

Dated

2009

(1) BODORGAN PROPERTIES (CI) LIMITED

(2) [*tenant's name*]

(3) [*guarantor's name*]

**AGREEMENT
FOR ASSURED SHORTHOLD TENANCY**

[*property address*]

Term : 12 months

From :

To :

**Meyrick Estate Management Limited
Estate Office
Bodorgan
Anglesey
LL62 5LP**

BETWEEN:

- (1) **THE LANDLORD** : BODORGAN PROPERTIES (CI) LIMITED
whose registered office is at 15 Esplanade St
Helier Jersey JE1 1RB
- (2) **THE TENANT** : [tenant's name] of [address]
- (3) **THE GUARANTOR** : [guarantor's name] of [address]

INTRODUCTION

The Landlord and the Tenant wish to enter into an Assured Shorthold Tenancy in relation to the Property described below.

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement:

- 1.1 The following words and expressions shall have the following meanings for all purposes:

- Agreement : this agreement
- Deposit : the sum of £* (*)
- Due Date : The first Due Date is []. After that the Due Date is the [] day of each calendar month.
- Property : the unfurnished house and land at [property name and address] including any garage, gardens and driveway shown for identification purposes only edged red on the attached plan excepting and reserving the rights set out in the attached schedule
- Rent : £* (*) per calendar month payable in advance on the Due Date without any deductions by cash or cheque to the Bodorgan Estate Office
- TDS : Tenancy Deposit Solutions Limited [Mydeposits]
- Term : Twelve months from and including [] up to and including [].

- 1.2 Words in the singular include the plural and vice versa.

- 1.3 Where any party comprises more than one person the obligations and liabilities of that party shall be the joint and several obligations of the persons comprising that party.

- 1.4 Any reference to Tenancy refers to the tenancy created by this Agreement.

2. **AGREEMENT**

2.1 At the request of the Guarantor, the Landlord lets and the Tenant takes the Property for the Term at the Rent.

2.2 The Tenant, the Guarantor and the Landlord will carry out their obligations set out below.

3. **TENANTS POSITIVE OBLIGATIONS**

The Tenant will;

3.1 **Rent**

Pay the Rent in advance on the Due Date.

3.2 **Interest**

Pay interest on any arrears as calculated in clause 6.

3.3 **Outgoings**

3.3.1 Pay all outgoings assessed, charged or imposed on the Property or the Tenant from now until the end of the Tenancy. In particular, this obligation includes (but is not restricted to) the following services and facilities:

- Water and sewerage rates
- Gas/Oil
- Electricity
- Telephone and internet
- Television licence
- Council Tax
- Emptying of any septic tank system

3.3.2 Immediately after signing of the Agreement, apply to the appropriate authorities and providers for the services to be transferred into the name of the Tenant.

3.3.3 On vacating the Property at the end of the Tenancy, arrange for all meters to be read by the appropriate authorities and for final accounts to be submitted to the Tenant and pay such accounts immediately on receipt (providing evidence of the same to the Landlord at the end of the Tenancy).

3.3.4 Pay the reconnection charges and indemnify the Landlord against any demands or claims made for any service or facility which is disconnected due to the non-payment of an account by the Tenant.

3.4 **Repair and condition**

3.4.1 Keep the Property including the gardens, driveway, garage, fixtures, fittings and furniture in a good state of repair and clean and tidy allowing for fair wear and tear and arrange for the windows (inside and outside), window frames and door frames to be cleaned at least once every two calendar months and at the end of the Tenancy.

3.4.2 Keep the interior of the Property and the paint and decorations, window fittings, blinds, curtains, carpets, vinyl flooring, lights, glass doors and door furniture in good clean and tidy condition.

- 3.4.3 Pay or arrange for the professional washing and cleaning of all carpets and flooring in the Property at the end of the Tenancy.
- 3.4.4 Mow the lawns as often as necessary to maintain a tidy external appearance of the Property and keep the flower beds free from weed and the gardens clean and tidy and not make any changes to the character of the exterior of the Property (including the gardens, driveway, garage, trees, hedges and flower beds) without the Landlord's written consent.
- 3.4.5 A Schedule of Condition is to be prepared by the Landlord which the parties to the Agreement will agree, sign and attach to the Agreement so as to record the condition of the Property, fixtures fittings and furniture (**Contents**) as at the date of this Agreement. [A list of the Contents at the Property will also be agreed and attached to this Agreement.]
- 3.4.6 Advise the Landlord or his agent of any defects and disrepair in or at the Property for which the Landlord is liable as soon as they arise.
- 3.4.7 Keep clean, in good working order and free from obstruction all toilets, baths, sinks, taps, showers, cisterns, gutters, sewers, down pipes, drains, sanitary apparatus, water and waste pipes and indemnify the Landlord against all damage arising due to breach of this obligation or through leakage or overflow from any such drains or fittings due to any such breach.
- 3.4.8 Check and maintain the burglar alarm and smoke alarms (if any), including replacing the batteries in such devices.
- 3.4.9 Replace, repair or pay for as soon as practicable any of the fixtures, fittings and furniture, windows and doors which have been broken, damaged, lost or rendered useless by the Tenant during the Tenancy.
- 3.4.10 Remove all rubbish from the Property before returning the Property to the Landlord.
- 3.4.11 Leave the Contents at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 3.4.12 Keep the Property sufficiently well aired and warmed to prevent the build up of condensation and mildew growth
- 3.4.13 Replace all broken glass in the windows and doors with glass of the same type and design
- 3.4.14 Pay and arrange for the chimney in the Property (if any) to be professionally swept at the end of the Tenancy
- 3.5 **Deposit**
- 3.5.1 Pay to the Landlord the Deposit by or on the first Due Date as security for the Landlord against any loss arising because of the Tenant's breach of any agreement or obligation in this Agreement.
- 3.5.2 At the end of the Tenancy, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:
- make good any damage to the Property or the Contents (except for fair wear and tear);
 - replace any of the Contents which may be missing from the Property;
 - pay any accounts for utilities, Council tax charges or any other taxes or accounts for which the Tenant may be liable, which remain unpaid;

- pay any Rent which remains unpaid; and
- pay for the Property and the Contents to be cleaned if the Tenant is in breach of its obligations under clause 3.4.
- pay for any loss arising because of the Tenant's breach of any other agreement or obligation in this Agreement

3.6 Tenancy Deposit Scheme arrangements

3.6.1 The Deposit is protected by TENANCY DEPOSIT SOLUTIONS LIMITED of 3rd Floor, Kingmaker House, Station Road, New Barnet, Hertfordshire, EN5 1NZ, telephone: 0871 703 0552, fax: 08456343403, email: info@mydeposits.co.uk. The Deposit is held by the Agent.

3.6.2 The Landlord will provide within 14 days of the Deposit being received the prescribed information required under the rules of the TDS

3.6.3 The Landlord agrees that the Deposit shall be held in accordance with the rules of the TDS.

3.6.4 The Landlord and Tenant agree that any interest accrued from the Deposit shall be paid to Landlord.

3.6.5 The Landlord shall inform the Tenant within ten Working Days of the Tenancy ending if the Landlord intends to withhold all or part of the Deposit as detailed in clause 3.5.

3.6.6 Where the Tenant is two or more persons then the first named tenant shall be the lead tenant for the purposes of the TDS

3.7 Permit Landlord's entry

Allow the Landlord or anyone appointed by him to enter the Property at reasonable times during the day and on reasonable prior notice (at least 24 hours unless it is an emergency) to:

3.7.1 Ensure the Tenant is complying with his obligations;

3.7.2 Carry out repairs or other obligations of the Landlord;

3.7.3 Show the Property to prospective tenants or purchasers;

3.7.4 Repair, maintain, install, construct, re-route or replace any service media

3.8 Use

Use the Property only as a single private dwelling for the occupation of the Tenant.

3.9 Notices

Give notice to the Landlord of the following matters without delay:

3.9.1 Any defects in the Property for which the Landlord might be liable;

3.9.2 Any matters which might give rise to a claim under the Landlord's insurance policy;

3.9.3 Any notices relating to the Property received by the Tenant.

3.10 Security and keys

3.10.1 Use the security code for the alarm system (if any) as agreed in writing with the Landlord on the first Due Date and not change the security code during the Tenancy.

3.10.2 Lock and secure all windows and doors in the Property and set the alarm system (if any) when leaving the Property unoccupied for any period of time.

3.10.3 Deliver the keys to the Property to the Landlord by 14:00 on the last day of the Tenancy.

3.11 **Insurance**

Be responsible for arranging insurance cover for public liability and personal effects, belongings and contents brought into or onto the Property by the Tenant and the Landlord shall not be liable for any loss or damage irrespective of how such loss or damage occurs.

4. **TENANTS NEGATIVE OBLIGATIONS**

The Tenant will not:

4.1 **Alterations**

Make any alterations or additions to the Property (structural or otherwise) nor decorate the Property or change the locks and security system without the Landlord's written consent or tamper with or otherwise interfere with the smoke alarms (if any) the electric, gas or plumbing systems, installations or meters in or serving the Property.

4.2 **Assignment**

Assign the benefit of this Agreement or underlet or part with possession of the Property or any part of it nor take in lodgers

4.3 **Nuisance**

4.3.1 Do or allow anything on the Property which may be or become a nuisance or cause damage, inconvenience or annoyance to the Landlord or the occupiers of any adjoining or neighbouring properties.

4.3.2 Make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 10 pm and 7 am so as to be audible outside the Property.

4.4 **Use**

4.4.1 Use the Property for a business, auction sale, any illegal or immoral purpose nor for the storage of vehicles which are not taxed and insured nor for carrying out services and repairs to motor vehicles.

4.4.2 Store or keep any sheds, huts, caravans, boats or other movable dwellings nor site any tents

4.5 **Insurance**

4.5.1 Insure the buildings or the Landlord's fixtures and fittings.

4.5.2 Do or allow anything at the Property which might result in any increased or extra premium becoming payable.

4.5.3 Cause an overload or interfere with the electrical installation.

4.6 **Pets**

Keep any pets or animals of any kind at the Property without the Landlord's consent

4.7 **Smoking**

Smoke or allow smoking in the Property.

- 4.8 **Leaving the Property vacant for more than 7 days**
Leave the Property unoccupied or vacant for more than 7 days at any one time without first notifying the Landlord in writing.
- 4.9 **Posters or notices at the Property**
Exhibit any poster or notice so as to be visible from the outside of the Property.
- 4.10 **Visitors**
Permit any visitor to stay for a period of more than three weeks within any three month period.
- 4.11 **Use of the address**
Give the address of the Property in any telephone or e-mail directory during the Tenancy, and must take all necessary steps to ensure that no communications to or for the Tenant are directed to any telephone or computer at the Property after the Tenant has vacated.
- 4.12 **Bodorgan Estate**
To trespass on the land forming part of the Bodorgan Estate and not to allow any persons visiting or staying at the Property to commit such trespass and to take all steps to bring the terms of this clause to their notice
- 4.13 **Utilities**
To change the utility or service providers without the Landlord's consent in writing which is not to be unreasonably withheld
5. **THE LANDLORD'S OBLIGATIONS**
The Landlord will:
- 5.1 **Insurance**
Insure the buildings and the Landlord's fixtures fittings and furniture against fire and any other risks at the Landlord's discretion
- 5.2 **Repair insured risks**
Make good any damage covered by such insurance as soon as practicable unless the insurance cover is made void by the Tenant's acts in which case the Tenant will make good any such damage. Where the Property is rendered uninhabitable the Rent shall not be payable until the Property becomes habitable.
- In case of any dispute under this clause the matter shall be referred to arbitration under the Arbitration Act 1996.
- 5.3 **Quiet enjoyment**
Permit the Tenant paying the Rent under this Agreement and performing and observing the various obligations set out in this Agreement to hold the Property peaceably and without any interruption by the Landlord or his agents.
6. **INTEREST ON ARREARS**
- 6.1 If the Tenant fails to pay the Rent within 14 days of it being due the Tenant must pay interest to the Landlord.
- 6.2 The Tenant must also pay interest on any other sums owed to the Landlord if they are not settled within 14 days.
- 6.3 The interest rate which will be charged is 4% above the base rate of Lloyds TSB Bank PLC at the time the interest is payable.

6.4 Interest will be charged from the date payment was due until the date full payment is actually made.

6.5 The provisions of this clause are without prejudice to any other right or remedy the Landlord may have.

7. **DEFAULT BY TENANT**

7.1 If the Rent reserved by this Agreement or any part of it is unpaid for 15 days after the Due Date (whether formally demanded or not) or if any of the Tenant's agreements and obligations shall not be observed or performed the Landlord or any person authorised by the Landlord may re-enter the Property or any part of it in the name of the whole and at that time this tenancy shall be determined but without prejudice to any right of action of the Landlord in respect of any antecedent breach of the Tenant's agreements and obligations contained in this Agreement

7.2 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

8. **LANDLORD'S BREAK CLAUSE**

If the Landlord wishes to determine this agreement at any time before the expiry of the Term, he may give to the Tenant not less than 2 months' written notice. The Term shall absolutely determine on the expiration of such notice but without prejudice to the rights of either party in relation to any existing breach of the terms of this Agreement.

9. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the [Contracts \(Rights of Third Parties\) Act 1999](#).

10. **RIGHTS AND EASEMENTS**

The operation of the [Law of Property Act 1925 section 62](#) is excluded from this agreement. The only rights granted to the Tenant are those expressly set out in this agreement, and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord.

11. **GOVERNING LAW AND JURISDICTION**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter will be governed by and in accordance with the law of England and Wales.

12 **GUARANTEE AND INDEMNITY**

12.1 The Guarantor guarantees to the Landlord that the Tenant shall pay the Rent and observe and perform the tenant covenants of this agreement and that if the Tenant fails to pay the Rent or to observe or perform any of the tenant covenants, the Guarantor shall pay or observe and perform them.

- 12.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant to pay the Rent or any failure to observe or perform any of the tenant covenants of this agreement.
- 12.3 The liability of the Guarantor under clause 11.1 and clause 11.2 shall continue until the Tenancy comes to an end and the Tenant is released from the tenant covenants of this agreement.
- 12.4 The liability of the Guarantor shall not be affected by:
 - 12.4.1 any time or indulgence granted by the Landlord to the Tenant; or
 - 12.4.2 any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the tenant covenants of this agreement or in making any demand in respect of them: or
 - 12.4.3 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rent or to observe or perform the tenant covenants of this agreement.
 - 12.4.4 the Landlord taking any action or refraining from taking any action in connection with the Deposit.
 - 12.4.5 the Tenant dying or becoming incapable of managing its affairs.

Schedule

Exceptions and Reservations in favour of the Landlord

1. All mines and minerals gravel and timber and trees under or upon the Property
2. The right to use and connect into any utilities and service media at the Property and the right to install and construct service media at the Property to serve any part of the Bodorgan Estate or any neighbouring property
3. All game, wildfowl, snipe, landrail, woodcock (including the nests and eggs of the same) hares, rabbits, foxes and fish with the exclusive right of preserving hunting, coursing, shooting, sporting and taking the same and of authorising others to do so either as tenants or licensees
4. The benefit of all wayleave contracts (whether existing at the date of this Agreement or entered into during the Tenancy) and all other contracts existing at the date of this Agreement and affecting the Property (if any)

We hereby agree the foregoing

Signed on behalf of)
Bodorgan Properties (CI) Limited)

Authorised Signatory

SIGNED by [tenant's name]

SIGNED by [tenant's name]

SIGNED by [guarantor's name]

