

Andrew Craig

Property Management andrewcraig.co.uk Holding Deposit Agreement

Tenant Name: _____ ID Provided – use guide attached (**Must be provided**)

Address: _____

Telephone Number: _____ Email Address: _____ (**Must be provided**)

Tenant Name: _____ ID Provided – use guide attached (**Must be provided**)

Address: _____

Telephone Number: _____ Email Address: _____ (**Must be provided**)

PROPERTY: _____ RENT AGREED: £ _____ **PCM**
(ASP ID: _____)

PROPOSED TENANCY COMMENCEMENT / DEADLINE FOR AGREEMENT DATE: _____

Deadline for Agreement date is normally 15 days after we receive your holding deposit (not the date you sign this agreement) unless a different period has been agreed in writing.

Upon signing this agreement you are then required to pay a holding deposit of £ _____

As you have declared an interest in renting this property, please find below the terms of the holding deposit, tenant application and tenancy signing processes. It is important that you understand these terms and we ask that you sign to agree you will comply accordingly. If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

If you are not able to sign this agreement electronically then you will be required to complete this in person at our Low Fell Office.

APPLYING FOR A PROPERTY

Upon applying for a property, a holding deposit equal to one week's rent (of the property applied for) is required.

PLEASE BE AWARE THAT THE HOLDING DEPOSIT WILL BE NON-REFUNDABLE SHOULD AN APPLICANT PROVIDE FALSE OR MISLEADING INFORMATION, FAIL A RIGHT TO RENT CHECK, WITHDRAW FROM THE PROPOSED AGREEMENT OR FAIL TO TAKE ALL REASONABLE STEPS TO ENTER AN AGREEMENT (I.E. RESPONDING TO REASONABLE REQUESTS FOR INFORMATION REQUIRED TO PROGRESS THE AGREEMENT).

Once the holding deposit is paid you will receive an email/text message from our referencing provider, you simply need to fill out your details on the online form and submit the information to them, They will then contact your associated referees, following this we will send your completed reference report to the landlord for their approval to proceed with the tenancy.

It is vital that you complete the referencing application immediately as failure to do so may delay the application.

A property will only be marked under offer once the holding deposit has been paid and the signed Holding Deposit Agreement has been received. The holding deposit alone will not reserve the property.

Failure to complete the application form in full at the outset could result in a delay in the processing. The holding deposit will last for the agreed period (usually 14 days). On payment of the holding deposit a deadline for agreement is set and if the tenancy is not completed by that date, then the property may be re-marketed as available, if no progress is being made with the application.

SIGNING THE TENANCY AGREEMENT

Once satisfactory references are obtained and approved, arrangement will be made to **sign the Tenancy Agreement at our Low Fell Office or via DocuSign (online)**, at which point payment of the first month's rent and the tenancy deposit are due.

The most secure method of payment if you use online banking, is to pay by bank transfer into Andrew Craig Property Management LLP, Barclays, 20-33-51 - 50636088, alternatively you can pay by Debit Card both of these payments need to be made at least four days before the signing of the agreement. Cash, Bankers Draft (made payable to Andrew Craig Property Management LLP) and payments by Personal Cheque can be made ten days prior to signing the agreement, only at our Low Fell Office. **This must be received in cleared funds on or before the tenancy start date.**

YOU WILL ALSO NEED TO SUPPLY PROOF THAT YOU HAVE SET UP A STANDING ORDER FOR FUTURE RENT PAYMENTS. BANK DETAILS WILL BE PROVIDED PRIOR TO SIGNING.



Prospective Tenants are made aware that:

- References will be carried out using an approved credit reference agency in strictest confidence and on the basis of information supplied on the relevant online application form.
- Upon signing a Holding Deposit Agreement, the tenant(s) gives permission for their Employer to release information concerning their employment to a representative of Van Mildert Landlord & Tenant Protection Limited (Van Mildert) upon their request, for the purposes of an Employment Reference Check.
- Upon signing a Holding Deposit Agreement, the tenant(s) gives permission for their Landlord / Managing Agent to release information held about them pertaining to their tenancy history to a representative of Van Mildert Landlord & Tenant Protection Limited (Van Mildert) upon their request, for the purposes of a Landlord Reference Check.
- Upon signing this agreement, the tenant(s) gives permission for the application form, credit check and financial details, employment details and the completed referencing report for each tenant will be forwarded to the Landlord for his or her approval.
- Upon signing this agreement, tenant(s) details will be shared with One Utility Bill Ltd in order to facilitate change over of utilities and council tax liability.
- Prospective tenants are offered the opportunity to purchase a Zero Deposit Guarantee ("ZDG") as a substitute to a traditional cash deposit. Purchasing a ZDG is not mandatory and is offered as a choice. Zero Deposit Guarantee is sold through Zero Deposit ("ZD"), a trading name of Global Property Ventures Limited, and provided by Great Lakes Insurance SE. If the Tenant purchases the ZDG as a substitute for the Cash Deposit, they agree to be bound by the obligations set out in the Zero Deposit guarantee documentation. The terms and conditions of the ZDG are set out in detail in the ZDG documentation provided to the Tenant by ZD. For copies of the ZDG documentation, contact help@zerodeposit.com. In the event a tenant does not pass the Zero Deposit criteria, a cash deposit will be required.
- Any CCJ's or adverse credit history must be declared on the application form, if this is not declared and later found, this will result in the application being considered fraudulent and subsequently the tenancy not being granted and the holding deposit being retained.
- Prospective tenant(s) must declare if they are in temporary, fixed term contracted or zero hour employment before a holding deposit is paid. Failure to provide accurate employment / salary information will result in the application being considered fraudulent and subsequently the tenancy not being granted and the holding deposit being retained.
- Prospective tenant(s) must declare if they have been in rent arrears or had any tenancy issues during their residency history. Failure to provide accurate residency history will result in the application being considered fraudulent and subsequently the tenancy not being granted and the holding deposit being retained.
- By applying for a property, the applicant is committing to entering a tenancy on the deadline for agreement date overleaf. It is **NOT** recommended the tenant pay more than one holding deposit as a tenant is unable to commit to entering more than one tenancy and failure to complete this tenancy application will result in the holding deposit being retained.
- By providing your personal information to Andrew Craig, you agree to the collection, use and sharing of your information in accordance with our Privacy Policy. We engage third-party service providers to perform a variety of business operations on our behalf. In so doing, we may share your personal information with them. We provide our service providers with only the personal information they need in order to perform the services we request, and we contractually require that they protect this information appropriately and do not use it for any other purpose. To read more about how we handle your data please read our Privacy Policy at andrewcraig.co.uk/Privacy
- Any false acts, statements or omissions from the tenant could result in the early termination of the tenancy under ground 17 of the Housing Act 1998.
- A copy of the proposed tenancy agreement and How to rent: the checklist for renting in England booklet are attached.
- Section 22 of the Immigration Act 2014 demands that private landlords in England do not let their properties to those who do not have the right to rent in the UK. As a result, all prospective tenants will be required to provide specific types of identification, failure to comply will result in the tenancy not being granted and the holding deposit being retained. Please see Right to Rent checklist provided below. Further information can be found at www.gov.uk

Signed Applicant(s) _____ / _____

Date: _____

- Prospective tenant(s) agree that upon completion of the tenancy agreement, your holding deposit will be put towards the first month's rent.
- In order to meet the affordability criteria of the referencing process the prospective tenant(s) require a gross, combined, guaranteed yearly income of 2.5 times the annual rent for the property. If this threshold cannot be met, this must be declared before applying for the property and a suitable guarantor for the tenancy may be required or the application declined. Failure to provide accurate employment / salary information will result in the application being considered fraudulent and subsequently the tenancy not being granted and the holding deposit being retained.

Example Affordability Calculator (tenant)	
Rent PCM	Minimum Salary (PA)
£300.00	£9000.00
£400.00	£12,000.00
£500.00	£15,000.00
£600.00	£18,000.00
£700.00	£21,000.00
£800.00	£24,000.00

TOTAL CLEARED FUNDS DUE ON OR BEFORE TENANCY START DATE / DEADLINE FOR AGREEMENT

Holding Deposit: £_____ (You agree to this being put towards the first month's rent)

One Month's Rent: £_____

Security Deposit £_____

Zero Deposit Guarantee (if purchasing ZDG, leave blank and tick)

SUBTOTAL £_____ (one month's rent + deposit)

TOTAL £_____
(SUBTOTAL MINUS HOLDING DEPOSIT PAID)

Upon signing this agreement, I/We the applicant(s) understand and agree to comply with the terms set out above, acknowledge receipt of sample tenancy agreement, How to Rent Guide and to pay holding deposit of one week's rent.

To pay your holding deposit please call 0191 4771181.

Please note, the referencing process will not start until holding deposit is paid.

Signed Applicant(s) _____ / _____

Date: _____

RIGHT TO RENT CHECKLIST

Section 22 of the Immigration Act 2014 demands that private landlords in England do not let their properties to those who do not have the right to rent in the UK. As a result, all prospective tenants will be required to provide specific types of identification, failure to comply will result in the tenancy not being granted. Further information can be found at www.gov.uk

List A: Acceptable single documents	Copy Provided (✓)
A passport (current or expired) showing that the holder is a British citizen, or a citizen of the UK and Colonies having the 'right of abode' in the UK.	
A passport or national identity card (current or expired) showing that the holder is a national of the European Economic Area (EEA) or Switzerland.	
A registration certificate or document (current or expired) certifying or indicating permanent residence issued by the Home Office, to a national of the European Economic Area country or Switzerland.	
A 'permanent' residence, 'indefinite leave to remain', 'indefinite leave to enter' or 'no time limit' card issued by the Home Office (current or expired), to a non-EEA national who is a family member of an EEA or Swiss national.	
A biometric 'residence permit' card (current or expired) issued by the Home Office to the holder indicating that the person named has 'indefinite' leave in the UK, or has 'no time limit' on their stay in the UK.	
A passport or other 'travel document' (current or expired) endorsed to show that the holder is either 'exempt from immigration control', has 'indefinite' leave in the UK, has the 'right of abode' in the UK, or has 'no time limit' on their stay in the UK.	
A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the holder is either 'exempt from immigration control', has 'indefinite' leave in the UK, has the 'right of abode' in the UK, or has 'no time limit' on their stay in the UK.	
A certificate of registration or naturalisation as a British citizen.	

List A (group 2): Acceptable documents (Must have 2 of these)	Copy Provided (✓)
A full birth or adoption certificate issued in the UK, Channel Islands, the Isle of Man or Ireland, which includes the name(s) of at least one of the holder's parents or adoptive parents.	
A current full or provisional photo card UK driving licence.	
A letter from HM Prison Service, the Scottish Prison Service or the Northern Ireland Prison Service confirming the holder's name, date of birth and that they have been released from custody of that service in the 6 months prior to the check.	
A letter issued within the 3 months prior to the check by a UK government department or Local Authority and signed by a named official (giving their name and professional address), confirming the holder's name and that they have previously been known to the department or local authority.	
A letter issued within the 3 months prior to the check from an officer of the National Offender Management Service in England and Wales confirming that the holder is the subject of an order requiring supervision by that officer; from an officer of a local authority in Scotland confirming that the holder is the subject of a probation order requiring supervision by that officer; or, from an officer of the Probation Board for Northern Ireland confirming that the holder is the subject of an order requiring supervision by that officer.	
Evidence (identity card, document of confirmation issued by one of HM forces, confirmation letter issued by the Secretary of State) of the holder's previous or current service in any of HM's UK armed forces.	
A letter from a UK police force confirming that the holder is a victim of crime and has reported a passport or Home Office biometric immigration document stolen, stating the crime reference number, issued within the 3 months prior to the check.	
A letter issued within the 3 months prior to the check signed by a representative of a public authority, voluntary organisation or charity which operates a scheme to assist individuals to secure accommodation in the private rented sector in order to prevent or resolve homelessness.	
A letter issued within the 3 months prior to the check confirming the holder's name signed by the person who employs the holder (giving their name and business address) confirming the holder's status as employee and employee reference number or their National Insurance number.	
A letter issued within the 3 months prior to the check from a UK further or higher education institution confirming the holder's acceptance on a current course of studies. This letter should include the name of the educational establishment, as well as the name and duration of the course.	
A letter issued within the 3 months prior to the check from a British passport holder who works in (or is retired from) an acceptable profession as specified in the list of acceptable professional persons at Annex A. The letter should confirm the holder's name, and confirm that the acceptable professional person has known the holder for longer than three months.	
Benefits paperwork issued by HMRC, a UK Local Authority or Job Centre Plus, on behalf of the Department for Work and Pensions or the Northern Ireland Department for Social Development, issued within the 3 months prior to the check.	

List B: Time Limited Documents	Copy Provided (✓)
Disclosure and Barring Service Certificate (criminal record check) issued within the 3 months prior to the check.	
A current passport or other 'travel document' endorsed to show that the holder is allowed to stay in the UK for a time-limited period.	
A current biometric 'residence permit' card issued by the Home Office to the holder, which indicates that the named person is permitted to stay in the UK for a time-limited period.	
A current 'residence card' (including an accession residence card or a derivative residence card) issued by the Home Office to a non-EEA national who is either a 'family member' of an EEA or Swiss national or has a 'derivative' right of residence.	
A current immigration status document issued by the Home Office to the holder with a valid endorsement indicating that the named person may stay in the UK for a time-limited period.	

Assured Shorthold Tenancy Agreement

For letting a residential dwelling

General Notes

1. This Tenancy Agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III 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. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up as a deed.
3. A notice of Assured Shorthold tenancy need no longer be served on the Tenant for new tenancies created on or after February 28, 1997.
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 a Tenant at the property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.
7. By providing your personal information to Andrew Craig, you agree to the collection, use and sharing of your information in accordance with our Privacy Policy. We engage third-party service providers to perform a variety of business operations on our behalf. In so doing, we may share your personal information with them. We provide our service providers with only the personal information they need in order to perform the services we request, and we contractually require that they protect this information appropriately and do not use it for any other purpose. To read more about how we handle your data please read our Privacy Policy at andrewcraig.co.uk/Privacy

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.
 - If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.
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Andrew Craig Property Management LLP
582 Durham Road, Gateshead, NE9 6HX

Assured Shorthold Tenancy Agreement

Throughout the following any expression of the masculine gender shall include the feminine and neuter and any expression of the singular includes the plural.

This agreement is intended to create an Assured Shorthold tenancy, regulated by the provisions of the Housing Act 1988 as amended. It sets out your rights and duties as tenant of this Property, and our rights and our duties owed to you as your landlord or landlord's agent. This agreement provides and includes the name and the current address of the Landlord where any legal notices are to be served as per S48 of the Landlord and Tenant Act 1987. Possession may be obtained by virtue of Section 21 of the Housing Act 1988.

You should not sign this agreement unless you are sure you understand it. Read it carefully. If there is anything you do not understand, you should speak to a solicitor, or a reputable advice agency such as the Citizens Advice Bureau (CAB), who will explain it to you.

Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond.

This agreement will commence only when it has been executed by Andrew Craig Property Management llp.

1.1 The Property		ASP ID	
1.2 Landlord			
Address			
Tel. Number			
Email Address			
1.3 Tenant(s)			
Address			
Tel. Number			
Email Address			
1.4 Guarantor			
Address			
Tel. Number			
Email Address			
1.5 The Term	Months. Commencing	to and including	
1.6 The Rent	£	PCM	1.7 The Deposit
			£

2 Definitions

Where the context so admits or requires

- (i) "The Landlord" includes the persons for the time being entitled to reversion.
- (ii) "The Tenant" includes all persons (if any) deriving title under the tenant.
- (iii) "The Premises" includes the items specified in the attached inventory (if any) and any other fixtures, furniture and effects belonging to the Landlord and in or upon the Premises.
- (iv) "The Insured Risks" means fire, storm, tempest and such other perils as the Landlord may from time to time think fit.
- (v) "The Inventory and Schedule of Condition" means the Inventory and Schedule of Condition (if any) prepared in relation to this Agreement.
- (vi) Where the Tenant is more than one person, the Tenant's covenants are joint and several.
- (vii) Any reference to any Act of Parliament includes a reference to that amended or replaced from time to time and to subordinate legislation made there under.
- (viii) "The Agent" means Andrew Craig Property Management LLP, 582 Durham Road, Gateshead. NE9 6HX.
- (ix) "Deposit" means cash deposit to the sum 5 weeks rent payable in cash or by bank transfer.

2.1 The Property is situated at and described at 1.1 together with the fixtures, fittings, furniture and effects therein and specified in the Inventory signed by the Tenant and all grounds. The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004.

2.2 The Landlord, as described at 1.2 shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

2.3 Disclosure of Tenant's personal details to One Utility Bill Limited ("One Utility Bill or OUB") and the incumbent Energy Supplier (for a full list of electricity suppliers please visit, <https://www.ofgem.gov.uk/publications-and-updates/list-all-electricity-licensees-registered-or-service-addresses>, and for gas suppliers, please visit: https://www.ofgem.gov.uk/system/files/docs/2016/09/gas_registered_or_service_addresses_new_0.pdf) to the property and the relevant Council District for the property, visit <https://www.gov.uk/find-local-council>.

2.3.1 At the start of the lease, gas and electricity will be provided, or will be in the process of being provided by an Energy Supplier, the details of this supplier information will be communicated to the tenants by One Utility Bills customer service team via phone call and/or email. The tenants are not in a contract with their incumbent energy supplier and are free to choose any Energy Supplier option available to them.

2.3.2 The Tenant agrees that the letting agent may pass the Tenant's name, phone number, email address, to One Utility Bill for the purposes of;

- a. registering the gas and electricity meters at the property in the Tenant's name with the incumbent Energy Supplier providing gas and electricity to the Tenant and administering the Tenant's account with the incumbent Energy Supplier if applicable;
- b. registering the Tenant with the incumbent water supplier to the property.
- c. informing the relevant district Council, for your property, of the new tenancy commencing, if required.

The incumbent water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products. The relevant district Council may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

2.3.3 One Utility Bill will use the Tenant's details only for the purposes set out above and not in any other way. One Utility Bill will comply with their obligations as a data controller and data processor under the General Data Protection Regulation effective, as of the 25th May 2018 and will handle Tenant's data in the manner set out in both One Utility Bill's standard Terms and Conditions and/or Privacy Notice found here <https://oneutilitybill.co/policies/privacy-notice/>. We will not hold any personal details longer than is necessary and will only use it for the purposes as set out above in a lawful manner. Our Data Retention Policy is available on the One Utility Bill Website.

If you have any questions regarding the details or use of your personal data held by One Utility Bill Ltd the Tenant may contact One Utility Bill at First Floor, 5 Media Exchange, Coquet Street, NE1 2QB or 0191 6220 102 or data@oneutilitybill.co.

2.4 Guarantor

The Guarantor(s), if any, as described at 1.4, agrees with the Landlord:

- (i) That during the Tenancy, the Tenant will pay the rent and carry out all of the Tenant's obligations and agreements under this Agreement.
- (ii) Should the Tenant fail to pay the rent (or defaults in carrying out the Tenant's obligations and agreements) that on demand the Guarantor will indemnify the Landlord against all losses, claims, liabilities, costs and expenses (arising out of or in connection with the Tenant's failure to pay or default) incurred by the Landlord in connection herewith.
- (iii) It is agreed that the Guarantor's liability under this clause will not be discharged or affected by any alteration in the rent or any variation to the Tenancy or any alteration in the Terms of the Tenancy or act, neglect or giving of time by the Landlord endeavouring to obtain payments or in enforcing the Tenant's agreements or obligations and if the Tenant surrenders any part of the Property the Guarantor's liability will continue in respect of the part not surrendered.
- (iv) Any liabilities accrued at the date of surrender will continue unaffected. The Guarantee will continue and apply to any extension of the Tenancy and to any Statutory or Contractual Periodic Tenancies relating to the Property to which the Landlord and Tenant are parties.

2.5 Rent

2.5.1 The rent, as described at 1.6 is to be paid as cleared funds, without set off, no later than the due date, by standing order direct to the Landlord or his Agents bank account where possible.

2.5.2 To pay interest on any payment of Rent not made as set out in this Agreement. Interest is payable from 14 days from the date on which the Rent was due until the date on which the Rent is actually paid at the interest rate calculated at 3% above the Bank of England Base Rate.

2.5.3 Where the rent, or a proportion of it, is to be paid by housing or other benefit then the Tenant agrees that all payments shall be made direct to the Landlord or his Agent by the relevant authority. In addition the Tenant agrees:

- (a) to notify the housing benefit department or the local authority in writing of any change in circumstances which may affect benefit entitlement and immediately send a copy to the Landlord and his Agent.
- (b) To indemnify the Landlord and his Agent should the Local Authority seek to claim an alleged overpayment of benefits from the Landlord or his Agent.
- (c) To pay any shortfall in rent to the Landlord or his Agent from their own resources as cleared funds, no later than the due date.

2.6 Ending the Tenancy

The Landlord agrees to let and the Tenant agrees to take a Tenancy of the Property for the agreed Term as per 1.5 above and at the Rent as per 1.6 above and on the conditions of this agreement as detailed herein.

- (i) The Landlord agrees to let the premise for a fixed term and thereafter continuing on a contractual periodic tenancy on a monthly basis unless terminated by either party under the provisions of clause 2.6(ii).
- (ii) The Landlord may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Tenant at least two month's written notice stating that the Landlord requires possession of the Property. A notice under section 21 of the Housing Act 1988 will suffice to implement this sub-clause.
- (iii) The Tenant may bring the tenancy to an end at, or at any time after, the expiry of the fixed term by giving to the Landlord at least one month's written notice stating that the Tenant wishes to vacate the Property. A letter will suffice to implement this sub-clause.
- (iv) If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing.
- (v) While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

2.7 Possession.

Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:

- (i) the Rent or any part of it is in arrears whether formally demanded or not, or
- (ii) the Tenant is in breach of any of the obligations under this agreement, or
- (iii) any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or
- (iv) a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

2.8 The provisions of Section 196 of the Law of Property Act 1925 relating to notices shall apply as if this Agreement was a lease.

2.9 Cash Deposit

2.9.1 The Deposit shall be held by DPS throughout the Tenancy and will be available after the end of the Tenancy with the written consent of both parties which must be given to DPS to set against any breaches of the Agreement, including the following:

2.9.2 any damage, or compensation for damage, to the Property or the Contents or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear and the age and condition of each and any such item at the commencement of the Tenancy;

2.9.3 the Landlord's reasonable costs or damages caused directly by the major breach of the Agreement by the Tenant of the Tenant's obligations, including those relating to the cleaning of the Property and the Contents;

2.9.4 any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property whether or not the Landlord consented to its presence;

2.9.5 any sum repayable by the Landlord to the local authority where housing benefit or local housing allowance has been paid direct to the Landlord, by the local authority;

2.9.6 any other breach by the Tenant of the obligations of this Agreement;

2.9.7 any unpaid accounts for utilities, water charges, sewerage, environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable;

2.9.8 any outstanding Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

3 Tenant's Obligations

3.1 Payments

3.1.1 Pay the Rent on the day and in the manner specified.

3.1.2 Pay all utility charges, based on the length of the tenancy, including water and sewerage charges, all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this tenancy.

3.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents. The Landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone if the services are not currently connected.

3.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.

3.1.5 Notify the relevant authorities and arrange and pay final accounts at the end of the tenancy.

3.1.6 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

3.1.7 In the event the tenant loses their keys, they must arrange for the locks to be changed at their own cost and provide the Landlord's agent with a set. Angel Building Services (NE) Ltd may be able to provide the service cheaper than a private contractor as they will have access to the retained management key.

3.1.8 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.

3.1.9 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.

3.1.10 The tenant must not permit the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property.

3.1.11 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.

3.1.12 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances), the Tenant agrees to be responsible for the reasonable costs of the contractor's visit to be paid to the contractor directly.

3.1.13 Pay the cost for relocating furniture and items at the end of the tenancy which were not as found at the commencement of the tenancy and as described in the Inventory. The tenant agrees that such costs can be deducted from the deposit.

3.1.14 If any of the payments due under clauses 3.1.1 to 3.1.13 remain outstanding at the end of the tenancy the tenant agrees that payment may be deducted from the deposit.

3.1.15 Pay the cost of the reinstatement of a credit meter, if they were changed to pre payment during the tenancy, in accordance with clause 3.4.12.

3.1.16 If the tenancy is terminated by the tenant, in any way, in breach of this agreement and prior to the end of the fixed term, the tenant shall pay the full cost of re-letting the premises and any loss of rent incurred due to the tenants actions. The Landlord is not under any obligation to re let the Property.

3.1.17 To make sure that sensible precautions are taken to prevent legionella including making sure that hot water in the system remains hot, cold water is kept cold and the water is kept circulated. Where a property is left vacant for any time, to make sure that when it is occupied again at the outset both hot and cold water systems are flushed through by running all outlets for at least 2 minutes.

3.1.18 To test the batteries in any fitted smoke and carbon monoxide alarms at least once a week.

3.1.19 Where there is parking that requires a permit to make all necessary arrangements to obtain a valid permit and to comply with all conditions of said permit and to be responsible for and to pay all charges for obtaining the permit and all fines / penalties that may be levied for not complying with all relevant parking rules.

3.2 Repairs

3.2.1 Keep the Property, including all of the Landlord's fixtures, fittings, effects, decor, machinery, furniture (as applicable) and equipment from destruction or damage, clean and tidy and in good and tenantable condition, repair and decorative order, To make good, repair or restore or at the option of the Landlord to pay the value of all or any part of the said Landlord's fixtures, fittings, effects, decor, machinery, furniture (as applicable) and equipment which may be broken, lost, damaged or destroyed by the Tenant, or his family, visitors or others. (Reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).

3.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations without previous written consent of the landlord or the agent and in the case of breach of this clause the tenant shall be responsible for the entire cost of redecoration at the expiration or sooner determination of the tenancy.

3.2.3 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.

3.2.4 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.

3.2.5 To keep all solid fuel flues swept and clear.

3.3 The Property

3.3.1 Promptly notify the Landlord's Agent in writing when the Tenant becomes aware of:

3.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair ,

3.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without unreasonable delay.

3.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.

3.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

3.3.3 Use the Property in the manner a responsible and conscientious tenant would.

3.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.

3.3.5 Not remove any of the Landlord's possessions from the Property or store them in the cellar or outside the main dwelling.

3.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.

3.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property and indemnify the landlord from and against all damage occasioned through any breach of this stipulation. Common causes of blockages for which the Tenant would be responsible would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, wipes or sanitary towels) down the toilet.

3.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

3.3.9 Not permit any visitor to stay in the Property for a period of more than three weeks within any three-month period.

3.3.10 Permit the Landlord and or the Landlord's Agent or others, after giving 48 hours written Notice and at reasonable hours of the daytime, to enter the Property:

- 3.3.10.1 to view the state and condition of the property periodically and/or to execute repairs and other works upon the Property or other properties, or
- 3.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or
- 3.3.10.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
- 3.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within three days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 3.3.12 Not add any aerial, antenna or satellite dish to the building without the Landlord's consent, which will not be unreasonably withheld.
- 3.3.13 Not change the locks (or install additional locks) to any doors in the Property, nor make additional keys for the locks without the Landlord's consent, which will not be unreasonably withheld. All keys are to be returned to the Landlord or the Landlord's Agent at the end of the tenancy.
- 3.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 3.3.15 Keep the Property, at all times, sufficiently well aired and heated to avoid build-up of condensation and prevent mildew growth and to protect it from frost, especially in those rooms where there is frequent high humidity ie. kitchens, bathrooms, utility rooms.
- 3.3.16 Not block ventilators provided in the Property.
- 3.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 3.3.18 Not use any gas appliance that has been declared unsafe by an approved contractor, or disconnected from the supply.
- 3.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 3.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 3.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 3.3.22 Not keep any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 3.3.23 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.
- 3.3.24 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self-closing mechanism.
- 3.3.25 Not keep any cat, dog, bird, reptile, insect, fish or any kind of animal or pet on the property, without first obtaining the Landlord's consent.
- 3.3.26 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds.
- 3.3.27 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.
- 3.3.28 Not to smoke or allow others to smoke within the property.

3.4 General

- 3.4.1 Not to do or allow anything, which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 3.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10pm and 7am so as to be an audible nuisance outside the Property.
- 3.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence.
- 3.4.4 Not to do or allow to be done on the Property anything, which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 3.4.5 Not use or allow the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).

3.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.

3.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those, which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those, which the Landlord is required by law to maintain.

3.4.8 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.

3.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.

3.4.10 Not leave the Property vacant for more than 21 days.

3.4.11 Check the inventory and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days. Should no such annotated copy of the Inventory and Schedule of Condition have been received from the tenant with the specified time, the original Inventory and Schedule of Condition as held by the Agent shall be deemed to be a true and accurate record of the condition of the Premises and the contents thereof.

3.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number. If the Tenant changes any meter to prepaid meter during the period of the tenancy then the Tenant shall be responsible upon termination for the reinstatement of a credit meter. If this is not carried out prior to the end of the tenancy the tenant agrees to retention from the deposit.

3.4.13 Not change the telephone number of the Property without the written permission of the Landlord.

3.4.14 Not alter the operation of, or disable, the smoke alarms.

3.4.15 Not disable or alter the operation or code of the burglar alarm.

3.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non-rechargeable batteries every year.

3.4.17 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.

3.4.18 To take all necessary measures (if applicable) at all times to prevent damage by weather conditions or otherwise to the water inlet piping, central heating system, drainage system and subsequent piping or fittings in the Premises including draining the system or leaving it working during any period in which the Tenant is temporarily away from the Premises and the Tenant further agrees to make good at their own expense any damage caused to the Premises or the contents thereof which occurs by reason of any breach of this Agreement.

3.4.19 Not to erect, abandon or place any hut, shed, trampoline, caravan, house on wheels or other chattel nor any hoarding on the site of the Property, without the prior written authorisation of the Landlord or the Agent.

3.4.20 Any To Let/Let By board affixed to the property is not to be removed by the tenant and will be removed by the Agent within four weeks of the letting. If it has not been removed within this time then the Tenant should request removal by the Agent. If the Tenant removes the board without written approval then they will be held responsible for the reasonable cost of the contractor (Angel Building Services (NE) Ltd) of £10 including VAT and the cost of the board, if not recovered by the contractor's cost of £20 including VAT, payable within 14 days of demand if and if not paid to be deducted from any deposit/bond or rent paid by the Tenant.

3.5 Insurance

3.5.1 The Landlord grants the tenancy of the property to the named Tenant upon the condition that the Tenant holds insurance to protect the Tenant's personal possessions and third party cover for the Landlord, including accidental damage caused by the Tenant to the furniture, fixtures, fittings and effects at the property (as described in the attached inventory). The Tenant must provide, if requested, the Landlord or his Agent with a copy of his current insurance certificate prior to the commencement of the tenancy detailing the cover held, the name and address of the insurer, the policy number and the date of renewal. Alternatively the Tenant must provide evidence that they have completed a proposal form and forwarded it, together with the appropriate remittance, to an appropriate insurer prior to the commencement of the tenancy.

3.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

3.6 End of tenancy

3.6.1 To attend or appoint a competent person to represent him at the Property at the termination of the tenancy for the purpose of checking the Inventory and Schedule of Condition and agreeing any dilapidations that may have accrued.

3.6.2 Return possession of the Property at the end of the tenancy in the same good clean state and condition as it was in at the beginning of the tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings,

furniture and effects as shall be broken, lost, damaged or destroyed during the tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

3.6.3 Return all keys to the Property to the Landlord's Agent at the time agreed on the last day of the tenancy (or sooner by mutual arrangement).

3.6.4 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.

3.6.5 Leave the oven in the same state of cleanliness as it is listed in the inventory.

3.6.6 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.

3.6.7 Remove all rubbish from the Property, except one dustbin or black refuse sack's worth which may be left in the appropriate place for collection, before returning the Property to the Landlord.

3.6.8 The Landlord is not liable to compensate the Tenant for any works the Tenant has carried out to the Property, whether carried out with or without the Landlord's consent, unless the consent to do the works specifically included an agreement to compensate the Tenant.

4. Landlord's obligations

The Landlord agrees with the Tenant as follows:

4.1 To pay all assessments and outgoing in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

4.2 That the Tenant duly paying the said and performing and observing the conditions and stipulations of this Tenancy Agreement, shall have and enjoy quiet and peaceable possession and enjoyment of the Property during the tenancy without any unlawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord.

4.3 It is mutually agreed that if the Property or any part thereof shall at any time during the said term be destroyed or damaged by any of the Insured Risks so as to be unfit for occupation and use and provided that all or any of the insurance monies payable to the Landlord in respect of the Insured Risks are not irrecoverable through the negligence of the Tenant, or his family, visitors, servants or others the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage shall be suspended until the Property shall again be fit for habitation and use and any dispute relating to such abatement shall be referred to Arbitration under the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force.

4.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing.

4.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects, but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.

4.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

4.7 The Landlord agrees to provide, if requested, a copy of the insurance and any freehold or head lease conditions affecting the behaviour of the Tenant.

4.8 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985.

5 Benefit Payments

5.1 The Tenant authorises the Local Authority to discuss with the Landlord and the Landlord's Agent the details of any Benefit, Local Housing Allowance or Council Tax claims or any other relevant Benefit made at any time in relation to the renting of the Property.

5.2 The Tenancy has been granted on the sole condition that any Benefit payments or Local Housing allowance due should be paid direct to the Landlord's Agent.

5.3 The Tenant agrees to refund to the Landlord any Benefit overpayment recovery amount which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property.

6. Special Conditions

6.1

6.2

6.3

The Landlord or the Landlord's Agent sign this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord or Landlords Agent certifies that the information provided about the Deposit Protection Service prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord, by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief.

NAME(S) OF LANDLORD(S)

SIGNATURE(S) OF LANDLORD(S)/ LANDLORD AGENT

The Tenant is advised to ensure they have read and understood this agreement before signing it.

THIS AGREEMENT DOES NOT COME INTO FORCE UNTIL, AFTER BOTH PARTIES HAVE SIGNED, IT IS EXECUTED BY ANDREW CRAIG PROPERTY MANAGEMENT LLP.

AGREEMENT EXECUTED BY

ON DATE

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided for the Deposit Protection Service prescribed information is accurate to the best of his knowledge and belief.

When signing this agreement the Tenant also confirms receipt of the following documents: Valid CP12 Gas Safety Certificate (where applicable), Energy Performance Certificate, Legionnaires' Disease Advice Leaflet and How to Rent Guide.

When signing this agreement, I/We the tenant(s), give consent for Andrew Craig Property Management LLP to share my personal details with One Utility Bill Ltd t/a Notify for the purposes of informing the incumbent suppliers of the changes in tenancy. I am also aware and agree that I will receive communications from One Utility Bill about who supplies Energy/Water/Council Tax in the new property and about the One Utility Bill services.

NAME OF TENANT 1:

Signed by TENANT 1:

NAME OF TENANT 2:

Signed by TENANT 2:

NAME OF TENANT 3:

Signed by TENANT 3:

NAME OF GUARANTOR 1:

Signed by GUARANTOR 1:

NAME OF GUARANTOR 2:

Signed by GUARANTOR 2:

Andrew Craig Property Management LLP Registered Office Albert House, Albert Drive, Gateshead NE9 6EH.. No 0C333895