

**AGREEMENT** dated the << >>

**Landlord:** <<Landlord's name>> <<SS>>

**Tenant:** <<Tenant's name>> <>

**Property:** The house [and garden]

<<Address>>

<<Address>>

<<Address>>

together with the effects specified in the inventory  
signed by the parties

**Start Date:** <<Day and month>>

**End Date:** <<Day and month>>

**Rental Period:** From <<Time>> [a.m.] to <<Time>> [a.m.][p.m.] on the  
End Date

**Rent:** £<< >>

**Deposit:** << >>% of the Rent

**[Security Deposit:** £<< >>]

## 1. LETTING

- 1.1 The Landlord lets the Property for the Rental Period at the Rent.
- 1.2 The Property is let on a tenancy within paragraph 9 of Schedule 1 to the Housing Act 1988. The tenancy granted by this Agreement is not a periodic tenancy and the Tenant has no right to occupy the Property for more than 12 months.

## 2. INTERPRETATION

- 2.1 Any obligation on the Tenant to do an act or thing includes an obligation to ensure that another person to do such act or thing.
- 2.2 Whenever there is a reference in this Agreement to a person comprising the Landlord or the Tenant their obligation is against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be enforceable by any court of competent jurisdiction (Rights of Third Parties) Act 1999.
- 2.4 An obligation in this Agreement to pay includes an obligation to pay Value Added Tax in respect of the payment.

### 3. RENT AND BOOKING DEPOSIT

3.1 The Tenant must pay the Rent to the Landlord or the Landlord's agent on the signing of this Agreement.

3.2 The Tenant must pay the Rent due to the Landlord at least <<insert number of days>> before the Start Date.

### 4. [SECURITY DEPOSIT]

4.1 The Tenant must pay the Security Deposit to the Landlord no later than the date on which the booking is confirmed.

4.2 The Security Deposit shall be held by the Landlord and applied against the cost of remedying any damage caused by the Tenant.

4.3 The Security Deposit shall be returned to the Tenant not more than 14 days after the End Date of the booking, less the cost of remedying any damage.]

### 5. CANCELLATION

5.1 If the Tenant terminates the booking (<<insert number of weeks>> before the Start Date or more than <<insert number of weeks>> before the Start Date the Landlord shall be entitled to an administration fee of <<insert amount>>, e.g. £100>> but the Landlord will refund the Security Deposit paid by the Tenant.

5.2 If the Tenant terminates the booking (<<insert number of weeks>> before the Start Date or giving less than <<insert number of weeks>> before the Start Date the following provisions will apply:

5.2.1 Termination (<<insert number of weeks>> before the Start Date – the Landlord retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Tenant.

5.2.2 Termination (<<insert number of weeks>> before the Start Date – the Landlord retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Tenant.

5.2.3 Termination (<<insert number of weeks>> before the Start Date – the Landlord retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Tenant.

5.2.4 Termination (<<insert number of weeks>> before the Start Date – the Landlord retains <<insert percentage>>% of the Rent and will refund all other sums paid by the Tenant.

5.3 If the Tenant has terminated the booking (<<insert number of weeks>> before the Start Date or giving less than <<insert number of weeks>> before the Start Date the Security Deposit] by the date specified in Clause <<insert number>> of the Agreement under Cancellation shall be deemed to have terminated the booking.

### 6. THE TENANT'S COVENANTS

6.1 The Tenant agrees

6.1.1 To use the Property in a safe and careful manner and not allow the Property to become dirty, clean and tidy at all times.

- 6.1.2 To make good any damage caused to the Property (including the Landlord's fixtures and fittings) and any other property owned by the Landlord through the use of the Property
- a) any breach of the terms set out in this Agreement;
- b) any interference with the enjoyment of the Tenant or any person at the Property without the Landlord's permission.
- 6.1.3 To keep the Property in the same condition as at the start of the Inventory clean and in the same condition as at the start of the Rental Period (fair wear and tear and damage caused by the Tenant are excepted) and to make good or replace with items of similar kind and equal value such as may be required by the Landlord or the option of the Landlord to pay compensation for any damage.
- 6.1.4 Not to block or interfere with the taps baths wash basins WCs cisterns or pipes serving the Property.
- 6.1.5 To keep the Property at a reasonable level during the winter months to prevent damage to the property or the water pipes drains tanks and other fixtures by cold weather.
- 6.1.6 To report to the Landlord any damage destruction loss defect or disrepair affecting the Property as it comes to the attention of the Tenant.
- 6.1.7 To place all items in the Property as provided for the Property by the Landlord or the Landlord's agent.
- 6.1.8 To allow the Landlord or anyone with Landlord's written authority to enter the Property at any times of the day to inspect its condition and to carry out any necessary repairs provided the Landlord gives reasonable notice (with regard to the work to be undertaken) and not to interfere with or obstruct any such person.
- 6.1.9 In cases of emergency the Landlord or anyone with the Landlord's authority may enter the property at any time and without notice.
- 6.1.10 To use the Property as a holiday residence for a maximum of <<insert maximum number of occupants>> people only.
- 6.1.11 Not to do anything which may be a nuisance to or cause damage to the Landlord or the tenants or occupiers of the Property.

6.1.12 Not to play a musical instrument or other device which can be heard outside the Property before 8am.

6.1.13 Not to use the Property for immoral purposes.

6.1.14 Not to use the Property in a way which contravenes a restriction affecting the Property (including any superior leasehold) title which the Landlord has given attention.

6.1.15 Not to cause or permit the accumulation of any dangerous or inflammable substance to collect in or on the Property from those needed for general domestic use.

6.1.16 Not to display any sign or advertisement that is visible from outside the Property.

6.1.17 [Not to keep any animal or pet.]

**OR**

[Not to keep any animal or pet other than a single well behaved dog.]

**OR**

[Not to keep any animal or pet without first obtaining the Landlord's written consent, subject to any conditions imposed by the Landlord.]

6.1.18 Not to smoke.

6.1.19 To comply with any regulations affecting the Property which the Landlord gives attention.

6.1.20 Not to assign or sublet the Property or any part of the Property and not to part with possession or occupation of the Property or any part of it.

6.1.21 Not to permit any person to occupy the Property as a lodger.

6.1.22 Not to alter or damage the appearance structure exterior or interior of the Property or the arrangement of the fixtures furniture and effects belonging to the Property.

6.1.23 At the end of the tenancy to remove the Tenant's belongings from the Property and leave the Property clean and tidy so that the Property is ready for re-occupation.

## 7. FORFEITURE

If there has been a subs

Agreement the Landlord m

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remain in force.

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## 8. THE LANDLORD'S OBLI

8.1 The Landlord agree

8.1.1 That the Te

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person claim

ss and enjoy the Property during

ruption from the Landlord or any

he Landlord.

8.1.2 To provide a

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## 9. NOTICES

9.1 Under section 48 o

notified that notices

Landlord by the Ten

nt Act 1987 the Tenant is hereby

ceedings) must be served on the

ess:-

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<< >>.

9.2 [If the Tenant serve

Landlord's agent at

d he must also send a copy to the

<< >>

<< >>

<< >>.]

9.3 The Landlord must

Tenant at the Property.

## 10. JURISDICTION

This Agreement shall be g

gland and Wales.

SIGNED by

<<Name of Landlord >>

Landlord

SIGNED by

<<Name of Tenant(s)>>

Tenant(s)