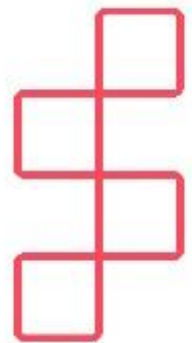


**fresh.**

**Assured Shorthold Tenancy  
Agreement**



**Definitions and interpretation**

The definitions and rules of interpretation in this clause apply in this Agreement:

Definitions:

**Building:** means the building known as 27 College Road, Croydon.

**Common Parts:** means any part of the Building which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings.

**Controlled Parking Zone:** means an area or zone where there are (or are in the future) continuous parking controls which seek to restrict or limit parking within an area (such controls normally taking the form of yellow lines, waiting restrictions and parking bays).

**Council's Car Parks:** means any car parks within the London Brough of Croydon (including future car parks).

**Fixtures and Fittings:** means any of the Landlord's furniture, furnishings, sanitary wear, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and include anything listed in the Inventory.

**Landlord:** A reference in this Agreement to the Landlord includes a reference to anyone who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

**Managing Agent:** means Fresh UK Ltd or any other managing agent appointed by the Landlord from time to time to manage the Property.

**Motor Vehicle:** means any vehicle including a motorcycle intended or adapted for use on a road and/or highway and propelled by a motor.

**Parking Permit:** means a parking permit issued by the Council under Section 45(2) of The Road Traffic Regulations Act 1984 to an owner of Occupier of a Housing Unt allowing a Motor Vehicle to part in a Parking Place in a Controlled Parking Zone but not including a disabled persons 'blue badge' issued under Section 21 of the Chronically Sick and Disabled Persons Act 1970.

**Parking Place:** a parking place designated by the Council by an order (or otherwise) under the Road Traffic Regulation Act 1984 and under the Traffic management Act 2004 or other relevant legislation.

**Property:** A reference in this agreement to the Property includes part or parts of the flat forming part of the property being let. When the Property forms part of a larger building, the Property includes the use, in common with others, of the Common Parts.

**Tenancy:** A reference in this agreement to the Tenancy is to the tenancy created by this Agreement and include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the initial term of the tenancy stated in the Particulars.

**Tenant:** A reference to the Tenant includes a person, or persons, who at any relevant time are entitled to occupy the Property under the terms of this Agreement.

**Lead Tenant:** the person who is authorised by all persons who form the Tenant to liaise with the Landlord or Managing Agent on behalf of all matters relating to the Tenancy. The Lead Tenant is authorised to negotiate and agree any deductions from and release of the Deposit. In the event of a dispute the Lead Tenant will be authorised to raise the dispute with the Tenancy Deposit Scheme on behalf of all persons forming the Tenant.

**House Rules:** the rules described in the Residents' Handbook and any revisions issued by the Landlord/Managing Agent from time to time, for the benefit of the Building.

**Inventory:** the inventory and report of condition provided to the Tenant at the start of the Tenancy and annexed to this Agreement at Annex 1.

**Season Ticket:** means a quarterly, sick monthly or annual ticket.

**Stakeholder:** A reference to Stakeholder means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.

**Tenancy Deposit Scheme (TDS)** means an authorised deposit protection scheme, set up in accordance with the Housing Act 2004.

**Working Day:** any day other than Saturday, Sunday or any bank or public holiday.

**Jointly and Severally:** A reference in this agreement to Jointly and Severally will mean when the Tenant is more than one person, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual.

Interpretation:

- 1.1 In this Agreement where the context so admits the masculine gender shall include the feminine and the singular number shall include the plural number and where there are two or more persons included in the expressions "the Landlord" and "the Tenant" covenants expressed to be made by the Landlord and by the Tenant shall be deemed to be by such persons Jointly and Severally.

- 1.2 A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being, taking into account of any amendment, extension or re-enactment of the law concerned.
- 1.3 Whenever there is more than one person comprising the Tenant(s) all covenants and obligations can be enforced against all of those persons Jointly and Severally.
- 1.4 The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Managing Agent upon written request.
- 1.5 References to clauses are to clauses of this Agreement.
- 1.6 This Agreement shall be governed by English law and shall be subject to the jurisdiction of the courts of England and Wales.

Assured Shorthold Tenancy Agreement

**This is an agreement for letting a dwelling on a fixed term Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 (as amended).**

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.** If there are any previous agreed conditions that are not included in this agreement, this agreement will take precedence and forms the final binding agreement between the parties.

This is an Agreement for a one year fixed term assured shorthold tenancy agreement between the Landlord and Tenant.

**Section A. Main Terms of the Agreement**

**1. THE PARTIES**

<b>Landlord</b>	Tide Properties Limited  5 <sup>th</sup> Floor, 62-64 Baker Street, London, United Kingdom W1U 7DF  The "Landlord"
<b>Tenant(s)</b>	<ol style="list-style-type: none"> <li>1. #Tenant Name# (Lead Tenant)</li> <li>2. #Tenant Name#</li> <li>3. #Tenant Name#</li> <li>4. #Tenant Name#</li> </ol> The "Tenant"
<b>Managing Agent</b>	Fresh Property Group Ltd  50 Jermyn Street, London SW1Y 6LX  Email: customersupport@thisisfresh.com  Operating under the Brand: Fresh  The "Managing Agent"

**2. PERMITTED OCCUPIERS**

2.1 The Landlord agrees that in addition to the Tenant, the following person(s) (the "Tenant's Household") (who for the avoidance of doubt are not tenant(s)) may live at the Property:

(a) the Tenant's children or other dependants who are under 18 years of age at the start of the Tenancy; and

(b) the following adults (if any):

Adult 1	#Name#
Adult 2	#Name#

2.2 The Tenant must not allow any other adults (save for those listed above) to live at the Property without the prior written consent of the Landlord.

2.3 Any obligations on the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any member of the Tenant's Household or any visitor to do or not do the same thing. The Tenant will take full responsibility for the acts or omissions of the Tenant's Household or any visitor.

**3. THE PROPERTY AND COMMON PARTS**

<b>The Address</b>	# Address #  The "Property"
<b>Description of the Property</b>	# e.g. 1 Bed Flat  The Property is:  #Fully Furnished  [Includes the Fixtures and Fittings]
<b>Common Parts</b>	In addition to the Property, the Tenant shall also have use of the following Common Parts:  Shared Access to the Property [ ]

	<p>Other Shared Facilities</p> <p>Roof terrace, garden, cycle store and bin store in the Building.</p>
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3.1 The Landlord must provide the Tenant with such information about the Property, the Property’s installations any services provided to the Property as reasonably necessary to enable the Tenant to comply with the obligations contained in Clauses B2 (payment of council tax, utilities and other charges) and B4 (care and maintenance of the Property) of this Agreement.

**4. THE TERM AND EXPIRY OF THE FIXED TERM**

4.1 The Landlord lets the Property to the Tenant for a term:

Beginning on:	# Date#
Ending on:	#Date#

at the Rent, unless terminated early in accordance with Section D of this Agreement (Landlord’s grounds (reasons) for possession) or unless terminated early by mutual agreement between the parties.

4.2 If the Tenant continues to live in the Property after the expiry of the fixed term referred to in clause 4.1 and no further tenancy has been entered into by the parties, then from the expiry date of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

**5. THE RENT AND OTHER CHARGES**

<b>The Rent</b>	<p>£ #Amount# per month for the first year of the [fixed term].</p> <p>Payable in advance on the #date# of the month</p> <p>The first payment is to be made on #date# and further payments are to be made on #date#</p> <p>The rent is inclusive of the following: Not applicable.</p>
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	<p><i>Your first months rent and Tenancy Deposit must be paid by cleared funds within seven days of the Tenancy Agreement being signed or one working day prior to the tenancy start date, whichever happens soonest. Further payments are to be made on 1st day of each month.</i></p> <p><i>If your tenancy commences before or on the 15<sup>th</sup> of the month, you will be required to pay the value of rent remaining up to the end of that month( ie total annual rent divided by 365 then multiplied by the remaining days in the month). If your tenancy commences on or after the 16<sup>th</sup>, you will be required to pay the remainder of that month(calculated as above), plus the full monthly rent for the following month.</i></p>
The <b>Deposit</b>	£

#### 5.1 Interest payable on overdue Rent:

- (a) Interest at a rate of 3% per annum above the Bank of England's base rate (calculated on a daily basis) will be payable by the Tenant to the Landlord on any Rent which is more than 14 days overdue. The interest will payable from the date on which the Rent fell due until the date on which it is actually paid.
- (b) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other sums payable under this Agreement on the ground that the Landlord or the Managing Agent holds the Deposit or any part of it.

#### 5.2 Method of Payment

- (a) The Rent must be paid by the Tenant in advance by recurring payment or standing order.
- (b) Any Rent payment made by any third party will be treated as a payment made for and on behalf of the Tenant and will not grant that third party with any rights over the Tenancy.

### 6. DEPOSIT



- 6.1 The Tenant shall pay to the Landlord or the Managing Agent, on the signing of this Agreement, the Deposit which shall be transferred by the Managing Agent to TDS who will hold the Deposit in the Custodial Scheme as Stakeholder for the duration of the Tenancy. The Managing Agent is a member of the Tenancy Deposit Custodial Scheme.
- 6.2 The Tenant agrees that if more than one person forms the Tenant the name of the Lead Tenant for the TDS will be provided to the Landlord or the Managing Agent within fourteen days of the Tenancy starting or the Deposit being taken, whichever is earlier. The Tenant agrees that the Lead Tenant is authorised to accept service of all documents relating to the Deposit from the TDS, the Landlord and the Managing Agent on behalf of each person forming the Tenant.
- 6.3 After the end of the Tenancy, the Landlord or the Managing Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the Deposit any monies referred to in clause A6 of this Agreement. If more than one such deduction is to be made from the Deposit by the Landlord or the Managing Agent, monies will be deducted from the Deposit in the order listed in clause A6.6 of this Agreement.
- 6.4 After the end of the Tenancy, in the event of there being no proposed deductions to the Deposit, the Managing Agent on the Landlord's behalf shall request TDS to return the Deposit to the Tenant within thirty days of the end of the Tenancy or any extension of it.
- 6.5 If the amount of monies that the Landlord or the Managing Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Tenant shall pay that additional sum to the Landlord or the Managing Agent within fourteen days of the Tenant receiving a request for such sum in writing.
- 6.6 The Managing Agent, with the written consent of the Tenant, may request TDS to deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
  - any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;

- 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);
- any sum repayable by the Landlord or the Managing Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Managing Agent;
- any other breach by the Tenant of the terms of this Agreement;
- any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone, Telecommunications charges, or other fuels;
- any unpaid council tax.

6.7 After the end of the Tenancy, if there are proposed deductions to the Deposit:

6.7.1 The Managing Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.

6.7.2 The Deposit will be returned to the Tenant by TDS within a reasonable timescale from all deductions being agreed between the Landlord and the Tenant except in case of dispute. Any dispute regarding deductions from the Deposit can be referred to the Alternative Dispute Resolution service of TDS up until ninety days after the end of the Tenancy.

#### Protection of the Deposit

The Deposit is safeguarded by the TDS, which is administered by:

West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG

Telephone 0300 037 1001

Email [deposits@tenancydepositscheme.com](mailto:deposits@tenancydepositscheme.com)

6.8 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses A6.7 and A6.8 above.

#### 6.9 Joint Consent to Adjudication

Where there is more than one person forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all

the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.

## 7. THE INVENTORY

The Landlord, or someone acting on behalf of the Landlord have prepared an inventory and report of condition, it is attached to this Agreement (see Annex 1).

### Section B. Tenant's Obligations

#### 1. PAYMENT OF RENT

The Tenant must pay the Rent in advance whether formally demanded or not, on or before the agreed dates (see clause A5).

#### 2. COUNCIL TAX, UTILITIES AND OTHER CHARGES

- 2.1 Except where included in the Rent (see clause A5) the Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.
- 2.2 Except where included in the Rent (see clause A5) the Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas, or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable, WiFi or other telecommunications services ("Telecommunications") to the Property during the Tenancy.
- 2.3 To notify the relevant suppliers/ providers at the commencement of the Tenancy of the Tenant's liability for all charges referred to in clause B2.2 and, where applicable, arrange for all accounts to be transferred into the Tenant's name for the duration of the Tenancy (including completing any forms required to affect such a transfer). The Tenant shall procure its own Telecommunications supply at the Property.

- 2.4 Except where included in the Rent (see clause A5), the Tenant must pay any television license fee payable in respect of the Property during the Tenancy.
- 2.5 The Tenant must not cause or allow the disconnection of any of the utility services connected to the Property.
- 2.6 Where the Tenant allows any service mentioned in clause B2.2 to be disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service or otherwise, any charges associated with reconnecting or resuming such services will be payable by the Tenant.
- 2.7 The Tenant must not make any change to the supplier of any utilities (save for in respect of Telecommunications) at the Property.
- 2.8 The Tenant must in respect of all utilities at the Property (save for Telecommunications) notify the Managing Agent of the utility account numbers at the end of the Tenancy with a joint meter read between the Managing Agent and Tenant to close the final accounts. On closing accounts with the utility suppliers, the Tenant must provide the last date of responsibility as agreed with the Landlord and the Landlord's name (not the Managing Agent) as the person subsequently responsible, save for any Telecommunications accounts, in respect of which the Landlord shall have no such responsibility. The Tenant must close all Telecommunications accounts and terminate all contracts with the relevant Telecommunication supplier(s) at the end of the Tenancy and ensure that all outstanding charges connected with such account(s) are paid. Upon request, the Tenant shall provide the Managing Agent with receipted final Telecommunications account(s).

### **3. USE OF THE PROPERTY**

- 3.1 The Tenant must only use the Property as the only or principal private residence of the Tenant and the Tenant's Household.
- 3.2 The Tenant must not use or knowingly permit to be used the Property for the purpose of a business, trade or profession.
- 3.3 The Tenant must not register a company at the address of the Property or allow any sale by auction at the Property.

- 3.4 The Tenant agrees that neither the Tenant nor its visitors will bring private vehicles onto the Building except where private motor vehicles are brought onto the Building by registered disabled occupiers.
- 3.5 The lessee for himself and his successors in title being the owner or owners for the time being of the term of years hereby granted hereby covenants with the lessor and separately with the Mayor and Burgesses of the London Borough of Croydon not to apply for nor knowingly permit an application (nor procure application) to be made by any person residing in the premises to the London Borough of Croydon for any Parking Permit (other than a disabled persons' parking permit) or Season Ticket for Council's Car Parks in respect of the premises hereby demised and so that if such a permit or Season Ticket is issued it shall be surrendered within 14 days of written request to do so from the London Borough of Croydon (by whom this covenant shall be enforceable under Section 1 of the Contracts (Rights of Third Parties) Act 1999)"
- 3.6 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.
- 3.7 The Tenant must not use or consume or allow to be used or consumed any drugs or any other substance on the Property or the Common Parts which is, or becomes, prohibited or restricted by law.
- 3.8 The Tenant must not place or erect any aerial, notice, cable equipment, advertisement, sign or board on or in the Property without the prior written consent of the Landlord or the Managing Agent.
- 3.9 The Tenant must not keep or store any dangerous or inflammable goods, materials or substances in or on the Property, apart from those required for general household use.
- 3.10 The Tenant must not do or knowingly permit to be done anything to or on the Property which may be or become a nuisance or cause damage or annoyance to the Landlord or to the occupiers of neighbouring properties.
- 3.11 The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord, which must not be unreasonably withheld or delayed. In the event of the Landlord's written consent being given for the keeping of any such pets or animals such consent may be withdrawn at any time without prior notice or justification. If such consent is given the Tenant will accept full responsibility for all and any damage done by the animals to the Property and will

ensure that the animals do not cause a nuisance to the Landlord or to any neighbouring occupiers.

3.12 The Tenant must ensure strict compliance with any rules associated with the Shared Facilities that the Tenant has access to. Access to the Shared Facilities can be revoked if there is non-compliance. Details of the House Rules are available in the Residents' Handbook.

3.13 The Tenant will comply with the Residents' Handbook which is available on the website under the Tenant's property booking information and included within the Resident App and any addition or revisions issued by the Landlord/Managing Agent from time to time, for the proper management of the Building.

3.14 The Tenant will use reasonable endeavours not to do anything which may adversely affect the environmental performance of the Building and will endeavour to minimise its environmental impact by:

3.14.1 utilising all plant and equipment in the Property in the way it was designed;

3.14.2 following the "Sustainable Living Guide" available on <https://www.thisisfresh.com/renting>;

3.14.3 following the waste management procedure (waste segregation and recycling provisions) implemented in the Building; and

3.14.4 appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

3.15 The Tenant must not smoke or use electronic cigarettes anywhere in the Property, Building or Common Parts.

3.16 The Tenant must not hang laundry or any other items from the windows of the Property or the Common Parts.

#### **4. CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY**

4.1 The Tenant must keep the Property, including the Fixtures and Fittings and any other items in the Inventory in the same condition as evidenced by the Inventory (fair wear and tear excepted). This to include (but is not limited to):

(a) keeping the Property clean and tidy and free from rubbish;

- (b) taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;
- (c) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
- (d) disposing of all rubbish in an appropriate manner and at the appropriate time in the allocated bins in the bin store in the Common Parts using the bin sacks provided to the Tenant at the start of this Tenancy.

4.2 To keep the Common Parts clean and tidy and free from rubbish.

4.3 The Tenant must notify the Landlord in writing as soon as reasonably possible about any repairs that are needed to the Property or to any items listed in the Inventory for which the Landlord is responsible (see clause C3).

4.4 The Tenant will be liable for the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out on clauses B 4.1 and B 4.2 or where the need for repair is attributable to the fault or negligence of the Tenant, any member of the Tenant's Household or any of the Tenant's visitors.

4.5 The Tenant must test smoke alarms and any carbon monoxide alarms located in the Property on a weekly basis and report any faults to the Managing Agent.

4.6 The Tenant must clean the inside of the windows of the Property as and when required during the Tenancy and at the end of the Tenancy. The Tenant must promptly pay for the replacement of any broken glass in windows at the Property where the Tenant, any member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

4.7 The Tenant must not interfere with, modify or add to any electrical wiring without the Landlord's prior written consent.

4.8 The Tenant must not overload, block or damage any of the drains or pipes at the Property and must clear any stoppages or blockages if they occur.

4.9 The Tenant must replace bulbs and fuses as and when necessary.

4.10 The Tenant must flush any infrequently used taps and shower heads in the Property on a monthly basis.



- 4.11 The Tenant must take reasonable precautions to prevent infestation of the Property and to pay for the eradication of any infestation caused by the Tenant, any member of the Tenant's Household or any of the Tenant's visitors.
- 4.12 The Tenant must not change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks. The keys to the Property are only capable of being copied by a specialist provider and so if the Tenant wishes to obtain a new key, or a copy of an existing key, the Tenant must contact the Managing Agent to request this. The Tenant must inform the Landlord immediately on the discovery of missing keys or access/alarm codes or if security of the Property is compromised in any way. For the avoidance of doubt the Tenant is responsible for the costs of replacing any keys or fobs.
- 4.13 The Tenant must not redecorate the Property or any part of it without the Landlord's prior written consent.
- 4.14 The Tenant must not make any addition or alteration to the Property without the Landlord's prior written consent.
- 4.15 The Tenant must not drill holes into any walls or hang any posters, pictures or other items on or affix anything to the walls of the Property, without the Landlord's prior written consent. In the event that such consent is given, the Managing Agent will procure that the consented items are hung or affixed at the Tenant's cost.

## **5. SECURITY OF THE PROPERTY AND PERIODS OF ABSENCE OF MORE THAN 28 DAYS**

- 5.1 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 5.2 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

## **6. ACCESS TO THE PROPERTY BY LANDLORD AGENT**

### **6.1 Routine Access**

Provided the Landlord or the Managing Agent (as applicable) has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord or the Managing Agent (with or without workmen) access to the Property at reasonable times of day for the following purposes:



- (a) to inspect the condition and state of repair of the Property;
- (b) to carry out repairs and any other works to the Property or any part of it for which the Landlord is responsible under this Agreement or to any adjoining or neighbouring premises; and
- (c) to carry out bi-annual fire safety inspections; and
- (d) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections, inspections in connection with the Building Safety Act 2022 and inspections of any smoke or carbon monoxide alarms installed at the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

## **6.2 Access for the purposes of re-letting the Property**

Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of the day during the last 3 months of the Tenancy to show prospective tenants, and/or letting agents around the Property.

## **6.3 Access during periods of absence of more than 28 days**

The Tenant agrees that if the Property is to be unoccupied for a period or more than 28 consecutive days, the Landlord may have access to the Property during that period for the purposes of keeping the Property insured and taking such steps as may be reasonably be necessary to mitigate the risk of damage to the Property during that period.

## **6.4 Emergency Access**

The Tenant must give the Landlord (or persons acting on the Landlord's behalf) or the Managing Agent immediate access to the Property in the event of an emergency. In the event of an emergency, should notice to the Tenant not be possible or access not expressly given, the Landlord and/or Managing Agent is entitled to enter the Property using its set of management keys without needing to comply with the remainder of section B6 of this Agreement.

## **7. ALIENATION**

The Tenant must not assign, underlet, party with the possession of or charge as security the Property or any part of it or take in any lodgers or paying guests or share occupation of the whole or any part of the Property, save that the Tenant may share occupation of the Property with the Tenant's Household.

## **8. INSURANCE**

The Tenant must not do or permit or suffer to be done anything whereby the policy or policies of insurance effected by the Landlord in respect of the Property or the Fixtures and Fittings may become void or voidable or whereby the premium may be increased.

## **9. NOTICES AND COSTS**

9.1 Upon receipt of any notice order or direction from a competent authority affecting or likely to affect the Property to comply therewith at the Tenant's own expense so far as such notice order direction or other thing or the Act Regulations or other instruments under virtue of which it is issued or the provisions hereof require them to do so and forthwith to deliver to the Landlord a copy of such notice order or direction.

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

9.3 The Tenant must promptly forward to the Landlord or Managing's Agent any correspondence received at the Property addressed to the Landlord.

## **10. MOVING OUT AT THE END OF THE TENANCY**

10.1 Except for fair wear and tear, the Tenant must return the Property, the Fixtures and Fittings and any items listed in the Inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

10.2 The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any member of the Tenant's Household or visitors and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal charges. [The Landlord will remove and store

possessions for 14 days after the end of the Tenancy (other than perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected by the Tenant within 14 days, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

10.3 The Tenant must give vacant possession of the Property and return all keys, fobs and other security devices to the Landlord at the end of the Tenancy.

10.4 The Tenant must provide the Landlord with a postal forwarding address at the end of the Tenancy.

## 11. RIGHT TO RENT

11.1 The Tenant and the Tenant's Household must provide a valid passport and visa or work permit to the Landlord or the Managing Agent prior to taking occupation of the Property and during the Tenancy upon request;

11.2 If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Managing Agent prior to occupation and relevant documentation provided for checking;

11.3 The Tenant and the Tenant's Household will inform the Landlord or the Managing Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

## 12. DATA PROTECTION

12.1 The personal information of both the Landlord and the Tenant will be retained by the Managing Agent in accordance with the terms of the Managing Agent's privacy policy (the "Policy") a copy of which has been provided to both parties and is available to view on the Managing Agent's website <https://thisisfreshrenting.com/>. In addition to the information provided to the Managing Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

- Details of performance of obligations under this Agreement by the Landlord and the Tenant;
- Known addresses or details of the Tenant and any other occupiers,

- Any other relevant information required by the parties listed below.

This personal information above can be shared with:

- Utility and water companies;
- The local authority;
- Authorised contractors;
- Credit and reference providers;
- Mortgage lenders;
- Legal advisers;
- Any other interested third party.

This information can/will be provided without further notice only when the Managing Agent is authorised to do so under the Policy.

### Section C. Landlord's Obligations

#### 1. TO GIVE THE TENANT POSSESSION AT THE START OF THE TENANCY

The Landlord must give the Tenant possession of the Property at the start of the Tenancy.

#### 2. NOT TO INTERFERE WITH THE TENANT'S RIGHT TO QUIET ENJOYMENT

The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment.

#### 3. REPAIR AND MAINTENANCE OF THE PROPERTY AND ITEMS LISTED ON THE INVENTORY

3.1 In accordance with Section 11 of the landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for the sanitation (including basins,

sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

(c) keep in repair and proper working order the installations in the Property for space heating and heating water.

3.2 The Landlord must keep in repair and proper working order any mechanical and electrical items forming part of the Fixtures and Fittings, except where the damage or need for repair is a result of the Tenant's failure to comply with obligation in clause B4.1 or failure to provide reasonable access to the Property as set out in clause B6.1.

#### **4. INSURANCE AND RENT SUSPENSION**

4.1 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use reasonable endeavours to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord will not insure the Tenant's belongings and so if the Tenant requires such insurance, they are advised to arrange insurance for themselves.

4.2 The Landlord must provide the Tenant with a copy of the relevant sections of any insurance policy at the request of the Tenant.

4.3 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this Agreement, the Tenant shall not be required to pay rent until the Property is ready for occupation and use.

## **Section D. Landlord's Grounds for Possession During the Fixed Term**

### **1. LANDLORD'S GROUNDS FOR POSSESSION**

If at any time during the fixed term of the Tenancy referred to in clause 4.1 any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out the Landlord may seek to re- enter the Property in accordance with its statutory obligations (and where necessary by obtaining a court order). If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall end, but without prejudice to any right of action or remedy to the Landlord in respect of any antecedent breach of the Tenant's obligations herein contained.

### **2. LANDLORD'S GROUNDS FOR POSSESSION WHERE THE TENANCY CEASES TO BE AN ASSURED SHORTHOLD TENANCY**

If the Tenancy ceases to be an assured (shorthold) tenancy and at any time:

2.1.1 the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

2.1.2 any agreement or obligation of the Tenant in this Agreement is not complied with; or

2.1.3 the Tenant is declared bankrupt

the Landlord may re-enter upon the Property and the Tenancy shall end but without prejudice to any right of action or remedy to the Landlord on respect of any

antecedent breach of the Tenant's obligations herein contained subject to any statutory provisions.

## **Section F. Contact Details and Service of Written Notices**

### **1. THE LANDLORD'S OR MANAGING AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD**

#### **1.1 Service of written notices by post or delivery by hand**

The Landlord agrees that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that address by first class post. Notices shall be taken to be received two working days after being posted or the day after being left at the Property.

The address for service of written notice and other documents on the Landlord is:  
C/O Fresh Property Group Ltd  
50 Jermyn Street  
London  
SW1Y 6LX

#### **1.2 Service of written notices by email**

The Landlord agrees that any notices given under or in connection with this Agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent.

The Managing Agent's email address for this purpose is:  
[customersupport@thisisfresh.com](mailto:customersupport@thisisfresh.com)

**1.3 Landlord's or Managing Agent's Emergency Contact Details**

The Managing Agent's telephone number can be found in the Residents' Handbook, and or displayed within the reception of the building and or can be found on the website <https://thisisfreshrenting.com/>.

**2. THE TENANT'S CONTACT DETAILS AND SERVICES OF NOTICES ON THE TENANT**

**Service of written notices by post or delivery by hand**

2.1 The Tenant agrees that any notices given under or in connection with this Agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received two working days after posting, the same day if hand delivered to the Property before 4.30pm or the next day if hand delivered to the Property after 4.30pm.

2.2 The Tenant agrees that any notices/necessary documentation given under or connection with this Agreement which are required to be given in writing may also be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Tenant's designated email address for this purpose is:

[Redacted]

**Section G - Documents**

By signing this agreement, I as Tenant am confirming I have received the following documents:

- "How to Rent" Handbook produced by the Government
- Energy Performance Certificate
- Electrical Condition Inspection Report
- Resident Handbook

**Signed by the following parties:**

**Tenant 1**

<b>Signature</b>	
<b>Full Name (block capitals)</b>	



<b>Address</b>	
<b>Date</b>	

**Tenant 2**

<b>Signature</b>	
<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

**Tenant 3**

<b>Signature</b>	
<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

**Tenant 4**

<b>Signature</b>	
<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

**Landlord**

<b>Signature</b>	
------------------	--

<b>Full Name (block capitals)</b>	
<b>Address</b>	
<b>Date</b>	

Sample

Annex 1

**INVENTORY AND REPORT OF CONDITION**

Sample