

DEFINITIONS

“Administration Costs” means the costs and charges associated with the setting up and running of the Tenancy, including the costs of checking the Property at the end of the Tenancy.

“Cleared funds” means cash or a direct debit payment or standing order payment (subject to the previous written agreement of the Landlord) the date on which a cheque presented to a bank or building society for payment is honoured by payment on that cheque to the Landlord. To avoid doubt, if a sum is to be paid in cleared funds by a certain date a cheque provided on that date will not be sufficient to meet this obligation.

“Deposit” means the sum set out in the Main Terms of this Agreement and described in clause 2 of this Agreement.

“Deposit Holder” in the Prescribed Pages means the person, firm or company who holds the Deposit under and is a Member of the TDS.

“Fixtures and Fittings” means references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

“Head Lease” or **“Superior Lease”** sets out the promises the Landlord has made to his Superior Landlord (if applicable). The promises contained in the Head Lease will bind the Tenant if he has prior knowledge of those promises.

“Superior Landlord” means the person for the time being who owns the interest in the Property which gives him the right to possession of the Property at the end of the Landlord’s lease of the Property.

“ICE” means the “Independent Case Examiner of The Dispute Service Ltd”.

“Inventory and Schedule of Condition” means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Landlord’s Agent, or inventory clerk which shall include the Fixtures and Fittings in the Property including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy or after the check in report of the Inventory and Schedule of Condition has been prepared.

“Joint and several” means that if the Tenant includes more than one person, each individual is liable for all the Tenant’s responsibilities and obligations under the Tenancy individually until all rent and other costs are paid in full and as a group the persons forming the Tenant will be jointly liable with the others until all rent and other costs are paid in full.

“Landlord” means all those people listed in the Main Terms of this Agreement as being the joint or sole landlord of the Property, and their successors in title from time to time.

“Landlord’s Agent” means any person authorised by the Landlord to act on the Landlord’s behalf from time to time in relation to the Tenancy; a Landlord’s letting Agent or a solicitor, for example. If the Landlord appoints another agent or agents, their identity and address will be notified to the Tenant promptly in writing and any changes will be notified to the Tenant in good time.

“Member” means the Agent who is a member of the Tenancy Deposit Scheme.

“Property” means any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Property includes the use of common access ways and facilities.

“Relevant Person” in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.

“Stakeholder” means that at the end of the Tenancy deductions can only be made from the Deposit with consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.

“TDS” means the Tenancy Deposit Scheme which is operated by The Dispute Service whose details are shown in the Tenancy Agreement.

“Tenant” means all those persons listed in the Main Terms of this Agreement as being a joint and several Tenant of the Property and any other person in whom the Tenancy is vested from time to time.

“Term” or **“Tenancy”** means any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.

References to the masculine gender in this Agreement will include the feminine and to the singular will include the plural.

This Agreement is subject to the jurisdiction of the courts in England and Wales.

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The basis upon which the Landlord can recover possession from the Tenant, during the fixed term are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

Ground 1: Not later than the beginning of the tenancy the Landlord gave notice in writing to the Tenant that possession might be recovered on this ground or the court is satisfied that it is just and equitable to dispense with the requirement of notice and (in either case)-

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling house as his only or principal home; or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling house as his, his spouse or civil partner's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord derived title under the landlord who gave the notice mentioned above acquired the reversion of the tenancy for money or money's worth

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the Property, normally lives there and that his lender may have a power of sale of the Property if the Landlord does not make his mortgage payments for the Property;

Ground 8 : both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Property or the common parts has deteriorated because of the behaviour of the tenant, or any other person living at the Property;

Ground 14: the tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; Or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 15: the condition of the furniture has deteriorated because it has been ill treated by the tenant or someone living at the Property;

Ground 17: the landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by either the tenant or a person acting at the tenant's instigation.

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1. THE MAIN TERMS OF THE AGREEMENT

Date

Insert here (only after this agreement has been signed by or on behalf of, both parties) the binding date of this contract

The Landlord Andrew MERRY and Louise MERRY

53 Kenneth Road Manly Vale NSW 2093 Sydney AUSTRALIA

Insert the full name and actual address or names and actual addresses of the Landlord if the Landlord forms more than one person

The Tenant Hugo Alexander DEVLIN

278 Avenue Des Voirons 01220 Divonne-Les-Bains France

Insert the full name and present address or full names and present addresses of the Tenant.

The Property 12 Connaught Road Harpenden Hertfordshire AL5 4TW

The Property contains furniture, fixtures, contents, and effects ("Fixtures and Fittings") which are specified together with a description of their condition being the Inventory and Schedule of Condition to be attached as Schedule A after the move in has taken place.

The Term of the Tenancy

Insert the length of the Tenancy, for example six months or any greater or lesser period; and the calendar dates on which the Tenancy is to start.

Term	12 MONTHS
From and including	23 October 2015

The Rent Payable.

£3000.00 Payable monthly

The Rent Due Date

Note the description of "cleared funds" on page 2.

The Rent is to be paid until further notice in the following manner.

In cleared funds in advance on the rent due day being the **23rd of each month**

The Rent shall be paid by the Tenant by **Bankers Standing Order** to the account of **Rushbrook and Rathbone Ltd Clients Account, Nat West Bank plc High Street Hitchin SG5 1BW, Bank Sort Code 60-11-10, Account Number 61758450.**

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Deposit

£4154.00

is to be paid on or before the signing of this agreement

2. The Deposit

- 2(a) The Tenant agrees to pay to the Landlord's Agent the Deposit on the signing of this Agreement.
- 2(b) The Deposit paid by the Tenant is held as security for the performance of the Tenant's promises and obligations under the Agreement and to compensate the Landlord for any breach by the Tenant of the matters set out in this Agreement.
- 2(c) During the Tenancy the Deposit is held by the Landlord's Agent as Stakeholder which means that no deduction can be made from the Deposit without the written consent of both the Landlord and the Tenant. The Landlord's Agent is a member of the Tenancy Deposit Scheme.
- 2(d) Any interest earned shall belong to the Landlord's Agent
- 2(e) The Deposit has been taken for the following purposes:
- 2(e)1 Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.
- 2(e)2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings; any costs incurred by the Landlord or the Landlord's Agent in re-letting the Property if in breach of this Agreement the Tenant vacates the Property prior to the end of the fixed Term unless the termination is in compliance with a break clause; and any housing benefit which is clawed back by the local authority from the Landlord or the Landlord's Agent.
- 2(e)3 Any loss due to any other breach of the terms of the Agreement.
- 2(e)4 Any unpaid accounts for utilities, telephone, or water charges including environmental services and sewerage or other similar services or council tax incurred at the Property for which the Tenant is liable.
- 2(e)5 Any 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.
- 2(f) The holding and use of the Deposit shall be separate from any other rights and remedies of the Landlord under this Agreement.
- 2(g) After the end of the Tenancy the Landlord's Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within 28 working days of the end of the Tenancy or any extension of it. If there is more than one person forming the Tenant, the Landlord or the Landlord's Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one person forming the Tenant at his last known address.
- 2(h) If the amount of monies that the Landlord or the Landlord's Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Landlord's Agent may require the Tenant to pay that additional sum to the Landlord or the Landlord's Agent within 14 days of the Tenant receiving that request in writing.
- 2(i) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Landlord's Agent, holds the Deposit or any part of it.
- 2(j) The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Herts
HP1 9GN
phone 0845 226 7837
web www.thedisputeservice.co.uk
email deposits@tds.gb.com
fax 01442 253193

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At the end of the Tenancy

2(k) The Agent must tell the Tenant within 15 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

2(l) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

2(m) The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 28 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

2(n) If, after 15 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 2.(o) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

2(o) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 2(l) to 2(n) above.

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3.The Tenant's Obligations

These clauses set out what is expected of the Tenant during the Tenancy. If any major obligation is broken the Landlord or the Landlord's Agent may be able to deduct money from the Deposit at the end of the Tenancy, claim damages or ask the court to grant possession.

The Tenant agrees with the Landlord as follows:

Rent

1. To pay the Rent in cleared funds in advance by the Rent Due Date specified in the Main Terms of the Tenancy Agreement in the manner specified by the Landlord in writing, if any.
2. To pay interest on any payment of Rent not made as set out in the Main Terms of the Tenancy Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Bank of England Base Rate.
3. Any person other than the Tenant who pays the Rent (or any part of the Rent) shall be deemed to have made payment as the agent for and on behalf of the Tenant and not on his own behalf. The Landlord will be entitled to make this assumption without further enquiry.

Administration and Other Costs

To pay as follows:

4. To pay the cost of a check out of the Inventory and Schedule of Condition listing the condition of the Property and the Fixtures and Fittings at the end or earlier termination of the Tenancy.
5. To pay the additional cost incurred by the Landlord, the Agent or the inventory clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed initial appointment.
6. To pay to the Landlord's Agent **£96.00** inclusive of VAT as a Tenancy Arrangement fee and **£108.00** inclusive of VAT **per applicant** in respect of referencing.
7. To pay to the Landlord's Agent **£72.00** inclusive of VAT for each extension of the Tenancy. In the event there is more than one tenant, each tenant shall pay to the Landlord's Agent the sum of **£42.00** inclusive of VAT towards the costs of each extension of Tenancy
8. The costs to the Tenant of Stamp Duty Land Tax payable to Her Majesty's Revenue and Customs if applicable.
9. Any costs or bank charges incurred by the Landlord or the Landlord's Agent if any cheque is dishonoured or any standing order recalled.
10. Any administration costs incurred by the Landlord's Agent in sending letters to the Tenant concerning the late payment of Rent.
11. Any administration costs not paid by any assignee if the Landlord agrees to an assignment which are incurred by the Landlord's Agent following the early ending of the Tenancy by the Tenant will be deducted from the Deposit.
12. The reasonable costs of any damage caused by the negligence or misuse of the Property or the Fixtures and Fittings by the Tenant, the Tenant's family or the Tenant's visitors.
13. Any re-letting costs or commission incurred by the Landlord if the Tenant vacates the Property early apart from in accordance with a break clause.
14. To pay an administration charge of **£96.00** inclusive of VAT to the Landlord's agent for the cost of producing a new Agreement when there is a change of Tenant. Each new applicant for the new Agreement will pay **£108.00** inclusive of VAT in respect of referencing.

Services

15. To notify the suppliers of gas water, electricity, other fuel and telephone services to the Property that the Tenancy has started
16. To apply for the accounts for the provision of those services at the start of the Tenancy to be put into the name of the Tenant and to maintain all these services for the total length of the Tenancy paying all standard charges and all charges for the consumption of these services.

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17. To pay for all services to the Property (including charges falling due as a result of energy efficiency improvements made to the Property under the Green Deal): The gas, electricity, water rates including sewerage and environmental services (if applicable and if not included in the Rent) council tax (or any other property tax) telephone line rental and call charges, television licence fee and satellite or cable fees if installed.
18. Not allow any of these services to be discontinued or disconnected at any time and to pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service whether caused by anything done or not done by the tenant.
19. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.
20. Not to change the supplier of these services, or the telephone number at the Property, without formal permission from the Landlord or the Landlord's Agent, such permission not to be unreasonably withheld or delayed. The Tenant will provide the name, address and account number of the supplier to the Landlord or the Landlord's Agent promptly after any transfer has been made.
21. To pay for all charges associated with any change of supplier and the transfer back to the original supplier at the end of or earlier termination of the Tenancy.
22. To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Property.
23. To pay promptly all correct accounts for these services at the end of the Tenancy following final readings and billings. This includes the installation of any pre-payment meter.
24. To pay for the emptying of the septic tank (if applicable) throughout the Tenancy and at the end of the Tenancy provided it has been emptied prior to the start of the Tenancy and proof has been provided of such action by way of an invoice from the service provider.
25. To pay to have the oil tanks filled throughout the Tenancy and To leave the oil tank filled to the same level at the end of the Tenancy as at the commencement (if applicable).

Correspondence

26. To forward promptly to the Landlord or the Landlord's Agent any notice or other communication received at the Property relevant to the Property.
27. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Landlord's Agent promptly.

The Manner of Use of the Property

28. Unless paragraph (29) below applies to use the Property only as a private residence for the occupation of the Tenant and his immediate family and not to carry on any formal or registered trade business or profession there.
29. Where the Tenant comprises a number of individuals who do not form part of a single family group, the property is let on the condition that the Tenants only may occupy the property.
30. To use and look after the Property in a proper manner throughout the Tenancy.
31. To agree that any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any licensee or visitor to do or not to do that thing.
32. To be responsible and liable for all the obligations under this Agreement as a joint and several Tenant if applicable, as explained in the Definitions.
33. To protect the Property, and, in particular, to keep the inside of the Property and the Fixtures and Fittings described in Schedule A to this Agreement in the same condition throughout the Term of the Tenancy or any extension of it. To avoid doubt the Tenant will not be responsible for:
 - fair wear and tear to the Property or the Fixtures and Fittings; or
 - any damage caused to the Property by fire and other insured risks unless due to the negligence or misuse of the Tenant, his family or visitors. A copy of the main terms of the insurance maintained by the Landlord as at the date of this Agreement is set out in Schedule C to this Agreement;
 - repairs that are the responsibility of the Landlord.
34. To replace glass broken by the Tenant, the Tenant's family or guests promptly with the same quality glass.
35. To replace light bulbs, florescent tubes, fuses and batteries that fail during the course of the Tenancy at the Tenant's expense.
36. To notify the Landlord or the Landlord's Agent promptly of any electrical problems with wiring, plugs, or appliances.

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for which the Landlord is responsible.

59. Not to commit any act which causes deterioration of the Property and of the Fixtures and Fittings.
60. To prevent or stop further damage to the Property and to the Fixtures and Fittings for example, turning off the water supply to the Property at the mains in the event of a burst or leaking pipe, and removing furniture from a room effected by flooding.
61. At least once every nine months of the tenancy to have any working chimneys, made use of by the Tenant swept by an appropriate person and retain a suitable record, receipt or invoice to demonstrate compliance with this clause.
62. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electric system.
63. To test at regular intervals any battery operated smoke alarms fitted in the Premises and replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery to promptly inform the Landlord or his agent
64. Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.
65. Not to change or tamper with the thermostatic settings regulating the temperature of the hot water supply to the property and to ensure that the shower heads at the property are descaled and cleaned regularly. Also to ensure that following an absence of 2 weeks or more the hot and cold water taps at the property are flushed through by running the taps for at least 2 minutes before use.
66. Not to tamper with or do anything to de-activate the alarms fitted at the property. It is the tenants responsibility to ensure that batteries are replaced as and when necessary and to test the smoke alarms and carbon monoxide detectors monthly, reporting to the Landlord or the Landlords agent any fault or defect.

The Garden

67. To keep the garden and outside areas of the Property (if any) in good seasonable order throughout the Tenancy.
68. To cut the grass at regular intervals and keep the borders and paths of the Property weeded.
69. To take care to preserve and maintain the shrubs, trees and plants growing in the garden of the Property (if any) and, in particular to preserve any plants of particular value listed in the Inventory and Schedule of Condition, including the watering of any house plants listed in the Inventory and Schedule of Condition.
70. Not to cut down, remove or otherwise injure the shrubs, trees and plants growing in the garden of the Property (if any) except for appropriate pruning and trimming including the regular cutting of hedges to their existing height and shape as at the start of the Tenancy.
71. To hand back the gardens and grounds of the Property to the Landlord at the end of the Tenancy in the state and condition described in the Inventory and Schedule of Condition.

Insurance

72. Not to compromise or invalidate or do anything which might adversely affect the Landlord's insurance policy or any insurance policy on the Property or to cause the premiums to be increased.
73. To pay to the Landlord all reasonable sums paid by the Landlord for any increase in the insurance premium for the policy, or necessary expenses incurred as a result of a failure by the Tenant, his family, or visitors, to comply with this Agreement.
74. To inform the Landlord or his Agent and provide written details of any loss or damage to the Property or Fixtures and Fittings, promptly upon the damage coming to the attention of the Tenant.
75. Not to remove from the Premises any of the Landlord's fixtures or fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent in writing of the Landlord or his agent. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy are returned, within reason, to the same places from which they were removed.

The Tenant is advised to take out and maintain appropriate insurance on all his own furniture, contents and effects in the Property.

Absence from the Property

76. To formally notify the Landlord or the Landlord's Agent if the Property is to be unoccupied for any period in excess of two weeks.

Cleaning

77. To wash, iron and press linen, bedding, curtains and net curtains in the Property regularly and at the end of

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Tenancy.

78. To clean the inside and outside of all easily accessible windows of the Property regularly and at the end of the Tenancy.
79. To clean the Property and the Fixtures and Fittings regularly and to clean or pay for the professional cleaning of the Property and the Fixtures and Fittings to the same standard as detailed in Schedule A at the end of the Tenancy.

Access and visits

80. Except in an emergency when access may be required with less than 24 hours notice and at any time to permit the Landlord, any Superior Landlord, the Landlord's Agent or the Superior Landlord's Agent, with or without workman or professional advisers authorised by the Landlord or the Landlord's Agent access to the Property during reasonable hours provided the Tenant has been given at least 24 hours written notice in advance of the proposed visit and the Tenant consents to the date and time for the following:
 - to visit, inspect, repair and maintain the Property or the building of which the Property forms part;
 - the Tenant has not complied with a written notice under clause 3 (41) of this Agreement and the Landlord or the Agent wishes to enter the Property in accordance with that clause;
 - the Landlord, the Agent, the Superior Landlord or an appointed contractor seeks to carry out work for which the Landlord is responsible;
 - a professional adviser has been appointed by or authorised by the Landlord, the Superior Landlord or the Agent to visit or inspect the Property;
 - to carry out any work required to ensure the Landlord complies with his statutory obligations;
 - to carry out a gas safety check;
81. To allow during the last eight weeks of the Tenancy visits to the Property by the Landlord or the Landlord's Agent together with any other persons in connection with the re-letting, sale or refurbishment of the Property at dates and times mutually agreed with the Tenant provided at least twenty four hours notice in writing has been given.
82. To allow the erection of the Landlord's Agent's board at the Property advertising the Property for sale or rent during the last eight weeks of the Tenancy.
83. In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property, or their authorised workman or their professional advisors, access to the Landlord's Premises in order to carry out any work required to the Premises or their neighbouring property under the Party Walls etc. Act 1996.

Assignment and under-letting

84. Not to under-let, or charge as security for the payment of a debt or performance of an obligation or part with or share possession or occupation of the Property or any part of the Property, and not to receive paying guests.

Security

85. Not to leave the Property unoccupied at any time without first securing all windows and doors using all locks and bolts available and setting any burglar alarm fitted to the Property.
86. Not to alter, change or install additional locks or bolts on any doors and windows in and about the Property.
87. Not to have any additional keys made for existing locks except in an emergency without the consent of the Landlord or the Landlord's Agent, such consent not to be unreasonably withheld or delayed.
88. To notify the Landlord or the Landlord's Agent immediately, if any keys or other security devices belonging to the Property are lost and to pay to the Landlord the reasonable costs in replacing the locks or other security devices involved promptly upon receiving a written request for payment.
89. To set the burglar alarm at the Property (if any) when the Property is vacant and at night.
90. To notify the Landlord or the Landlord's Agent of any new code immediately and to confirm that notification in writing immediately.
91. To pay for any call out charge for the burglar alarm if any of the charge is incurred due to the misuse or negligence of the Tenant, his family or visitors.

Nuisance

92. Not to behave or to allow the Tenants family, household or visitors to behave in such a way as to cause or in such a way which is likely to cause a nuisance or annoyance to those residing in, visiting or undertaking legal activities in the locality of the Property
93. Not to use or play any electrical equipment or musical instrument or practice singing at the Property in a manner

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Safety Regulations

14. All gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record will be given to the Tenant at the start of the Tenancy and annually thereafter.
15. All the Fixtures and Fittings, furniture and equipment within the Property complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
16. All electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.
17. Any electrician carrying out electrical work at the Property is a member of an approved scheme.

Other Taxes and Charges

18. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Property apart from those specified as the obligations of the Tenant in this Agreement.
19. To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy.
20. To pay for the cost of checking the Inventory and Schedule of Condition at the start of the Tenancy.

Possessions and Refuse

21. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

Ownership and Consents

22. To confirm that the Landlord listed in this Agreement is the owner of the leasehold or freehold interest in the Property.
23. To confirm that all consents necessary to let the Property to the Tenant have been obtained from any Superior Landlord, mortgagees, insurance companies and others.
24. Where the Landlord's normal place of abode is not in the United Kingdom he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or agent the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident Landlords.

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1. THE SIGNING OF THE DOCUMENTS.

It is usual to sign two copies of these agreements. The copies of the Agreements will then dated and exchanged.

The copy known as the "original" is signed by the Landlord and handed to the Tenant.

The copy known as the "counterpart" is signed by the Tenant and handed to the Landlord.

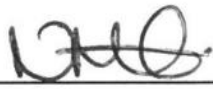
All signatures are to be witnessed by an independent party.


SIGNED

 By , or for and on behalf of the LANDLORD

In the presence of Washbrook & Rathbone L

SIGNED
 Portmill House
 Portmill Lane
 Hitchin
 Hertfordshire
 SG5 1DJ


 Witness name address


SIGNED & Print Name

HUGO DEVLIN
 First TENANT

SIGNED & Print Name **Second TENANT**

SIGNED & Print Name **Third TENANT**

SIGNED & Print Name **Fourth TENANT**

In the presence of:

SIGNED


 LAURA DEVLIN
 278 AVENUE DES VOIRONS
 DIVONNE LES BAINS

 Witness name address

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NAME OF THE LETTING AGENT

A2 Rushbrook and Rathbone Ltd

DETAILS OF THE LANDLORD(S)

A3 Name(s) Andrew MERRY and Louise MERRY

A4 Address

53 Kenneth Road
Manly Vale
NSW 2093
Sydney AUSTRALIA

A5 E mail address enquiries@rushbrookrathbone.co.uk

A6 Telephone number 01462 420201

A7 Fax number 01462 453036

DETAILS OF THE TENANT(S)

A8 Name Hugo Alexander DEVLIN

A9 Address

278 AVENUE DES VOIRONS
DIVONNE LES BAINS
01220 FRANCE

A10 E mail address hugodevlin@gmail.com

A11 Mobile number 07496 035 695

A12 Fax number -

Contact details for the tenant(s) to be used at the end of the tenancy

A13 Name HUGO DEVLIN

A14 Address

FLAT 27, 6 HALL ROAD
LONDON NW8 9PA

Initials LL Tenant HAJ

A15	E mail address	hugodevlin@gmail.com
A16	Mobile number	07496 035693
A17	Fax number	—

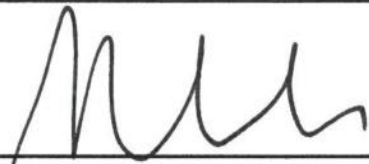
Please provide the details requested in **A8–A17 for each tenant** (there is a continuation sheet for this purpose). If there is a **relevant person** (i.e. anyone who has arranged to pay the deposit on the tenant's behalf) the details requested in **A8–A12 must be provided for them**, as part of the Prescribed Information. Use the continuation sheet for this purpose.

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in clause(s) 2e of the tenancy agreement. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

CONFIRMATION

The landlord certifies and confirms that:


- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord	
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The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)



Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

Initials EL  Tenant 

Prescribed Information for Assured Shorthold Tenancies (Continuation Sheet)

Tick one of the following:

- The information below relates to a Tenant ?
- The information below relates to a Relevant Person ?

First line of address of the property to which the tenancy relates

12 Connaught Road

A8 Name

A9 Address

A10 E mail address

A11 Mobile number

A12 Fax number

Details of the Tenant(s) contact details to be used at the end of the tenancy

*(This section only needs to be completed for a tenant, **not** a relevant person)*

A13 Name

A14 Address

A15 E mail address Tick if the same as shown in A10

A16 Mobile number Tick if the same as shown in A11

A17 Fax number Tick if the same as shown in A12

Please provide the details requested in A8-A17 for each tenant and the details in A8 to A12 for each relevant person (ie anyone who has arranged to pay the deposit on the tenant's behalf). Attach this sheet securely to the remainder of the Prescribed Information.

Initials LL t Tenant HA