

**AGREEMENT** dated the << >>

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

**Landlord's Agent:** <<Agency name>>

**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 regulated tenancy and the Tenant has no security of tenure.

## 2. INTERPRETATION

- 2.1 Any obligation on the Landlord to do an act or thing includes an obligation to require another person to do such act or thing.
- 2.2 Whenever there is a reference in this Agreement to a party comprising the Landlord or the Tenant their obligations shall be binding against all of them jointly and severally.
- 2.3 The Landlord and Tenant agree that this Agreement should be governed by the law of England and Wales and that this Agreement should be enforceable by any court of competent jurisdiction (including the Courts of the Contracts (Rights of Third Parties) Act 1999.

- 2.4 An obligation in this Agreement includes an obligation to pay Value Added Tax in accordance with the provisions of the law.
- 3. RENT AND BOOKING DEPOSIT**
- 3.1 The Tenant must pay the Rent to the Landlord's Agent on the signing of this Agreement.
- 3.2 The Tenant must pay the Rent to the Landlord's Agent at least <<insert number>> weeks before the Start Date.
- 4. [SECURITY DEPOSIT]**
- 4.1 The Tenant must pay the Security Deposit to the Landlord's Agent no later than the date on which the Rent is to be paid.
- 4.2 The Security Deposit shall be held by the Landlord's Agent on behalf of the Tenant for the purpose of remedying any damage to the Property caused by the Tenant.
- 4.3 The Security Deposit shall be repaid to the Tenant not more than 14 days after the End Date of the Agreement, or the date for the cost of remedying any damage.]
- 5. CANCELLATION**
- 5.1 If the Tenant terminates the booking (i.e. cancels the booking) more than <<insert number of weeks>> before the Start Date the Landlord shall be entitled to a cancellation fee of <<insert amount, e.g. £100>> administration fee but the Landlord will refund the balance of the booking fee paid by the Tenant.
- 5.2 If the Tenant terminates the booking (i.e. cancels the booking) giving less than <<insert number of weeks>> before the Start Date the following provisions will apply:
- 5.2.1 Termination of the booking giving less than <<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 of the booking giving less than <<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 of the booking giving less than <<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 of the booking giving less than <<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 not terminated the booking by the date specified in Clause 5.2, the Landlord shall be deemed to have terminated the booking and the Security Deposit] by the date specified in Clause 5.2, the Landlord shall be deemed to have terminated the booking and the Security Deposit shall be repaid to the Tenant not more than 14 days after the End Date of the Agreement, or the date for the cost of remedying any damage.]

## 6. THE TENANT'S COVENANTS

### 6.1 The Tenant agrees

- 6.1.1 To use the Property in a proper and careful manner and not allow it to deteriorate and to keep the Property 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 by:
  - a) any business carried on by the Tenant set out in this Agreement;
  - b) any individual acting in the presence of the Tenant or any person at the Property without the Tenant'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 reasonably excepted) and to make good or replace with new items of similar and equal value such as may be required, at the option of the Landlord to pay compensation for any loss or 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 freezing of 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 deterioration as it comes to the attention of the Tenant.
- 6.1.7 To place all rubbish in the bins provided for the Property by the Landlord or its Agent.
- 6.1.8 To allow the Landlord's Agent or anyone with the Landlord's written authority with any workmen and necessary appliances to enter the Property at reasonable times of the day to inspect its condition and to carry out any necessary repairs provided reasonable notice (with regard to the workmen) is given beforehand and not to interfere with or obstruct any workmen.
- 6.1.9 In cases of emergency to allow the Landlord or anyone with the Landlord's written authority to 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 persons>> 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 gramophone 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 a superior leasehold) title which has been brought to the Landlord's attention.

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

6.1.16 Not to display anything on the Property which is a nuisance or an eyesore or which 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 consent and subject to any conditions imposed by the Landlord.]

6.1.18 Not to smoke on the Property.

6.1.19 To comply with any regulations affecting the Property which have been brought to the Landlord's attention.

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

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

6.1.22 Not to alter or damage the interior of the Property or the effects belonging to the Landlord.

the appearance structure exterior or the replacement of the fixtures furniture and

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

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## 7. FORFEITURE

If there has been a substantial breach of the Tenant's obligations in this Agreement the Landlord may terminate the Agreement (i.e. bring it to an end) and recover possession of the Property. The remedies of the Landlord will remain in force.

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## 8. THE LANDLORD'S OBLIGATIONS

8.1 The Landlord agrees to:

8.1.1 That the Tenant shall have the right to use and enjoy the Property during the term of the Rental Agreement without interruption from the Landlord or any person claiming under the Landlord.

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8.1.2 To provide a set of keys to the Tenant at the Property.

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## 9. NOTICES

9.1 Under section 48 of the Landlord and Tenant Act 1987 the Tenant is hereby notified that notices (including notices of proceedings) must be served on the Landlord by the Tenant in the following manner:-

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<< >>  
<< >>.

9.2 [If the Tenant serves a notice on the Landlord he must also send a copy to the Landlord's Agent at the following address:-

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<< >>  
<< >>.]

9.3 The Landlord must not obstruct the Tenant at the Property.

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## 10. JURISDICTION

This Agreement shall be governed by the law of England and Wales.

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SIGNED by  
<<Name of Landlord's Agent>>

Acting as agent for the Landlord

SIGNED by  
<<Name of Tenant(s)>>  
Tenant(s)

S  
A  
M  
P  
L  
E