



Irlam Estates

website: www.irlamestates.co.uk
email: info@irlamestates.co.uk
lettings@irlamestates.co.uk
tel: 0161 777 9797
fax: 0161 775 4424

Landlord Agreement & Information Pack

Tuesday, 26 January 2016

Dear

RE:

Thank you for contacting our office with regards to renting the above property. I have enclosed further information with regards to rental services which we provide, and an approximate rental value. If you could complete all information and return to the office at your earliest convenience I would be grateful.

In the meantime if you require any further information please do not hesitate to contact me on 0161 777 9797 or email lettings@irlamestates.co.uk.

Yours sincerely

Joanne Jones
Irlam Estates.

Enc:

Landlord Pack	<input checked="" type="checkbox"/>	<i>Please complete and return</i>
Deposit Registration Form	<input type="checkbox"/>	<i>Please complete and return</i>
Notice to Quit	<input type="checkbox"/>	<i>Please complete and return</i>
Sample Copy Tenancy Agreement	<input checked="" type="checkbox"/>	
Complaints Procedure	<input type="checkbox"/>	<i>Please request a copy if required</i>
Code of Practice	<input type="checkbox"/>	<i>Please request a copy if required</i>
Guidance for Consumers (Landlords)	<input type="checkbox"/>	<i>Please request a copy if required</i>

Insurances:
Rent Guarantee
Buildings
Contents

<input type="checkbox"/>	<i>Request if required</i>
<input type="checkbox"/>	<i>Request if required</i>
<input type="checkbox"/>	<i>Request if required</i>

Let Only Service

- Advising the landlord on a suitable rental value
- Advertising the property
 Please tick if you would like a TO LET board on your property
- Arranging and undertaking viewings
- Finding suitable tenant(s) & Tenant Reference & Credit Check
- Drawing up the tenancy agreement – 6 month initial lease
- Arranging standing order
- Issue copies of all paperwork to Landlord & Tenant

The landlord is responsible for:

- **Legal Requirement - Gas Safety Certificate**
 I would like Irlam Estates to arrange the Gas Safety Certificate - £78.00 incl. VAT
- I enclose a copy of the current Gas Safety Certificate
- I would like Irlam Estates to arrange the Gas Boiler Service - £30.00 incl. VAT
- I would like Irlam Estates to arrange the Gas Appliance Service - £18.00 incl. VAT (each)
- I would like Irlam Estates to provide a Carbon Monoxide Detector - £30.60 incl. VAT
- **Electrical Condition Report**
 I would like Irlam Estates to arrange the Elec. Visual Inspection. £66.00 incl. VAT
 I would like Irlam Estates to arrange the Electrical Condition Report - £120 incl. VAT
 If you wish to arrange your own Electrical Condition Report please ensure a copy is given to the tenant on occupation
- **Requirement - Energy Performance Certificate**
 Please tick if you would like Irlam Estates to arrange EPC - £78.00 incl. VAT
- Arranging PATs testing
 Please tick if you would like Irlam Estates to arrange PATS Test – £78.00 incl. VAT
- Completing the inventory
 Deposits –all deposits taken by landlords and letting agents for Assured Short hold Tenancies in England and Wales must be protected by a tenancy deposit protection scheme. For further information please see <http://www.direct.gov.uk/>

 I agree to register my tenants deposit with one of the government schemes, and advise the tenant within 30 days, where that deposit has been registered
- Checking in tenants
- Informing all Utility Companies / Council Tax Office
- Manage rent collection / repairs and organise regular maintenance
- Inspections
- Tenancy Renewal
 I would like Irlam Estates to arrange the tenancy renewal - £30.00 incl. VAT
- Tenant check out and deposit return/dilapidations

The Process

Following receipt of satisfactory references, we will agree on a moving in date and collect the first months' rent. The tenant will pay the deposit direct to the Landlord. The second month, and thereafter, is paid by standing order direct from the tenant account to the landlord account. Any outstanding balance due to Irlam Estates must be paid prior to tenant occupation. The deposit must be registered with one of the government schemes and the information provided to the tenant within 30 days of receipt.

Fee 50% of the first months' rent plus VAT (Minimum charge £300.00 incl. VAT)

Rent	Nett (%)	VAT (20%)	Total

Full Management Service

Our Full Management Service includes:

- Advising the landlord on a suitable rental value
- **Requirement** - Energy Performance Certificate
 Please tick if you would like Irlam Estates to arrange EPC - £78.00 incl. VAT
 I enclose a copy of the current EPC
- **Legal Requirement** - Gas Safety Certificate
 I would like Irlam Estates to arrange the Gas Safety Certificate - £78.00 incl. VAT
 I enclose a copy of the current Gas Safety Certificate
 I would like Irlam Estates to arrange the Gas Boiler Service - £30.00 incl. VAT
 I would like Irlam Estates to arrange the Gas Appliance Service - £18.00 incl. VAT (each)
- I would like Irlam Estates to provide a Carbon Monoxide Detector - £30.60 incl. VAT
- **Requirement** – Electrical Condition Report
 I would like Irlam Estates to arrange the Elec. Visual Inspection. £66.00 incl. VAT
 I would like Irlam Estates to arrange the Electrical Condition Report - £120.00 incl. VAT
- **Requirement** - Arranging PATs testing
 Please tick if you would like Irlam Estates to arrange PATS Test – £78.00 incl. VAT
 I enclose a copy of the current PATS Test Certificate
- Advertising the property
 Please tick if you would like a TO LET board on your property
- Arranging and undertaking viewings
- Finding suitable tenant(s) & Tenant Credit Check
- Deposits - We will register the deposit under a Government Tenancy Deposit Scheme and will cover the charge within our fees shown below
- Drawing up the tenancy agreement – 6 month initial lease
- Each subsequent Tenancy Renewal is £30.00 plus VAT unless a rolling month to month is requested
- Arranging standing order
- Checking in tenant(s)
- Issue copies of all paperwork to Landlord & Tenant:
- Informing all Utility Companies
- Informing Council Tax office
- Rent collection
- Manage any repairs and organise regular maintenance
- Inspect the property at regular intervals
- Ensure that the tenancy is properly terminated at the end of the tenancy, including checking out the tenants and arranging for any repairs or redecoration

We would require 2 sets of keys – one to be issued to the tenant, the other to be held at Irlam Estates

Following receipt of satisfactory references, we will then collect the deposit from the tenant and agree on a moving in date. The tenant pays the rent directly to Irlam Estates, any fees are then deducted and the balance paid over to the landlord.

Irlam Estates Fees

Rent (£)	% set up fee	VAT (20%)	Total
Rent (£)	% Monthly Man Chg.	VAT (20%)	Total
Total Fee to Irlam Estates over 6 months:			£



Supporting Documents Required for Let Only & Full Management Services:

1. Proof of ownership - Establishing ownership of the property is perhaps the most important check for an agent to make to ensure that the owner holds good title prior to letting
2. Copy of land registry title deeds
3. Copy of landlords insurance policy
4. Copy of mortgage details to prove the lender has been informed that the property is rented out.
5. Proof of ground rent details confirming that the company you pay ground rent to; do not prohibit any form of letting under the lease.

Sole Agency Agreement - Residential Letting

I/We

Hereby appoint Irlam Estates to undertake the duties of Letting Agent for the purpose of arranging a Tenancy in respect of the property at:

Tenancy Term

The tenancy will be for a minimum period of six months, at a calendar monthly target rent of £ exclusive of council tax and other utilities. The Tenant shall be responsible for all other services unless another agreement is reached.

Fees and commissions

I/WE wish Irlam Estates to provide:

Let Only Service (copies attached)
Full Management Service (copies attached)

Payments

I/WE authorise payments to be made directly into the account details given below. I/WE acknowledge that this payment method is to be set up by Irlam Estates.

Bank/Building Society Name	National Westminster Bank PLC
Address	Warrington Branch 23 Sankey Street Warrington WA1 1XH
Account Name	Irlam Estates Clients Management Account
Account Number	97837350
Sort Code	01-09-17

Please complete your bank details below:

Bank Name	
Branch	
Account Name	
Sort Code	
Account Number	

Cancellation Charge

If the agreement is cancelled during the period of tenancy with a tenant in occupation, then the sum equivalent to one month's rent plus VAT will be payable.

Property Maintenance Limit (Full Management £50 minimum to be held by Irlam Estates)

Repair Limit £50 £100 £150 £200 Please Circle

I/WE authorise Irlam Estates to arrange for any work/repairs which Irlam Estates consider to be of an urgent nature (to an amount indicated above) to be carried out. Where no such funds are held by Irlam Estates, I/WE agree to pay any invoices within seven days. Irlam Estates will endeavour to seek prior authorisation where practical. I/WE hereby acknowledge that Irlam Estates cannot accept responsibility to arrange for any work/repairs or regular inspections to be carried out in respect of unoccupied properties available for letting without prior funding having been agreed.

Terms and Conditions

Fees and Commissions

Let Only Fees are due and payable immediately on a tenant entering into a tenancy agreement with the Landlord. The first month's rent received from the tenant will be used towards the outstanding balance. Any further outstanding balance is due prior to the tenant entering into the tenancy agreement with the Landlord.

Full Management Fees - The first month's rent received from the tenant will be used towards the outstanding balance. Any further outstanding balances due will be deducted from rents received from the tenant on a monthly basis. Any balance will be paid over to the Landlord once all fees and expenditure has been recovered by Irlam Estates. It is agreed that Irlam Estates will deduct such fees and commission due from rent monies collected. In the event of a local authority demanding repayment whether in part or in full of housing benefit from Irlam Estates and where the funds being demanded have been passed to the Landlord, then I/WE hereby acknowledge that I/WE shall be responsible for refunding all monies to the agent without any deductions whatsoever immediately.

Irlam Estates can take payment by credit or debit card. If you decide to pay by credit or debit card additional fees will apply.

Sole Agency/Sole Letting Rights

Irlam Estates will be sole letting agents from the date of this agreement for a period of 16 weeks and thereafter until terminated in writing by either party giving fourteen days' notice. During the period of Sole Agency the Landlord will not instruct any other agent to let the property.

If after signing the agreement you change your mind, you have a right to cancel the contact, in writing, within a period of 14 days. A right to cancel notice is attached to the terms and conditions.

I/WE confirm that no introduction of a prospective tenant has already been made. The rights specifically reserved to terminate this agreement at any time. If the terms and conditions are unacceptably changed by the Landlord or become unacceptable to Irlam Estates the cancellation fee, as outlined previously, would then become payable.

Insurance

The landlord is hereby advised to ensure that there is insurance cover in force in respect of buildings and contents if applicable, and the insurer is aware that the property is available for letting. Please also notify your insurance company of the date of occupancy. In addition, if the tenant is claiming housing benefit the insurer must be made aware of this fact.

Residence/Domicile

In the event that the Landlord take up residence outside the United Kingdom, then in accordance with the Finance Act 1995, a deduction in respect of Income Tax will be made until a valid approval certificate is obtained from the HMRC and lodged with Irlam Estates.

Mortgage

I/WE hereby certify that should this property be the subject of a mortgage agreement, prior permission has been sought and obtained from the mortgage lender.

Deposits

If the deposit is to be held by Irlam Estates, we will register with one of the Government Schemes. If the deposit is to be paid to the Landlord, then the Landlord will be responsible for registering with one of the government schemes and informing the tenant within fourteen days of receipt of the deposit. Ultimately the Landlord is responsible for the return of the deposit, even if the Agent Member acts fraudulently or becomes insolvent.

Data Protection

The landlord hereby acknowledges and agrees to the agent storing information relating to both the property and the landlord.



Definition

The person who, by signature hereunder, instructs Irlam Estates to act as sole letting agent and thereby agrees to be bound by this agreement whether in the capacity of owner or duly authorised person.

Non-payment of Rent

Whilst every attempt is made to obtain detailed information from each applicant Irlam Estates cannot be held responsible for the tenant defaulting on rental payment.

The landlord acknowledges that no recompense for unpaid rent can be obtained from Irlam Estates should a tenant renege on his/her Tenancy Agreement.

Safety Certificates

Gas Safety – Annual Landlord Gas Safety Certificate

It is the duty of the owner to ensure that all gas appliances and flues are maintained in a safe condition and are checked for safety at lease every twelve months by a suitably qualified engineer. Newly installed appliances must be checked within 12 months of installation. It is also advisable that heating appliances be serviced once a year.

Apart from the obvious safety implications, there are also criminal penalties for landlords who do not comply. The maximum penalty for non-compliance with the regulations is a fine of £20,000.00.

I/WE accept that gas appliances and installations must be checked and found to be safe by a registered engineer of The Gas Safety Service annually .

Carbon Monoxide Detector

Carbon Monoxide (CO) can kill quickly without warning. That's why it's known as the Silent Killer. Badly fitted or maintained gas appliances can put your tenant at risk. You can't see it, taste it or smell it. Irlam Estates strongly recommend having a Carbon Monoxide Detector fitted at the property. The Carbon Monoxide detector which we fit has a six year warranty, and can be fitted at the time of the Gas Safety Inspection Certificate.

I/WE accept that a Carbon Monoxide is fitted at the property .

Electrical Safety – Electrical Condition Report Fixed Installations

For all rented property, there is a statutory right that the landlord maintains the structure and main services serving the property in good repair and that it shall be fit for human habitation. It is important that the fixed wiring circuits are checked for safety. The institute of Electrical Engineers recommends that this is carried out at lease every five to ten years in a domestic environment, or at change of tenancy. The maximum penalty for non-compliance with the regulations is a fine of £20,000.00 and/or six months imprisonment.

Irlam Estates feel that from a landlord and tenant point of view, RCD Protection on all circuits is the best option. Please discuss RCD Protection on all circuits with your electrician.

I/WE accept that fixed installations must be checked and found to be safe by an accredited electrical engineer at least every five to 10 years .

PAT Test

The electrical safety regulations require that any electrical appliances supplied must be safe. There is no statutory annual testing interval. Yet, in order to meet the requirements, it is still important that the appropriate checks and safeguards are carried out. This will require the electrical appliances, including their leads, are checked by a competent and suitably qualified engineer. Unsafe items should be removed. All electrical equipment that is manufactured after the 1st January 1997 should carry the CE symbol.

I/WE accept that electrical appliances must be checked and found to be safe by an accredited electrical engineer annually .

Smoke Alarms

The building regulations require that all properties built after June 1992 must have mains operated inter-connected smoke alarms fitted on every level of the property. Older properties do not have to comply but landlords are well advised to provide at least battery operated smoke alarms in the property.

Faulty, battery removal or failure can result in non-functioning alarms, sometimes with fatal consequences. These should be regularly checked and an annual fire risk assessment should be carried out.

I/WE hereby acknowledge that smoke alarms are fitted at the property .

I/WE shall be responsible for ensuring that they are fully functional and fitted with new batteries before a new tenant moves into the property .

Please provide a quotation to upgrade current smoke detector system to the new safety regulation .

Energy Performance Certificates

When buildings are to be rented out, the landlord is responsible for ensuring a valid certificate is made available to all prospective tenants. The EPC and recommendation report must be made available free of charge by a landlord to a prospective tenant at the earliest opportunity. A property cannot be marketed to its full extent without having an EPC.

If you have had the property for sale, and have had a HIP (Home Information Pack) carried out, you can utilize the EPC within that HIP. This licence lasts for 3 years. If not, then an EPC must be in place prior to advertising the property. This licence will last for 10 years.

I/WE accept that the property requires an Energy Performance Certificate .

I/We would like to utilise the Energy Performance Certificate, which was carried out as part of a HIP

Furniture and Furnishing (Fire) (Safety) Regulations 1993

All soft furnishings in furnished or partially furnished properties must comply with fire resistance requirements, which came into force in 1988. I/WE confirm that in relation to the above mentioned property no furniture exists which in any way contravenes these regulations.

The above mentioned regulations are subject to change and I/WE accept responsibility for ensuring that any amendments to either existing legislation or conditions made mandatory by new legislation are fully met. I/WE accept that Irlam Estates have the right to have mandatory work and / or inspections undertaken at the property. If I/WE fail to comply with any act of legislation affecting my property I/WE hereby agree that this does not make them responsible for doing the work and agree to meet all cost incurred ensuring the tenancy complies with legislation.

For and on behalf of Irlam Estates

Date 26/01/16

X

Joanne Jones
Letting Manager

Landlord Signature

Date

Print Name

Cancellation Notice

Irlam Estates will complete the top half of this form. If you wish to exercise your right to cancel the contract, the next page should be completed, detached and returned to Irlam Estates. The customer should retain this section of the form.

Date of Issue	
Name and address	Irlam Estates 200 Liverpool Road Irlam Manchester M44 6FE
Reference or Property Address	
Name and address of person to whom the Cancellation Notice may be given, or email address to which it may be sent:	Joanne Jones (address above) or email joannepennington@irlamestates.co.uk

Customer Cancellation Rights

You have the right to cancel this contract if you wish; within fourteen calendar days starting on the day this Notice of Right to cancel is issued. Cancellation should be communicated in writing or by email to the person shown above.

The bottom of this form may be used to exercise this right and can be issued in person or sent by post – in which case you should obtain a Certificate or Posting or Recorded Delivery slip. You are advised to take a copy of the cancellation notice before returning it to Irlam Estates.

Services provided prior to the expiry of the cancellation period

If you have agreed in writing that work will commence before the fourteen day cancellation period expires, and you subsequently cancel in accordance with your rights, you are advised that payment will be due for any work carried out.

Cancellation Notice

Complete, detach and return this portion of the form - ONLY IF YOU WISH TO CANCEL THE CONTRACT

To:

I/We (delete as appropriate) hereby give notice that I/We wish to cancel my/our contract.

Insert Name, address and property reference:

Signed.....

Date.....

Work commencing prior to the expiry of the Cancellation Period

I understand that if I decide to cancel within fourteen days, I will be asked to pay for any work that has been carried out prior to my cancellation.

Signed.....

Date.....

Anti-Money Laundering Checks

The Money Laundering Regulations set out what relevant businesses like Estate/Letting Agents, **must** do to prevent their services being used for money laundering or terrorist financing purposes. For this purpose, we ask that you complete the following details to enable us to carry out an AML Check. We will also need a copy of your passport, driving licence (including the counterfeit if relevant) and a utility bill at your current address.

Landlord Full Details

First Name	
Middle Name(s)	
Last Name	
DOB	
Current Address	
Length of Time at address	

Please supply 3 years addresses

Previous Address1	
Length of Time at address	

Previous Address2	
Length of Time at address	

Documents Required:

- Passport
- Driving Licence
- Utility Bill at current address



Right to Rent Checks

Landlords must not authorise an adult to occupy a property as their only or main home unless they can establish the adult has a right to reside in the UK. This means landlords are now required to check the identification of everyone who is over 18 and expected to occupy the property. The landlord would normally be responsible for these checks but they can pass on the obligation to their agent as part of a written agreement. This means that the agreement between the landlord and the agent must specifically refer to who is responsible for performing right to rent checks. If the agreement is silent on this then the landlord will be responsible.

I/WE would like Irlam Estates to carry out the Right to Rent Check on my/our behalf at a cost of £10.00 Inc. VAT per applicant over the age of 18yrs

I/We would like to carry out my/our own Right to Rent Check

**Property Details Sheet
 TO BE COMPLETED BY LANDLORD**

Address of Property to be let:			Property Information	
			House / Flat / Bungalow	
			Furnished / Unfurnished	
			Car-Parking <input type="checkbox"/>	
			Kitchen <input type="checkbox"/> / Diner	
Post Code			Lounge <input type="checkbox"/>	
Tel No.			Dining Room <input type="checkbox"/>	
Owner/Owners full names	Ownership Share %	Contact Number	Utility <input type="checkbox"/>	
			Downstairs WC <input type="checkbox"/>	
			Family Bathroom <input type="checkbox"/> Shower <input type="checkbox"/>	
Correspondence Address			Bed 1 <input type="checkbox"/>	
			En-Suite <input type="checkbox"/> Shower <input type="checkbox"/>	
			Bed 2 <input type="checkbox"/>	
			Bed 3 <input type="checkbox"/>	
			Bed 4 <input type="checkbox"/>	
			Bed 5 <input type="checkbox"/>	
Monthly Rental Req:			Garden <input type="checkbox"/> Description	
Minimum Monthly Rental Req:				
Bank/Building Society				
Bank Name			Washer Drier <input type="checkbox"/> Fridge <input type="checkbox"/> Freezer <input type="checkbox"/> Hob <input type="checkbox"/> Cooker <input type="checkbox"/> D/Wash <input type="checkbox"/> GCH <input type="checkbox"/> Storage Heaters <input type="checkbox"/> Alarm <input type="checkbox"/> <u>Please confirm number</u>	
Branch Address				
Account Name				
Account Number				
Sort Code			Insurance Companies Buildings / Contents	
Mortgagees			Name of insurer	
Has consent to let been granted and for what period?			Policy Number	
			Have your insurers been advised of the let? YES/NO	
			Policy Renewal Date	



	Council Tax Band
	Refuse Collection Day
Gas Meter Reading	Electricity Supplier
Gas Supplier	Electricity Meter Reading
Meter Reference Serial Number	Electricity Reference Serial Number
Does your property have a water meter	Location of Water Meter
Water Meter Reference Serial Number	
Is the property Leasehold or Freehold?	
Are there any restricted covenants, easements, rights of way or special conditions which apply?	

Keys received (Number & Type)	

Would you accept the following in your property?	
Housing Allowance/Benefit	
Smokers	
Pets	
Sharers	
Student	

Any further information:

Landlord Signature

Date

Print Name

ASSURED SHORTHOLD TENANCY AGREEMENT

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured short hold tenancy within the provisions of the Housing Act 1988 as amended by Part IV of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair Terms in Tenancy Agreements.
7. If you accept a tenancy deposit under this tenancy, it must be dealt with in accordance with the statutory rules under sections 212-215 of the Housing Act 2004. Take advice if necessary.

for letting a residential dwelling

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THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured short hold tenancy within the meaning of the Housing Acts

Date 20

Landlord(s)

Landlord's Agent

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s)

Property The dwelling known as

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 20 commencing on

Rent £ per

Payment in advance by equal payments on the day of every

Deposit A deposit of £ is payable on signing this Agreement. It is protected by the following scheme

[Enter name of scheme]

[Enter website address]

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed by the appropriate deposit scheme, details of which are contained in the scheme's deposit information leaflet and website.

The Tenant agrees with the Landlord:

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric and telephone (if any) relating to the Property, where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel

nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses

4. Use of the Property

(4.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement, to be agreed in writing

(4.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Head lease") then it is agreed that the Tenant will observe the restrictions in the Head lease applicable to the Property. A copy of the Head lease, if applicable, is attached

5. Repairs

(5.1) Not to damage the Property and Contents or make any alteration or addition to the property without the written permission of the Landlord not to be unreasonably refused

(5.2) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy

(5.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant

(5.8) To notify the Landlord promptly of any disrepair damage or defect in the Property or of any event which causes damage to the Property

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent damage by frost

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

- (a) that the ventilators provided for this purpose in the Property should not be blocked

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- (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary.
6. Other tenant responsibilities
- (6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (6.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (6.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (6.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it
- (6.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
7. End of tenancy
- (7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned
8. The Landlord agrees with the Tenant that:
- (8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.
9. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises: if the Tenant does not:
- (a) pay the rent (or any part of it) within 14 days of the date on which it is due; or
- (b) comply with the obligations set out in the agreement
- then the landlord may re-enter the Property and end the tenancy.
- This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property
10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:
- "The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property

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"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)

13. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special conditions:

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SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature

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SIGNED by the TENANT(S) :-

.....

.....

.....

.....

In the presence of :-

Name

Address

.....

Occupation

Witness Signature