# Booking Terms and Conditions

## Property name: Fitz and Knox

### Holding Deposit

If you attend a viewing and wish to proceed with your application, a £99 holding deposit will be required to reserve your studio. We will provide the required written information about the tenancy and application process before taking the holding deposit.

Payment of your Holding Deposit does not guarantee that you will be offered or accepted for a Contract.

The 'Deadline for Agreement' is 15 calendar days from the date the holding deposit is received, unless otherwise agreed in writing with the Applicant.

The holding deposit will be refunded in full within seven days if:

- Your application is successful and you sign your Occupation Contract within the required timeframe.
- The Landlord decides not to proceed with the contract;
- The Applicant and Landlord fail to enter into an Occupation Contract before the deadline for agreement, through no fault of the Applicant; or
- The Landlord is prohibited from granting the contract.

The holding deposit may be retained by the Landlord if the Applicant:

- Withdraws from the proposed tenancy;
- Fails to take all reasonable steps to enter into the contract by the deadline for agreement; or
- Provides false or misleading information which materially affects their suitability as a tenant.

### Reference Checks

Our Reference Checks are administered by an external referencing agent. We allow 3 working days for the referencing to be passed after which time the apartment or studio may be offered to other applicants.

Referencing criteria includes a requirement for your income / joint income to be a minimum of 1.7 x the annual rent. You should also not have any unsatisfied CCJ's.



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## Sanction Checks

We are required by law to conduct Sanction Checks to ensure that applicants are not listed as 'designated persons' under the UK Government Sanctions List, maintained by the Office of Financial Sanctions Implementation (OFSI). These checks are carried out on behalf of the Landlord by our external referencing agent and will be completed alongside your general reference checks. If there is any indication that you are on this list, we are legally obligated to report you to OFSI.

By signing the application, you are confirming you will pass these checks. Should you fail, your application will be cancelled.

Issuing of the Occupation Contract will be, amongst other things, subject to the successful completion of these checks.

## Occupation Contract

A sample document is available in the ‘Booking info’ section of your chosen location’s website page.

Once issued, the final Occupation Contract must be signed by all Contract Holders and returned before the ‘Deadline for Agreement, or, in the case of short turnaround, 24 hours before move in. Failure to return the Contract may result in the offer being withdrawn.

## Cancellation

All Occupation Contacts are negotiated ‘subject to contract’. Once provided to you, the executed Occupation Contract is legally binding, and you will be unable to cancel.

## Tenancy Deposit / flatfair No Deposit Check In Fee Payment

A zero-deposit option may be offered, subject to fully satisfying the referencing requirements.

If you do not fully meet these requirements, a deposit equivalent to five weeks’ rent will be required. This deposit is to cover any potential damages to the property or any defaults during the tenancy.

If applicable, the Tenancy Deposit / flatfair No Deposit Check In Fee must be paid within 72 hours of receiving the invite from flatfair. The Occupation Contract cannot be issued until this is received.

Payment of the Tenancy Deposit must be made via the flatfair Portal by the Contract Holder directly rather than by any third party on the Contract Holder’s behalf. This will be held by the Tenancy Deposit Scheme (Custodial).

If you instead choose the flatfair No Deposit Check In Fee option, you will be required to make a one-off non-refundable payment of 28% of one months rent plus VAT via the flatfair Portal. At the end of your contract, you will be responsible to make payment for any damages or missed rent



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## First Rent Instalment

Your first month's rent must be paid by cleared funds within seven days of the Occupation Contract being signed or one working day prior to the contract start date, whichever happens soonest. Contracts will not be executed prior to the initial monies having been paid.

Your first month's rent is calculated as follows:

If your tenancy begins on or before the 15th of the month, your first rent instalment will cover the remaining days of that month. This is calculated by taking the current months rent, dividing by the number of days in the month, and then multiplying by the remaining days in the month.

If your tenancy commences on or after the 16th, you will be required to pay the remainder of the current month (calculated as above), plus the full monthly rent for the following month.

## Payment Due Dates

Rent payments are due on the 1st of each month as detailed in the Contract.

In the case of joint tenancies, Tenants should nominate one person to make the payment on their behalf – payments from multiple accounts may incur an additional charge.

## Advertised Monthly Rents

Please be advised that advertised rent charges and offers may fluctuate throughout the year. The rent of your studio will be secured once you have signed the Occupation Contract.

## Payment Method

Your first rent instalment payment must be made by credit or debit card.

Subsequent payments are required to be made using Pay By Bank via our Residents' App / Portal, or by Standing Order.

## Bills Included

Your rent includes Wi-Fi and your water charges. Please ask the General Manager for details of Wi-Fi speeds in the property and check your Wi-Fi device limitations.

**Fair Use Energy Allowance**

Your booking includes a fair use electricity allowance per year as detailed in your Occupation Contract.

A sample contract is attached to this terms and condition document – please review Clause 1.6, page 12 for more information.

This allowance is based on typical seasonal usage.

Electricity consumption during your tenancy will be monitored by an Energy Agent appointed to administer the fair use allowance. The Energy Agent may provide updates or notifications about your usage by email or through a relevant app or platform.



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If your electricity usage exceeds the expected seasonal level or the total allowance during the year, you will be responsible for paying the cost of the additional electricity used. Any charges for excess usage will be invoiced by the Energy Agent and must be paid within 14 days.

If your electricity usage is below the allowance, no refund, credit or reduction in booking fees will be given and any unused allowance cannot be carried forward.

For the purposes of administering the fair use allowance, your usage data (including meter readings and occupancy information) may be processed by the landlord and the Energy Agent solely to monitor energy consumption, issue usage notifications, calculate any excess charges and collect payment, in accordance with applicable UK data protection laws.

## Special Offers

Any special offers will be issued in accordance with their own Terms and Conditions.

## Transfer of Rights

You may not transfer any of your rights under these Terms and Conditions to any other person. We may transfer our rights under these reservation service terms and conditions to another business where we reasonably believe your rights will not be affected.

## Guarantors

Applicants may be required to nominate a Guarantor who must accept the role and sign a Deed of Guarantee.

The Guarantor will be responsible for guaranteeing the payment of rent and all other obligations as set out in the Contract in the event you fail to do so.

The Guarantor will be required to successfully pass reference checks.

Under no circumstance can the Guarantor be another tenant living in a property managed by Fresh.

If you are unable to nominate a suitable guarantor, you may be eligible to apply for a flatfair Tenant Guarantor. If you are approved and pay the one-off fee, flatfair will act as your guarantor for rent only. Please speak to our team for more information.

## Fresh App

The Fresh app is available across the UK and Ireland, you can download this directly from iOS and Android store. It is accessible using the email address used for the booking.

Please accept notifications to keep up to date with announcements within the property, payment dates and key events.

Data in the app is held in accordance with Fresh's privacy policy.



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## Privacy Policy

Your data associated with your booking will be held in accordance with Fresh's Privacy Policy. You can view the latest copy of the privacy policy **here**.

By processing an application, you are giving consent to be introduced to Flatfair.

## Appendix A: Sample Occupancy Contract

### SECTION A. KEY MATTERS AND OTHER IMPORTANT INFORMATION

#### 1. Key Matters

| | |
|---|---|
| **Type** | <<UTDESC>><br><br>The Premises is: <<FURNISHED>> |
| **Fixed Term** | beginning on <<UKPRLEASEFROM>> being the date when the Contract-Holder can begin occupying the Premises.<br><br>ending on <<UKPRLEASETO>><br><br>Periods where the Contract-Holder is not entitled to occupy the Premises, if any:<br><br>[NONE] |
| **Rent** | £ <<PRQUOTERENT>> Per Month for the fixed term.<br><br>The first month's rent and Deposit Replacement must be paid by cleared funds within seven days of the Occupation Contract being signed or one working day prior to the contract start date, whichever happens soonest. Further payments are to be made on the 1st of each month.<br>If your contract begins on or before the 15th of the month, your first rent instalment will cover the remaining days of that month. This is calculated by taking the current months rent, dividing by the number of days in the month, and then multiplying by the remaining days in the month.<br><br>If your contract commences on or after the 16th, you will be required to pay the remainder of the current month (calculated as above), plus the full monthly rent for the following month.<br><br>The rent is inclusive of the following:<br><br><<PROPERTY_LEASE_AGREEMENT_INFORMATION_PROPBUT_LEASEAGREEMENTINFO_UI>> |



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| | |
|---|---|
| **Deposit Amount** | £0.00 |
| **Deposit Replacement** | £<<FLATFAIR_DEP_AMOUNT>> paid to Flatfair and held in accordance with the rules of the Flatfair deposit replacement scheme.*<br><br>*Where the deposit replacement value is zero, the deposit replacement clauses within this agreement will no longer apply. |

1. The obligations and liabilities of the parties under this Contract are joint and several.

1.2 The Tenant confirms that they are not listed on the United Kingdom Sanctions List and are not subject to United Kingdom financial or trade sanctions, including any designations as a designated person, or equivalent under the new regulations effective from May 14, 2025. The Tenant also guarantees that they will not become listed or subject to such financial or trade sanctions at any point during the tenancy, in compliance with the updated legislative requirements

1.3 Annex 1 contains the explanatory information and definitions leaflet which explains how this Wales Fixed Term Standard Occupation Contract ("Contract") works.

**2. OTHER OCCUPIERS**

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

(a) The Contract-Holder's children or other dependants who are under 18 years of age at the start of the Contract; and

(b) The following adults (if any):

| | |
|---|---|
| Names | <<PERMITTEDOCCUPANTS>> |

2.2 The Contract-Holder must not allow any other adults to live at the Premises without the written consent of the Landlord, which must not be unreasonably withheld or delayed.



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2.3 The Contract-Holder must ensure that not more than <<MAXOCCUPANCY>> persons live at the Premises.

2.4 Any Obligations on the Contract-Holder under this Contract to do or not to do anything shall also require the Contract-Holder not to permit or allow any Member of the Contract-Holder's Household or visitor to do or not do the same thing. The Contract-Holder will take full responsibility for the acts or omissions of any permitted occupiers or any invited or non-invited guests.

**RIGHT FOR CHILDREN TO LIVE AT OR VISIT DWELLING (F+)**

2.5 (1) Subject to paragraph (2) of this term, you may permit a person who has not reached the age of 18 to live in or visit the dwelling.

(2) The landlord must not interfere with or restrict the exercise of your right under paragraph (1) of this term, unless the interference or restriction is a proportionate means of achieving a legitimate aim.

**Right to claim benefits (F+)**

2.6 The landlord must not prohibit you from being a benefits claimant within the meaning given by section 8J of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019.

## 3. THE PREMISES AND COMMON PARTS

3.1 The Landlord must provide the Contract-Holder with such information about the Premises, the Premises' installations, any services provided to the Premises as reasonably necessary to enable the Contract-Holder to comply with the obligations contained in Clauses B1 (payment of council tax, utilities and other charges) and B3 (care and maintenance of the Premises) of this Contract.

## 4. THE RENT AND OTHER CHARGES

4.1 The Contract-Holder agrees to pay the rent in full for the whole fixed term, in the instalments and on the dates stated on pages 2 and 3, whether or not the Contract-Holder receives a formal request from the landlord.

Interest payable on Overdue Rent: Interest of 3% above the Bank of England's base rate will be payable on any rent which is more than 7 days overdue. The interest will be payable from the end of the day on which the rent fell due until the date it is paid.

4.2 Method of Payment



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(a) The first Rent instalment payment must be made by credit or debit card.
(b) Subsequent Rent must be paid by the Tenant in advance by bank transfer or standing order.
(c) Any payment made by any third parties will be treated as a payment made on behalf of the Contract-Holder and will not grant that third party with any rights over the Contract.

4.3 Within 14 days of a request from the Contract-Holder, the Landlord must provide the Contract-Holder with written receipt of any Rent, or other consideration, paid or provided under the Contract (S).

4.4 Should the Contract come to an end in the middle of a rental period, the Landlord must repay, within a reasonable time, to the Contract-Holder any Rent which relates to any period falling after the date on which this Contract ends (S)

4.5 The Contract Holder agrees to pay the following extra sums for:
(a) Any damage to the Premises and Fixtures and Fittings caused by the contract Holder or arising from any breach of the terms of this Agreement by the Contract Holder;
(b) Any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
(c) Any costs incurred by the Landlord arising from my breach of this Agreement (including legal fees and court costs).

## 5. DEPOSIT

5.1 If the Contract-Holder pays deposit under this Contract (or another person pays a deposit on their behalf), the deposit must be dealt with in accordance with an authorised deposit scheme (F).

5.2 Before the end of the period of 30 days starting with the day on which the deposit is paid, the Landlord must comply with the initial requirements of the authorised deposit scheme, and give the Contract-Holder (and any person who has paid the deposit on their behalf) the required information (F).

5.3 The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with Section 45 of the Act, relating to the authorised deposit scheme which applies, the Landlord's compliance with the initial requirements of the scheme, and the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including the



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Contract-Holder's rights (and the rights of any person who has paid the deposit on the Contract-Holder's behalf) in relation to the deposit (F).

5.4 The Landlord may not require security (which includes a deposit) to be given in any form other than — a) money, or b) a guarantee (F+).The Contract-Holder shall pay to the Landlord or the Agent, on the signing of this Agreement, the Deposit which shall be transferred by the Agent to TDS who will hold the Deposit in the Custodial Scheme as Stakeholder. The Agent is a Member of the Contract Deposit Custodial Scheme. At the end of the Contract the Agent, shall request TDS to return the Deposit to the Contract-Holder subject to the possible deductions set out in this Contract**;**

5.5 The Contract-Holder agrees that if more than one person forms the Contract-Holder that the name of one person who will be known as the lead Contract-Holder ("Lead Contract-Holder") for the TDS will be provided to the Landlord or the Agent within fourteen days of the Contract starting or the Deposit being taken whichever is earlier. The Contract-Holder agrees that the Lead Contract-Holder is authorised to accept service of all documents regarding the Deposit from the TDS, the Landlord and the Agent on behalf of each person forming the Contract-Holder;

5.6 After the Contract the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Contract-Holder, to deduct from the sum held as the Deposit any monies referred to in Clause A5.9 of this Contract. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in Clause A5.9 of this Contract.

5.7 After the end of the Contract the Landlord or the Agent on the Landlord's behalf shall request TDS to return the Deposit, except in case of dispute subject to any deductions made under this Contract, within thirty days of the end of this Contract or any extension of it.

5.8 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Contract-Holder to pay that additional sum to the Landlord or the Agent within fourteen days of the Contract-Holder receiving that request in writing.

5.9 The Agent, with the written consent of the Contract-Holder, 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 Contract.
- any damage to the Premises and Fixtures and Fittings caused by the Contract-Holder or arising from any breach of the terms of this Contract by the Contract-Holder;
- any costs of removal, storage and disposal of the Contract Holders belongings at the end of the tenancy;



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- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Premises (whether or not the Landlord consented to its presence);
- any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
- any other breach by the Contract-Holder of the terms of this Contract;
- any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone charges, or other fuels;
- any unpaid council tax.

The Contract-Holder shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that there is a deposit held by the Contract Deposit Scheme.

Protection of the Deposit
The Deposit is safeguarded by the Contract Deposit Scheme, which is administered by:
The Tenancy Deposit Scheme, West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG
Telephone: 0300 037 1001
Email: deposits@tenancydepositscheme.com

At the end of the Contract:

5.10 The Agent must tell the Contract-Holder as soon as practicable after the end of the Contract if they propose to make any deductions from the Deposit.

5.11 The Deposit will be returned to the Contract-Holder by TDS within a reasonable timescale from all deductions being agreed between the Landlord and the Contract-Holder 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 Contract.

5.12 The statutory rights of the Landlord and the Contract-Holder to take legal action through the County Court remain unaffected by the Clauses above.

5.13 There being multiple persons forming the Contract-Holder each person forming the Contract-Holder 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 Contract.



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## 6. DEPOSIT REPLACEMENT

6.1 The Contract-Holder has, at their sole discretion, elected to use the Flatfair Service in place of the requirement for a Deposit to be paid and, subject to the terms of this Schedule, the Landlord agrees to waive the requirement for the Deposit.

6.2 The Deposit Replacement shall come into effect following:

6.2.1 payment of the Flatfair membership fee payable in respect of the Contract (as further set out in the Membership Terms);
6.2.2 the Contract-Holder entering into an agreement with Flatfair governed by the Tenant Membership Terms; and
6.2.3 the Landlord (or someone acting on behalf of the Landlord (an "Agent")) entering into an agreement with Flatfair governed by the Flatfair Landlord Terms and Conditions.

6.3 Once the Deposit Replacement is in effect the parties agree to resolve any dispute regarding a breach of the Contract between the parties through the Flatfair Portal and in accordance with the Tenant Membership Terms and Flatfair Landlord Terms and Conditions as they apply to the Contract-Holder and Landlord respectively. In particular:

6.3.1 the Contract-Holder shall pay the Landlord any amount due in accordance with the Tenant Membership Terms through the Flatfair Service;
6.3.2 the Contract-Holder agrees it cannot withhold payment of any instalment of the whole or part of the rent or any other monies payable under the Contract as a result of signing up to the Flatfair Service; and

6.4 At the end of the Contract:

6.4.1 the Landlord or Agent shall notify the Contract-Holder within 28 working days through the Flatfair Portal of any charge to be made to compensate the Landlord (including specifying the amounts to be charged and the reasons for any charges to be made);

6.4.2 the Landlord shall keep a formal record of the reason for these charges and appropriate supporting documentation; and the Contract-Holder may be charged, if applicable, following the procedures set out in the Tenant Membership Terms.

6.4.3 In the event of any disagreement between the Landlord and the Contract-Holder regarding any charges proposed at the end of the occupation contract, and where no agreement can be reached between the parties, the dispute shall be referred to Flatfair's chosen independent adjudicators.



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6.4.4 The adjudication process shall be conducted in accordance with Flatfair's dispute resolution procedures, and the decision of the independent adjudicator shall be final and binding on both parties.

6.4.5 The Contract-Holder shall be required to pay an adjudication fee of £25, which shall be refunded in the event that the charges proposed by the Landlord are reduced by the adjudicator by 50% or more.

## 7. THE INVENTORY AND REPORT OF CONDITION

7.1 The Landlord, or someone acting on behalf of the Landlord, will prepare an inventory and report of condition, which will be sent under separate cover.

7.2 Unless the Landlord receives written comments on or amendments to the inventory and report of condition within 7 days of the start of the Contract, the Contract-Holder shall be taken as accepting the inventory and report of condition as a full and accurate record of condition of the Premises and its contents.

7.3 The Landlord will ensure that any comments or amendments received from the Contract-Holder under Clause A6.2 are attached to the inventory and report of condition annexed to this Contract.

## 8. WRITTEN STATEMENTS (F+)

8.1 The Landlord must give the Contract-Holder a written statement of this Contract before the end of the period of 14 days starting with the occupation date. For the avoidance of doubt, this Contract is a written statement.

8.2 If there is a change in the identity of the Contract-Holder under this Contract, the Landlord must give the new Contract-Holder a written statement of this Contract before the end of the period of 14 days starting with the day on which the identity of the Contract-Holder changes, or if later, the day on which the Landlord (or in the case of joint Landlords, any one of them) becomes aware that the identity of the Contract-Holder has changed.

8.3 The Landlord may not charge a fee for providing a written statement as per Clause A7.1 or A7.2 of this Contract, the Contract-Holder may request a further written statement of this Contract at any time, but the Landlord may charge a reasonable fee for providing a further written statement.

8.4 The Landlord must give the Contract-Holder the further written statement before the end of the period of 14 days starting with the day of the request, or if the Landlord charges a fee, the day on which the Contract-Holder pays the fee.



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## 9. WRITTEN STATEMENT OF VARIATION (F+)

9.1 If this Contract is varied the Landlord must, before the end of the relevant period, give the Contract-Holder a written statement of the term or terms varied, or a written statement of this Contract as varied.

9.2 The relevant period is the period of 14 days starting with the day on which this Contract is varied.

9.3 The Landlord may not charge a fee for providing a written statement as per Clause A8.1.

## 10. PROVISION OF INFORMATION BY LANDLORD ABOUT THE LANDLORD (F+)

10.1 The Landlord must, before the end of the period of 14 days starting with the occupation date, give the Contract-Holder notice of an address to which the Contract-Holder may send documents that are intended for the Landlord. For the purposes of this Clause, the Landlord's address is set out above.

10.2 If there is a change in the identity of the Landlord, the new Landlord must, before the end of the period of 14 days starting with the day on which the new Landlord becomes the Landlord, give the Contract-Holder notice of the change in identity and of an address to which the Contract-Holder may send documents that are intended for the new Landlord.

10.3 If the address to which the Contract-Holder may send documents that are intended for the Landlord changes then the Landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the Contract-Holder notice of the new address.

## 11. COMPENSATION FOR BREACH OF CLAUSE A9 (F+)

11.1 If the Landlord fails to comply with an obligation under Clause A9, the Landlord is liable to pay the Contract-Holder compensation under Section 87 of the Act.

11.2 The compensation is payable in respect of the relevant date and every day after the relevant date until the day on which the Landlord gives the notice in question, or if earlier, the last day of the period of two months starting with the relevant date.

11.3 Interest on the compensation is payable if the Landlord fails to give the Contract-Holder the notice on or before the day referred to in Clause A10.2.

11.4 The interest starts to run on the day referred to in Clause A10.2 at the rate prevailing under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

11.5 The relevant date is the first day of the period before the end of which the Landlord was required to give the notice.



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## SECTION B. CONTRACT-HOLDER'S OBLIGATIONS

### 1. PAYMENT OF COUNCIL TAX, UTILITIES AND OTHER CHARGES

1.1 Except where included in the rent (see Clause A4) the Contract-Holder must pay to the relevant local authority all council tax due in respect of the Premises during the Contract.

1.2 Except where included in the rent (see Clause A4), and except where included in the Fair Use clause at 1.6, the Contract-Holder 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 Premises during the Contract and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services to the Premises during the Contract.

1.3 Except where included in the rent (see Clause A4), the Contract-Holder must pay any television license fee payable in respect of the Premises during the Contract.

1.4 Where any service mentioned in Clause B1.2 has been disconnected as a result of the Contract-Holder's failure to comply with the Contract-Holder's obligation to pay for the service, any reconnection charge will be payable by the Contract-Holder.

1.5 The Contract-Holder shall be responsible for the actual cost of replacing any lost key(s) or other security device(s). Where the loss of any such item necessitates the changing of locks, the Contract-Holder shall be liable for the actual cost incurred, including (but not limited to) the cost of a locksmith or engineer, new locks, and replacement keys for the Contract-Holder, the Landlord, and any other person requiring keys.

1.6 The Landlord shall provide the Tenant with a fair use energy allowance per annum in respect of electricity consumption within the Premises (the "Fair Use Allowance"). The Fair Use Allowance has been calculated by reference to the table at Annex 4.

The Landlord can act in its own capacity or appoint any group company, connected entity, or nominated service provider or platform acting on its behalf (in any case the "Energy Agent") to administer the Fair Use Allowance. This appointment includes authority to, and the Energy Agent shall:

(a) monitor, collect and analyse the Tenant's energy consumption data;

(b) issue statements, notifications, and usage reports to the Tenant in writing and / or via the relevant application;

(c) monitor electricity consumption at quarterly intervals. Where consumption significantly exceeds the pro-rata seasonal average for that period in accordance with the table at Annex 4, the Landlord shall notify the Tenant in accordance with the notice provisions of this contract and/or by email and/or via the relevant application.



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(d) calculate any excess consumption and standing charges; and
(e) invoice, collect and recover any top-up payments due from the Tenant in respect of consumption in excess of the Fair Use Allowance at the end of the Fixed Period (or during the Fixed Period where the Fair Use Allowance is exhausted), acting as agent for the Landlord.
The Tenant acknowledges and agrees that it shall:
(i) monitor and respond to all correspondence and notifications issued by the Energy Agent within a reasonable timescale;
(ii) take reasonable steps to monitor and manage its energy consumption so as to remain within the Fair Use Allowance including but not limited to reviewing the relevant application in which information relating to the Fair Use Allowance and energy consumption shall be available; and
(iii) pay any top-up charges in respect of excess electricity used above the Fair Use Allowance, and standing charges, only that have been notified by the Energy Agent, within 14 days of issue of the relevant statement and/or invoice and in accordance with the payment method set out in that statement/invoice . .
For the avoidance of doubt, if the Tenant's actual consumption is lower than the seasonal average or the total annual allowance in respect of the Fair Use Allowance, no refund, credit or reduction in rent and/or other payments shall be due to the Tenant. Any unused portion of the Fair Use Allowance at the end of the year and/or the Fixed Period remains the property of the Landlord.

For the purposes of administering the Fair Use Allowance and billing for any excess consumption, the Tenant consents to the Landlord and the Energy Agent processing the Tenant's personal data (including occupancy details, meter data and contact information) in accordance with applicable data protection legislation, including the UK GDPR and Data Protection Act 2018. Such processing shall be limited to what is necessary for:
(a) monitoring energy consumption;
(b) providing usage reports and notifications;
(c) calculating allowances and excess charges;
(d) issuing invoices and collecting payments; and
(e) complying with legal and regulatory obligations.
Where the Tenant vacates the Premises with any outstanding balance in respect of energy consumption in excess of the Fair Use Allowance, the Landlord reserves the right to recover such sums from the Tenant's deposit in accordance with the terms of this Agreement, without prejudice to any other rights of recovery.

## 2. USE OF THE PREMISES

2.1 The Contract-Holder must occupy the Premises as the Contract-Holder's only or principal home.



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2.2 The Contract-Holder must not use the Premises for the purpose of a business, trade or profession except with the prior written consent of the Landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would amongst other things:

(a) give rise to a Contract to which Part II of the Landlord and Contract-Holder Act 1954 (business tenancies) applies; or

(b) cause a nuisance to the occupiers of the neighbouring properties or significantly increase wear and tear to the Premises.

2.3 The Contract-Holder must not do anything to or on the Premises or any Common Parts which may reasonably be considered a nuisance to the occupiers of neighbouring properties.

2.4 The Contract-Holder must not keep any pets or other animals at the Premises without the prior written consent of the Landlord, which must not be unreasonably withheld or delayed.

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

2.6 The Contract-Holder will ensure continued compliance with the Residents' Handbook and any addition or revisions issued by the Landlord/Managing Agent from time to time, for the proper management of the Building. The Handbook has been provided by email and is included within the Resident App.

2.7 The Contract-Holder will endeavour to not adversely affect the environmental performance of the building and will endeavour to minimise their impact by:

2.7.1 Utilising the equipment in the way it was designed;
2.7.2 Following the "Sustainable Living Guide" available on the website;
2.7.3 Following the waste management procedure (waste segregation and recycling provisions) implemented in the building; and
2.7.4 Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

2.8 The Contract-Holder must not smoke or use electronic cigarettes anywhere in the Building or Communal Areas and will instead use the designated external smoking area.



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2.9 Not to use or consume in or about the Premises during the continuance of this Contract any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute, or do anything in the Premises that would constitute a health and safety risk to persons in the area (S).

2.10 The Contract-Holder must not make any non-structural alterations to the Premises without the consent of the Landlord, otherwise no other alterations to the Premises are permitted. [Note: Altered Supplemental Provision]

**3. CARE, MAINTENANCE AND REDECORATION OF THE PREMISES**

3.1 [Allowing for fair wear and tear, to keep the interior of the Premises including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under the Act) and also to keep the interior of the Premises in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Contract-Holder or any person residing or sleeping in or visiting the Premises) (S).

3.2 To use the Premises in a tenant-like manner and to take reasonable care of the Premises including any Fixtures and Fittings and to keep the Premises and any Fixtures and Fittings in a clean and tidy condition throughout the Term (S).

3.3 To deliver up the Premises with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Contract-Holder's obligations, and remove all items that do not belong to the Landlord (S).

3.4 The circumstances in which ClauseB3.1 applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by the Contract-Holder, any permitted occupier or any person visiting the Premises (S).

3.5 In circumstances where the Contract-Holder has not undertaken the repairs that are their responsibility in accordance with Clause B3.1, the Landlord may enter the Premises at any reasonable time for the purpose of carrying out repairs to the Fixtures and Fittings or other items listed in the Inventory, or replacing them. The Landlord shall provide at least 24 hours' notice before entering the Premises (S).

3.6 To notify the Landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the Contract-Holder reasonably believes is the Landlord's responsibility (S).



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3.7 In the event of an emergency which results in the Landlord needing to enter the Premises without notice, the Contract-Holder must give the Landlord immediate access to the Premises (S).

3.7.1 If the Contract-Holder does not provide access immediately, the Landlord may enter the Premises without permission (S).

3.7.2 If the Landlord enters the Premises without permission then the Landlord must use all reasonable endeavours to notify the Contract-Holder that they have entered the Premises as soon as reasonably practicable after entry (S).

3.7.3 For the purpose of the above, an emergency includes— (a) something which requires urgent work to prevent the Premises, or buildings in the vicinity from being severely damaged, further damaged or destroyed, and (b) something which if not dealt with by the Landlord immediately, would put at imminent risk the health and safety of persons in the area (S).

**3.8** The Contract-Holder will check any Premises smoke alarms which are within reach, on a monthly basis and report any defects to the Managing Agent.

**3.9** The Contract-Holder will flush any infrequently used taps and shower heads in the Premises on a monthly basis.

## 4. SECURITY OF THE PREMISES AND PERIODS OF ABSENCE OF MORE THAN 28 DAYS

4.1 The Contract-Holder must not leave the Premises unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.

4.2 The Contract-Holder must take reasonable steps to ensure that the Premises is secure whenever the Premises is unoccupied.

## 5. ACCESS TO THE PREMISES BY LANDLORD AGENT (F+)

5.1 The Landlord may enter the Premises at any reasonable time for the purpose of — inspecting its condition and state of repair, or carrying out works or repairs needed in order to comply with the obligations set out in Clause C3 and Clause C4.

5.2 The Landlord must give at least 24 hours' notice to the Contract-Holder before exercising that right.

5.3 B6.1 applies where — the Premises forms part only of a building, and in order to comply with the obligations set out in Clause C3 and Clause C4 the Landlord needs to carry out works or repairs in another part of the building.



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5.4 The Landlord is not liable for failing to comply with the obligations under Clause C3 and Clause C4 if the Landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

5.5 Upon 24 hours' notice being provided to the Contract-Holder, to permit the Premises to be viewed during the last 2 months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Contract-Holder of the Premises who is authorised by the Landlord or the Landlord's Agent to view the Premises and to erect "For Sale" or "To Let" boards at their discretion.

## 6. PERMISSIBLE FORMS OF DEALING (F+)

6.1 The Contract-Holder may not deal with this Contract, the Premises or any part of the Premises except in a way permitted by this Contract, or in accordance with a family property order (see Section 251 of the Act).

6.2 A joint Contract-Holder may not deal with their rights and obligations under this Contract (or with this Contract, the Premises or any part of the Premises), except in a way permitted by this Contract, or in accordance with a family property order.

6.3 If the Contract-Holder does anything in breach of Clause B6.1, or a joint Contract-Holder does anything in breach of Clause B6.2 the transaction is not binding on the Landlord, and the Contract-Holder or the joint Contract-Holder are in breach of this Contract (despite the transaction not being binding on the Landlord).

6.4 “Dealing” includes creating a tenancy, or creating a licence which confers the right to occupy the Premises; transferring; mortgaging or otherwise charging.

## 7. ADDING A JOINT CONTRACT-HOLDER (F+)

7.1 The Contract-Holder and another person may, with the consent of the Landlord, make that person a joint Contract-Holder under the Contract.

7.2 If a person is made a joint Contract-Holder under this Clause, they become entitled to all the rights and subject to all the obligations of a Contract-Holder under this Contract from the day on which they become a joint Contract-Holder.

## 8. MOVING OUT AT THE END OF THE CONTRACT

8.1 The Contract-Holder must remove all possessions (including any furniture) belonging to the Contract-Holder or any member of the Contract-Holder’s Household or visitor and all rubbish from the Premises at the end of the Contract. If any such possessions are left at the Premises after the Contract has ended, the Contract-Holder will be responsible for meeting all actual removal and storage charges. The Landlord will remove and store possessions for one month (other than perishable items which will be disposed of immediately) and will take reasonable steps to notify the Contract-Holder. If the items are not collected within one month, the Landlord



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may dispose of the items and the Contract-Holder will be liable for the actual costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

8.2 The Contract-Holder must give vacant possession and return all keys to the Landlord at the end of the Contract.

8.3 The Contract-Holder must provide the Landlord with a forwarding address at the end of the Contract.

**9. ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT (F)**

9.1 The Contract-Holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) to live in the Premises, or to live in a dwelling or other accommodation in the locality of the Premises.

9.2 The Contract-Holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity in the Premises, or in the locality of the Premises.

9.3 The Contract-Holder must not engage or threaten to engage in conduct:

9.3.1 capable of causing nuisance or annoyance to the Landlord, or

9.3.2 a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and

9.3.3 that is directly or indirectly related to or affects the Landlord's housing management functions.

9.4 The Contract-Holder may not use or threaten to use the Premises including the Common Parts for criminal purposes.

9.5 The Contract-Holder must not, by any act or omission allow, incite or encourage any person who is living in or visiting the Premises to act as mentioned in Clauses B9.1 to B9.3, or allow, incite or encourage any person to act as mentioned in Clause B9.4.

10. The Contract-Holder must:

10.1 keep safe any notices, orders or other documents delivered to the Premises addressed to the Landlord specifically or the owner generally;

10.2 as soon as reasonably practicable, give the Landlord the original copies of any such notices, orders or other documents to the Landlord.



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## SECTION C. LANDLORD'S OBLIGATIONS

### 1. TO GIVE THE CONTRACT-HOLDER POSSESSION AT THE START OF THE CONTRACT

The Landlord must give the Contract-Holder possession of the Premises at the start of the Contract.

### 2. RIGHT TO OCCUPY WITHOUT INTEREFERENCE FROM THE LANDLORD (F+)

2.1 The Landlord may not, by any act or omission, interfere with the Contract-Holder's right to occupy the Premises.

2.2 The Landlord does not interfere with the Contract-Holder's right to occupy the Premises by reasonably exercising the Landlord's rights under this Contract.

2.3 The Landlord does not interfere with the Contract-Holder's right to occupy the Premises because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act).

2.4 The Landlord is to be treated as having interfered with the Contract-Holder's right if a person who acts on behalf of the Landlord, or has an interest in the Premises, or part of it, that is superior to the Landlord's interest, interferes with the Contract-Holder's right by any lawful act or omission.

### 3. FITNESS FOR HUMAN HABITATION (F+)

3.1 The Landlord must ensure that the Premises is fit for human habitation on the occupation date of this Contract and for the duration of this Contract.

3.2 The reference to the Premises in B2.1 includes, if the Premises forms part only of a building, the structure and exterior of the building and the Common Parts.

3.3 The Contract-Holder is not required to pay Rent in respect of any day or part day during which the Premises is unfit for human habitation (s). The Landlord will not be responsible for rehousing the Contract-Holder. Notwithstanding the Landlord having no obligation to rebuild or reinstate the Premises if it is rendered uninhabitable by way of a relevant cause, if the Premises are not rendered habitable within one month of the relevant cause occurring then the Landlord may serve the Contract-Holder notice under Section 220 of the Act (abandonment).

### 4. REPAIR (F+)

4.1 The Landlord must keep in repair the structure and exterior of the Premises (including drains, gutters, and external pipes), and keep in repair and proper working order the service installations in the Premises.



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4.2 If the Premises forms part only of a building, the Landlord must keep in repair the structure and exterior of any other part of the building (including drains, gutters, and external pipes) in which the Landlord has an estate or interest, and keep in repair and proper working order a service installation which directly or indirectly serves the Premises, and which either —

4.2.1 forms part of any part of the building in which the Landlord has an estate or interest, or

4.2.2 is owned by the Landlord or is under the Landlord's control.

4.3 The standard of repair required by Clauses C4.1 and C4.2 is that which is reasonable having regard to the age and character of the Premises, and the period during which the Premises is likely to be available for occupation as a home.

4.4 The Landlord must make good any damage caused by works and repairs carried out in order to comply with the Landlord's obligations under Clauses C3 and C4

4.5 The Landlord may not impose any obligation on the Contract-Holder in the event of the Contract-Holder enforcing or relying on the Landlord's obligations under Clauses C3 and C4.

4.6 Clause C4 does not impose any liability on the Landlord in respect of a Premises which the Landlord cannot make fit for human habitation at reasonable expense.

4.7 The Landlord's obligations under Clauses C3.1 and C4.1 do not require the Landlord to keep in repair anything which the Contract-Holder is entitled to remove from the Premises, or to rebuild or reinstate the Premises or any part of it, in the case of destruction or damage by a relevant cause.

4.8 If the Premises forms part only of a building, the Landlord's obligation under Clauses C3.1 and C4.2 do not require the Landlord to rebuild or reinstate any other part of the building in which the Landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

4.9 Relevant causes for the purpose of Clauses C4.7 or C4.8 are fire, storm, flood or other inevitable accident.

4.10 Clause C4.2 does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the Contract-Holder's enjoyment of the Premises, or the Common Parts that the Contract-Holder is entitled to use under this Contract.

4.11 In this Contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

**5. LIMITS ON LANDLORD OBLIGATIONS IN RELATION TO CLAUSES C3 AND C4: CONTRACT-HOLDER'S FAULT (F+)**



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5.1 Clause C3.1 does not impose any liability on the Landlord if the Premises is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by the Contract-Holder or a permitted occupier of the Premises.

5.2 The Landlord is not obliged by Clauses C4.1 and C4.2 to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the Contract-Holder or a permitted occupier of the Premises.

5.3 "Lack of care" means a failure to take proper care of the Premises, or if the Premises forms part only of a building, of the Common Parts that the Contract-Holder is entitled to use under this Contract.

**6. LIMITS ON LANDLORD OBLIGATIONS IN RELATION TO CLAUSES C3 AND C4: NOTICE (F+)**

6.1 The Landlord's obligations under Clauses C3.1, C4.1 and C4.2 do not arise until the Landlord (or in the case of joint Landlords, any one of them) becomes aware that works or repairs are necessary.

6.2 The Landlord complies with the obligations under Clauses C3.1, C4.1 and C4.2 if the Landlord carries out the necessary works or repairs within a reasonable time after the day on which the Landlord becomes aware that they are necessary.

6.3 If the Landlord (the "old Landlord") transfers the old Landlord's interest in the Premises to another person (the "new Landlord"), and the old Landlord (or where two or more persons jointly constitute the old Landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with Clauses C3.1, C4.1 and C4.2, then the new Landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

**7. RIGHTS OF PERMITTED OCCUPIERS (F+)**

7.1 A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the Landlord failing to comply with Clauses C3 and C4, may enforce the Clause in question in their own right by bringing proceedings in respect of the injury, loss or damage.

7.2 But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the Premises, or the sub-occupation contract is made, in accordance with this Contract.

**8. RIGHT OF SET OFF (F+)**

8.1 If the Landlord is liable to pay the Contract-Holder compensation under Section 87 of the Act, the Contract-Holder may set off that liability against rent.

**9. INSURANCE AND RENT SUSPENSION**

9.1 The Landlord must insure the Premises against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any



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damage caused by an insured risk to be remedied as soon as possible. The Landlord will not insure the Contract-Holder's belongings and so if the Contract-Holder requires such insurance, they are advised to arrange insurance for themselves.

9.2 The Landlord must provide the Contract-Holder with a copy of the relevant sections of any insurance policy at the request of the Contract-Holder.

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

**10. VARIATION (F)**

10.1 This Contract may not be varied except by:
10.1.1 Agreement between the Contract-Holder and the Landlord, or
10.1.2 by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

10.2 A variation of this Contract (other than by or as a result of an enactment) must be in accordance with Clause C11.

**11. LIMITATION ON VARIATION (F)**

11.1 The fundamental terms of this Contract set out in Clause C11.2, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

11.2 The fundamental terms to which Clause C11.1 of this term applies are —
11.2.1 Clause A5 (requirement to use deposit scheme);
11.2.2 Clause B10 (anti-social behaviour and other prohibited conduct);
11.2.3 Clause C10.1.2 and C10.2;
11.2.4 Clause C11;
11.2.5 Clause E1 (permissible termination);
11.2.6 Clause E6 (possession claims);
11.2.7 Clause E9 (false statement inducing - Landlord to make Contract to be treated as breach of conduct);
11.2.8 Clause H1 (joint Contract-Holder ceasing to be a party to the occupation contract); and
11.2.9 Clause H2 (death of a sole Contract-Holder).



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## Section D - Succession

### 1. JOINT CONTRACT-HOLDER CEASING TO BE A PARTY TO A CONTRACT – SURVIVORSHIP (F)

1.1. If a joint Contract-Holder under this Contract dies, or ceases to be a party to this Contract for some other reason, from the time they cease to be a party the remaining joint Contract-Holders are fully entitled to all the rights under this Contract, and liable to perform fully every obligation owed to the Landlord under this Contract.

1.2. The joint Contract-Holder is not entitled to any right or liable to any obligation in respect of the period after they cease to be a party to the Contract.

1.3. Nothing in Clauses D1.1 or D1.2 removes any right or waives any liability of the joint Contract-Holder accruing before they cease to be a party to the Contract.

1.4. This term does not apply where a joint Contract-Holder ceases to be a party to this Contract because their rights and obligations under the Contract are transferred in accordance with the Contract.

### 2. DEATH OF A SOLE CONTRACT-HOLDER (F)

2.1. If the Contract-Holder is sole Contract-Holder, this Contract ends either one month after the Contract-Holder's death, or if earlier, when the Landlord is given notice of the Contract-Holder's death by the authorised persons.

2.2. The authorised persons are the Contract-Holder's personal representatives, or the permitted occupiers of the Premises aged 18 and over (if any) acting together.

2.3. The Contract does not end if under Section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed the Contract-Holder.

2.4. The Contract does not end if, at the Contract-Holder's death, a family property order has effect which requires the Contract to be transferred to another person.

2.5. If, after the Contract-Holder's death, the family property order ceases to have effect and there is no person qualified to succeed the Contract-Holder, the Contract ends when the order ceases to have effect, or if later, at the time the Contract would end under the Clause D2.1.



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SECTION E. TERMINATION OF CONTRACT

## 1. PERMISSIBLE TERMINATION ETC. (F)

1.1 This Contract may be ended only in accordance with the fundamental terms of this Contract which incorporate fundamental provisions set out in Part 9 of the Act or other Clauses included in this Contract in accordance with Part 9 which are set out in Clause E9 and Clauses E8 and E10 and Clauses E1 to E14, or any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

1.2 Nothing in this term affects any right of the Landlord or Contract-Holder to rescind the Contract, or the operation of the law of frustration.

## 2. TERMINATION BY AGREEMENT (F+)

2.1 If the Landlord and the Contract-Holder agree to end this Contract, this Contract ends when the Contract-Holder gives up possession of the Premises in accordance what the Contract-Holder agree with the Landlord, or if the Contract-Holder does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

2.2 An occupation contract is a substitute Contract if it is made in respect of the same (or substantially the same) Premises as the original contract, and the Contract-Holder was also the Contract-Holder under the original contract.

## 3. REPUDIATORY BREACH BY LANDLORD (F+)

3.1 If the Landlord commits a repudiatory breach of contract and the Contract-Holder gives up possession of the Premises because of that breach, this Contract ends when the Contract-Holder gives up possession of the Premises.

## 4. EARLY TERMINATION BY CONTRACT-HOLDER (F+)

4.1 The Contract-Holder may end this Contract at any time before the earlier of the Landlord giving the Contract-Holder a written statement of this Contract under Clause A7, or the occupation date.

4.2 To end this Contract under Clause E4.1, the Contract-Holder must give a notice to the Landlord stating that the Contract-Holder is ending this Contract.

4.3 On giving the notice to the Landlord, the Contract-Holder ceases to have any liability under this Contract.



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## 5. TERMINATION OF THE CONTRACT WITH JOINT CONTRACT-HOLDERS (F+)

5.1 If there are joint Contract-Holders under this Contract, this Contract cannot be ended by the act of one or more of the joint Contract-Holders acting without the other joint Contract-Holder or joint Contract-Holders.

## 6. POSSESSION CLAIMS AND NOTICES (F AND F+)

6.1 The Landlord may make a claim to the court for recovery of possession of the Premises from the Contract-Holder ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in Clauses E7 to E14 (F).

6.2 This Clause applies in relation to a possession notice which a Landlord is required to give to a Contract-Holder under any of the following Clauses before making a possession claim —

6.2.1 Clause E7 (in relation to a breach of contract by a Contract-Holder);

6.2.2 Clause E10 (in relation to estate management grounds);

6.2.3 Clause E12 (in relation to serious rent arrears).

6.3 The notice must (in addition to specifying the ground on which the claim will be made) state the Landlord's intention to make a possession claim, give particulars of the ground for seeking possession, and state the date after which the Landlord is able to make a possession claim.

## 7. BREACH OF CONTRACT (F+)

7.1 If the Contract-Holder breaches this Contract, the Landlord may on that ground make a possession claim.

7.2 Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

## 8. RESTRICTIONS ON MAKING A POSSESSION CLAIM IN RELATION TO A BREACH OF CONTRACT (F+)

8.1 Before making a possession claim on the ground in Clause E7, the Landlord must give the Contract-Holder a possession notice specifying that ground.



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8.2 The Landlord may make a possession claim in reliance on a breach of Clause B10 (anti-social behaviour and other prohibited conduct) on or after the day on which the Landlord gives the Contract-Holder a possession notice specifying a breach of that Clause.

8.3 The Landlord may not make a possession claim in reliance on a breach of any other Clause of this Contract before the end of the period of one month starting with the day on which the Landlord gives the Contract-Holder a possession notice specifying a breach of that Clause.

8.4 In either case, the Landlord may not make a possession claim after the end of the period of six months starting with the day on which the Landlord gives the Contract-Holder the possession notice.

**9. FALSE STATEMENT INDUCING LANDLORD TO MAKE CONTRACT TO BE TREATED AS BREACH OF CONDUCT (F)**

9.1 If the Landlord is induced to make this Contract by means of a relevant false statement the Contract-Holder is to be treated as being in breach of this Contract, and the Landlord may accordingly make a possession claim on the ground in Clause E7.

9.2 A relevant false statement is one which if it is made knowingly or recklessly by the Contract-Holder, or another person acting at the Contract-Holder's instigation.

**10. ESTATE MANAGEMENT GROUNDS (F+)**

10.1 The Landlord may make a possession claim on one or more of the estate management grounds.

10.2 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Annex 3.

10.3 Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to the Contract-Holder (or will be available to the Contract-Holder when the order takes effect).

10.4 If the court makes an order for possession on an estate management ground (and on no other ground), the Landlord must pay to the Contract-Holder a sum equal to the reasonable expenses likely to be incurred by the Contract-Holder in moving from the Premises.



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10.5 Clause E10.4 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

## 11. RESTRICTIONS ON MAKING A POSSESSION CLAIM UNDER CLAUSE E10 (ESTATE MANAGEMENT GROUNDS) (F+)

11.1 Before making a possession claim on an estate management ground, the Landlord must give the Contract-Holder a possession notice specifying that ground.

11.2 The Landlord may not make the claim before the end of the period of one month starting with the day on which the Landlord gives the Contract-Holder the possession notice, or after the end of the period of six months starting with that day.

11.3 If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the Landlord may give the Contract-Holder a possession notice specifying estate management Ground B before the conditions are met.

11.4 The Landlord may not give the Contract-Holder a possession notice specifying estate management Ground G (accommodation not required by successor) before the end of the period of six months starting with the day on which the Landlord (or in the case of joint Landlords, any one of them) became aware of the previous Contract-Holder's death, or after the end of the period of twelve months starting with that day.

11.5 The Landlord may not give the Contract-Holder a possession notice specifying estate management Ground H (departing joint Contract-Holder) after the end of the period of six months starting with the day on which the joint Contract-Holder's rights and obligations under this Contract ended.

## 12. SERIOUS RENT ARREARS (F+)

12.1 If the Contract-Holder is seriously in arrears with the Contract-Holder's rent, the Landlord may on that ground make a possession claim.

12.2 The Contract-Holder is seriously in arrears with the Contract-Holder's rent:

12.2.1 where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
12.2.2 where the rental period is a month, if at least two months' rent is unpaid;
12.2.3 where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;



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12.2.4 where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

12.3 Section 216 of the Act provides that the court must (subject to any available defence based on the Contract-Holder's Convention rights) make an order for possession of the Premises if it is satisfied that the Contract-Holder was seriously in arrears with the Contract-Holder's rent on the day on which the Landlord gave the Contract-Holder the possession notice, and are seriously in arrears with the Contract-Holder's rent on the day on which the court hears the possession claim.

**13. RESTRICTIONS ON MAKING A POSSESSION CLAIM UNDER CLAUSE E12 (SERIOUS RENT ARREARS) (F+)**

13.1 Before making a possession claim on the ground in Clause E12, the Landlord must give the Contract-Holder a possession notice specifying that ground.

13.2 The Landlord may not make the claim before the end of the period of 14 days starting with the day on which the Landlord gives the Contract-Holder the possession notice, or after the end of the period of six months starting with that day.

**14. COURT'S ORDER FOR POSSESSION – THE EFFECT OF ORDER FOR POSSESSION (F+)**

14.1 If the court makes an order requiring the Contract-Holder to give up possession of the Premises on a date specified in the order, this Contract ends if:

14.1.1 the Contract-Holder gives up possession of the Premises on or before that date, on that date;

14.1.2 if the Contract-Holder gives up possession of the Premises after that date but before the order for possession is executed, on the day on which the Contract-Holder gives up possession of the Premises, or;

14.1.3 if the Contract-Holder does not give up possession of the Premises before the order for possession is executed, when the order for possession is executed.

14.2 Clause E14.3 applies if it is a condition of the order that the Landlord must offer a new Contract in respect of the same Premises to one or more joint Contract-Holders (but not all of them), and that joint Contract-Holder (or those joint Contract-Holders) continues to occupy the Premises on and after the occupation date of the new Contract.

14.3 This Contract ends immediately before the occupation date of the new Contract.



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**15. FORMS OF NOTICES ETC. (F+)**

15.1 Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.

15.2 Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act. These provisions are explained below.

15.3 Any notice given by either party to this Contract to the other may be given by:-

15.3.1 Delivering it to the other party;
15.3.2 Leaving it at the other party's:
15.3.3 last known residence,
15.3.4 place of business, or
15.3.5 any other place specified by that person as being a place where that person may receive notice;
15.4 Leaving it at the Premises (in the case of notice given by the Landlord to the Contract-Holder).

**16. FURTHER SERVICE PROVISIONS**

16.1 Service shall be deemed valid if sent by first class post to any of the above places and shall be deemed to have been received by the other party no more than two working days after posting.

16.2 Service shall be deemed valid if sent by email to the following email address provided by the Contract-Holder at the start of the Contract and which the Contract-Holder has confirmed as being their own:

<<PREMAIL>>

16.3 The Contract-Holder may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

info@thisisfresh.com

16.4 Both the Contract-Holder and the Agent/Landlord confirm that there are no limitations to the recipient's Contract to accept service by such means as set out in Section 4.2 of Practice Direction 6A of the Civil Procedure Rules.



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16.5 If the email is sent on a business day before 16:30pm then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.



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## SECTION F. CLAUSES THAT ONLY APPLY IN A PERIODIC CONTRACT

As per Clause 2.1 of this Contract, certain Clauses only apply during a periodic contract. A periodic contract arises at the end of the fixed term, assuming that a new fixed term contract is not entered into, or the contract does not otherwise come to an end.

Some of the Clauses in this Section directly contradict, or otherwise make ambiguous, Clauses in the main Contract. In the event that this Contract is periodic, where a Clause in this Section clashes with a Clause in the main Contract then the Clause in this Section is deemed to apply.

### 1. WITHDRAWAL OF A JOINT CONTRACT-HOLDER (F+)

1.1. A joint Contract-Holder ("the withdrawing Contract-Holder") may withdraw from this Contract by giving a notice (a “withdrawal notice”) to the Landlord.

1.2. The withdrawal notice must specify the date on which the withdrawing Contract-Holder intends to cease to be a party to this Contract (the “withdrawal date”). The withdrawal date must be no less than one month from the date that the withdrawal notice is given to the Landlord.

1.3. The withdrawing Contract-Holder must also give a written warning to the other joint Contract-Holders when giving the withdrawal notice to the Landlord, and a copy of the withdrawal notice must be attached to the warning.

1.4. The Landlord must give a written warning to the other joint Contract-Holders as soon as reasonably practicable after the Landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

1.5. The withdrawing Contract-Holder will cease to be a party to this Contract on the withdrawal date.

1.6. A notice given to the Landlord by one or more (but not all) of the joint Contract-Holders that purports to be a notice under F2 (Contract-Holder’s notice to end a contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

1.7. Clause F1.3 does not apply to a notice which is treated as a withdrawal notice because of Clause F1.6.

1.8. The minimum time period between the date on which a notice under Clause F1 is given to the Landlord, and the date specified in the notice, is one month (S).

### 2. TERMINATION BY THE CONTRACT-HOLDER: CONTRACT-HOLDER’S NOTICE (F+)

2.1. The Contract-Holder may end this Contract by giving the Landlord notice that the Contract-Holder will give up possession of the Premises on a date specified in the notice.



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3. **CONTRACT-HOLDER'S NOTICE: MINIMUM NOTICE PERIOD (F+)**

3.1. The date specified in any such notice under Clause F2 may not be less than four weeks after the day on which the notice is given to the Landlord.

4. **TERMINATION OF CONTRACT ON CONTRACT-HOLDER'S NOTICE (F+)**

4.1. If the Contract-Holder gives up possession of the Premises on or before the date specified in a notice given under Clause F2 this Contract ends on the date specified in the notice.

4.2. If the Contract-Holder gives up possession of the Premises after that date but in connection with the notice, this Contract ends either on the day on which the Contract-Holder gives up possession of the Premises, or if an order for possession is made, on the date determined in accordance with Clause E14.

4.3. The notice ceases to have effect if, before this Contract ends, the Contract-Holder withdraws the notice by giving further notice to the Landlord, and the Landlord does not object to the withdrawal in writing before the end of a reasonable period.

5. **TERMINATION BY THE LANDLORD: LANDLORD'S NOTICE (F+)**

5.1. The Landlord may end this Contract by giving the Contract-Holder notice that Contract-Holder must give up possession of the Premises on a date specified in the notice.

6. **MINIMUM NOTICE PERIOD (F+)**

6.1. The date specified in any notice given under Clause F5 may not be less than six months after the day on which the notice is given to Contract-Holder.

7. **RESTRICTIONS ON GIVING FURTHER NOTICES UNDER CLAUSE F5 (LANDLORD'S NOTICE) (F+)**

7.1. Clauses F7.2 and 7.3 apply where a Landlord has given Contract-Holder a notice under Clause F5 ("the first notice"), and the Landlord has subsequently withdrawn the notice pursuant to Clause F10.3.

7.2. The Landlord may not give another notice under Clause F5 to the Contract-Holder before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with Clause F7.3 of this term.

7.3. The Landlord may give one more notice under Clause F5 to the Contract-Holder during the period of 28 days starting with the day on which the first notice was given.

7.4. Clause F7.5 applies where a Landlord has given a contract-holder a notice under Clause F5, and the period for making a possession claim on the ground in Clause F8 has ended without the Landlord having made a claim.



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7.5. The Landlord may not give another notice under Clause F5 to Contract-Holder before the end of the period of six months starting with the last day of the period before the end of which the Landlord could have made the claim pursuant to Clause F9.

8. **RECOVERY OF POSSESSION FOLLOWING A NOTICE GIVEN UNDER CLAUSE F5 (F+)**

8.1. If the Landlord gives Contract-Holder a notice under Clause F5, the Landlord may on that ground make a possession claim.

8.2. Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the Premises, unless Section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on the Contract-Holder's Convention rights).

9. **RESTRICTION ON MAKING A POSSESSION CLAIM UNDER CLAUSE F8 (F+)**

9.1. The Landlord may not make a possession claim on the ground in Clause F8 before the date specified in the notice given by the Landlord to the Contract-Holder under Clause F5, or after the end of the period of two months starting with that date.

10. **TERMINATION OF CONTRACT FOLLOWING A NOTICE GIVEN UNDER CLAUSE F5 (F+)**

10.1. If the Contract-Holder gives up possession of the Premises on or before the date specified in a notice under Clause F5, this Contract ends on the date specified in the notice.

10.2. If the Contract-Holder gives up possession of the Premises after that date but in connection with the notice, this Contract ends on the day on which the Contract-Holder gives up possession of the Premises, or if an order for possession is made, on the date determined in accordance with Clause E14.

10.3. The notice ceases to have effect if before the Contract ends, during the period of 28 days starting with the day on which the notice was given, the Landlord withdraws the notice by giving a further notice to the Contract-Holder, or before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given, the Landlord withdraws the notice by giving further notice to the Contract-Holder, and the Contract-Holder does not object to the withdrawal in writing before the end of a reasonable period.

11. **RESTRICTIONS ON GIVING NOTICE UNDER CLAUSE F5: NOTICE MAY NOT BE GIVEN UNTIL AFTER THE FIRST SIX MONTHS OF OCCUPATION (F+)**

11.1. The Landlord may not give notice under Clause F5 before the end of the period of six months starting with the occupation date.



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11.2. If this Contract is a substitute occupation contract, the Landlord may not give such notice under Clause F5 before the end of the period of six months starting with the occupation date of the original contract.

11.3. For the purposes of Clause F11.2, an occupation contract is a substitute occupation contract if:

11.3.1. the occupation date of this Contract falls immediately after the end of a preceding occupation contract,

11.3.2. immediately before the occupation date of this Contract a Contract-Holder under this Contract was a Contract-Holder under the preceding contract and a Landlord under this Contract was a Landlord under the preceding contract, and

11.3.3. this Contract relates to the same (or substantially the same) Premises as the preceding contract,

and

11.4. “original contract” means:

11.4.1. where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;

11.4.2. where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

## 12. RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 FOLLOWING RETALIATORY POSSESSION CLAIM (F+)

12.1. Clause F12.2 applies where the Landlord (having given the Contract-Holder a notice under Clause F5) has made a possession claim on the ground in Clause F8, and the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see Section 217 of the Act).

12.2. The Landlord may not give another notice under Clause F5 to the Contract-Holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

## 13. FURTHER RESTRICTIONS ON GIVING NOTICE UNDER CLAUSE F5 - FAILURE TO PROVIDE WRITTEN STATEMENT (F)

13.1. The Landlord may not give notice under Clause F5 at a time when the Contract-Holder has not been given a written statement of the Contract under Clause A7 (requirement to provide a written statement at the start of a Contract), or the Landlord is aware that the identity of the



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Contract-Holder has changed, and the new Contract-Holder has not been given a written statement of the Contract under Clause A7.2.

14. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – LATE PROVISION OF WRITTEN STATEMENT (F)**

14.1. If the Landlord has failed to comply with Clauses A7.1 and A7.2, the Landlord may not give notice under Clause F5 during the period of six months starting with the day on which the Landlord gave a written statement of this contract to Contract-Holder.

15. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – FAILURE TO PROVIDE INFORMATION ABOUT LANDLORD (F)**

15.1. The Landlord may not give notice under Clause F5 at a time when the Landlord has not provided a notice in accordance with the Landlord's duty to provide information under Clause A9 (duty to provide information about the Landlord).

16. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – FAILURE TO PROVIDE A VALID ENERGY PERFORMANCE CERTIFICATE (F)**

16.1. The Landlord may not give notice under Clause F5 at a time when the Landlord has not complied with regulation 6(5) of the EPB Regulations.

16.2. For the purposes of this Clause, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to Contract-Holder when a certificate given to Contract-Holder in compliance with that regulation ceases to be valid under the EPB Regulations).

16.3. In this term— "the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012(1); "valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations.

17. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – BREACH OF SECURITY AND DEPOSIT REQUIREMENTS (F)**

17.1. The Landlord may not give notice under Clause F5 at a time when security required by the Landlord in connection with the contract in a form not permitted by Clause A5.4has not been returned to the person by whom it was given.

17.2. The Landlord may not give a notice under Clause F5 at a time when any of Clauses F17.3 to F17.5 apply unless a deposit paid in connection with this Contract has been returned to the Contract-Holder (or any person who paid the deposit on the Contract-Holder's behalf) either in full



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or with such deduction as may have been agreed, or an application to the county court has been made under paragraph 2 of Schedule 5 to the Act(2) and has been determined by the county court, withdrawn, or settled by agreement between the parties.

17.3. This paragraph applies if a deposit has been paid in connection with this Contract but the initial requirements of an authorised deposit scheme have not been complied with.

17.4. This paragraph applies if a deposit has been paid in connection with this Contract but the Landlord has not provided the information required by Clause A5.2.

17.5. This paragraph applies if a deposit paid in connection with this Contract is not being held in accordance with an authorised deposit scheme.

18. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – PROHIBITED PAYMENTS AND HOLDING DEPOSITS UNDER THE RENTING HOMES (FEES ETC.) (WALES) ACT 2019 ("THE FEES ACT") (F)**

18.1. The Landlord may not give a notice under Clause F5 at a time when a prohibited payment (within the meaning of the Fees Act) has been made in relation to this Contract as described in Section 2 or 3 of that Act, and that prohibited payment has not been repaid.

18.2. The Landlord may not give a notice at a time when a holding deposit (within the meaning of the Fees Act) paid in relation to this Contract has not been repaid, and the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

18.3. In determining for the purposes of this Clause whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following: a payment of rent under this Contract, or a payment required as security in respect of this Contract.

19. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – FAILURE TO ENSURE THAT WORKING SMOKE ALARMS AND CARBON MONOXIDE ALARMS ARE INSTALLED (F)**

19.1. The Landlord may not give notice under Clause F5 at a time when the Premises is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a Premises), and as a result, the Landlord is required under Part 4 of the Act to take steps to stop the Premises from being treated as unfit for human habitation by virtue of that regulation.

20. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – FAILURE TO SUPPLY ELECTRICAL CONDITION REPORT ETC. (F)**

20.1. The Landlord may not give notice under Clause F5 at a time when the Premises is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human



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Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the Contract-Holder such a report or written confirmation of certain other electrical work), and as a result, the Landlord is required under Part 4 of the Act to take steps to stop the Premises from being treated as unfit for human habitation by virtue of that regulation.

21. **RESTRICTION ON GIVING NOTICE UNDER CLAUSE F5 – FAILURE TO PROVIDE GAS SAFETY REPORT TO CONTRACT-HOLDER (F)**

21.1. The Landlord may not give notice under Clause F5 at a time when the Landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

21.2. For the purposes of Clause F21.1, a Landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when the Landlord has ensured that the Contract-Holder have been given, or (as the case may be) there is displayed in a prominent position in the Premises, a copy of the applicable gas safety record, and (b) that record is valid.

21.3. For the purposes of Clause F21.2 of this term, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

21.4. In this term — “check for safety” (“gwiriad diogelwch”) means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations; “gas safety record” (“cofnod diogelwch nwy”) means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations; “Gas Safety Regulations” (“Rheoliadau Diogelwch Nwy”) means the Gas Safety (Installation and Use) Regulations 1998(1).

22. **VARIATION (F+)**

22.1. This Contract may not be varied except in accordance with:

22.1.1. Clause F23, Clause F24 and Clause F25,

22.1.2. by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

22.2. A variation of this contract (other than by or as a result of an enactment) must be in accordance with Clause F26.

23. **VARIATION OF RENT (F+)**

23.1. The Landlord may vary the rent payable under this Contract by giving the Contract-Holder a notice setting out a new rent to take effect on the date specified in the notice.



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23.2. The period between the day on which the notice is given to the Contract-Holder and the specified date may not be less than two months.

23.3. Subject to that the first notice may specify any date, and subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

24. **VARIATION OF OTHER CONSIDERATION (F+)**

24.1. Where consideration other than rent is payable under this Contract, the amount of consideration may be varied by agreement between the Landlord and the Contract-Holder, or by the Landlord in accordance with Clause F24.2 and Clause F24.4.

24.2. The Landlord may give the Contract-Holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.

24.3. The period between the day on which the notice is given to the Contract-Holder and the specified date may not be less than two months.

24.4. Subject to that the first notice may specify any date, and subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

25. **VARIATION OF TERMS OTHER THAN RENT (F+)**

25.1. The fundamental terms, supplementary terms and additional terms of this Contract may be varied (subject to Clause F26) by agreement between the Landlord and the Contract-Holder.

26. **LIMITATION ON VARIATION (F)**

26.1. The fundamental terms of this contract set out in Clause F26.2, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

26.2. The fundamental terms to which Clause F26.1 applies are:

Clause A5 (requirement to use deposit scheme);

Clause B10 (anti-social behaviour and other prohibited conduct);

Clause E1 (permissible termination);

Clause E6 (possession claims);



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Clause E9 (false statement - inducing Landlord to make contract to be treated as breach of conduct);

Clause F13 to F21 (further restrictions on giving Landlord's notice under F5);

Clause F22.1.2 and F22.2;

This Clause;

Clause H1 (joint contract-holder ceasing to be a party to the occupation contract); and

Clause H2 (death of sole contract-holder).

26.3. A variation of any other fundamental term (other than by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect, unless, as a result of the variation, the fundamental provision which the term incorporates is incorporated without modification, or the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that Contract-Holder position is improved;

26.4 If the variation (regardless of whether it is within this Clause) would render the fundamental term incompatible with a fundamental term set out in Clause F26.2.

26.5. A variation of a term of this Contract is of no effect if it would render a term of this Contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

26.6. Clause F26.4 term does not apply to a variation made by or as a result of an enactment.

27. **WRITTEN STATEMENT OF VARIATION (F+)**

27.1. If this Contract is varied the Landlord must, before the end of the relevant period, give the Contract-Holder a written statement of the Clause(s) varied, or a written statement of this Contract as varied, unless the Landlord has given notice of the variation in accordance with Clause F23, Clause F24.2 to Clause F24.4

27.2. The relevant period is the period of 14 days starting with the day on which this Contract is varied.

27.3. The Landlord may not charge a fee for providing a written statement under Clause F27.1.



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## SECTION G. DEFINITIONS AND INTERPRETATION

The definitions and rules of interpretation in this Clause apply in this Contract:

**Act:** Renting Homes (Wales) Act 2016.

**Common Parts:** Common Parts means any part of a building containing the Premises and any land or premises, which the Contract-Holder is entitled under the terms of this Contract to use in common with the owners or occupiers of other dwellings.

**Convention Rights:** rights held under the European Convention on Human Rights pursuant to the Human Rights Act 1998.

**Landlord:** A reference in this Contract to the Landlord includes a reference to anyone who is authorised to act on behalf of the Landlord, anyone who is entitled to the immediate reversion to the Contract and anyone who becomes entitled, by law, to receive the rent payable under this Contract.

**Managing Agent:** A reference to the Agent includes a reference to anyone who succeeds the named managing agent on this Contract, appointed by the Landlord.

**Premises**: Refers to the address defined in Section A and includes the interior and the exterior of the property, as well as any windows and drains. When the Contract is part of a larger building, the Premises includes the use of the common access and exit ways and facilities.

**Contract-Holder:** A reference to the Contract-Holder includes a reference to anyone who succeeds to or inherits this Contract on the death of the Contract-Holder.

**Lead Contract-Holder:** the person who is authorised by all persons who form the Contract-Holder to liaise with the Landlord or Managing Agent on behalf of all matters relating to the Contract. In the event of a dispute the Lead Contract-Holder will be authorised to raise the dispute on behalf of all persons forming the Contract-Holder.

**Inventory:** the Inventory provided to the Contract-Holder at the start of the Contract;

**Shared Facilities:** any areas in or around the Building for shared use, such as a laundry room, or used as a means of accessing/traversing the Building, such as footpaths.

**Flatfair**: means Flatfair Limited, which provides deposit-replacement services through the Flatfair Portal (www.flatfair.co.uk) for the parties as set out in Flatfair's Tenant Membership Agreement and Flatfair's Terms & Conditions.

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

**Joint and Several:** A reference in this Contract to Joint and Several will mean when the Contract-Holder is more than one person, they will each be responsible for complying with the Contract-Holder's obligations under this Contract or any extension of it for a fixed term extension or periodic Contract both as a group and each person is liable for all obligations and payments as an individual;

**Interpretation**

1.1 A reference to one gender shall include a reference to the other gender.



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1.2 A reference to a statute (e.g. an Act of Parliament) 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 Data Protection

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

- Details of performance of obligations under this Contract by the Landlord and the Contract-Holder;
- Known addresses or details of the Contract-Holder 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 Agent is authorised to do so under the Policy.

1.4 Right to Rent

The Contract-Holder or others who reside at the Premises must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Premises either before or during the Contract;

If any person forming the Contract-Holder or occupier changes during the Contract written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;



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The Contract-Holder and all occupiers will inform the Landlord or the Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

1.5 References to Clauses are to Clauses of this Contract.

**Section H - Documents**

By signing this Contract, I as Contract-Holder am confirming I have received the following documents:

- Gas Safety Certificate for the Premises (as applicable)
- Energy Performance Certificate
- Electrical Condition Inspection Report



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**Signed by the following parties:**

**Contract-Holder 1**

| | |
|---|---|
| **Signature** | |
| **Full Name (block capitals)** | <<PROSPECT_FULLNAME>> |
| **Address** | <<PROSPECT_FULLADDRESS>> |
| **Date** | |

**Contract-Holder 2**

| | |
|---|---|
| **Signature** | |
| **Full Name** | <<OCC_PRLENG_NAME1>> |
| **Address** | <<OCC_PRLENG_ADDRONE1>>,<br><br><<OCC_PRLENG_ADDRTWO1>><br><br><<OCC_PRLENG_CITY1>><br><br><<OCC_PRLENG_ZIP1>> |
| **Date** | |

**Landlord**

| | |
|---|---|
| **Signature** | |
| **Full Name (block capitals)** | <<LEGALENTITYNAME>> |



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| | |
|---|---|
| **Address** | <<LEGALENTITYADDRESS>> |
| **Date** | |



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**ANNEX 1**

EXPLANATORY INFORMATION AND DEFINITIONS

Welcome to the Wales Fixed Term Standard Contract produced by Dutton Gregory Solicitors in response to the Renting Homes (Wales) Act 2016 as amended ("the Act"). You should keep this document somewhere safe as it will govern your relationship both with the Landlord of your new home, and with the Managing Agent for the whole of the time that you are in residence. It will also set out the rights and obligations of both you and the Landlord. As such you should read the document carefully and raise any queries with the Landlord or Managing Agent. As this is a Fixed Term Standard Contract, it will last for a specified period of time. If you remain in occupation beyond the fixed term then the Contract will become a 'periodic' Contract which means it will continue on the same terms as the original contract until one party gives notice to the other, although certain terms can be varied during a periodic contract.

The Landlord is required to provide you with a written statement of terms to set out your rights and obligations under the Act, as well as any other terms agreed between the Landlord and you. This Agreement is your written statement of terms. You are entitled to receive a copy of the written statement within 14 days of the occupation date, but it can be sent before the occupation date.

If, before the introduction of the Act, you had an Assured Shorthold Contract relating to the Premises then you will have a 'Converted Contract'. If you have a Converted Contract then you are entitled to receive a copy of the written statement within six months of the 1st of December 2022.

The written statement can be sent electronically if you have provided an email address for contact.

If you did not receive a copy of the written statement within the above timescales then, for each day after the occupation date that the written statement has not been provided, the Landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

At the same time, please be aware that you have the right to seek independent advice either from: your solicitor; the Welsh Government website; or another advice agency, such as Shelter Cymru or the Citizens Advice Bureau, regarding your Contract or dispute resolution.

Disputes regarding this Contract may be determined in the County Court but if you have a problem with the Premises then you should first contact the Landlord or the Managing Agent to try and resolve it.

You have some unalterable rights regarding the Premises, but some of these rights are subject to obtaining the Landlord's consent. In most circumstances that consent cannot be unreasonably withheld. Terms where consent is required are identified.

You can be held responsible for any anti-social behaviour that takes place in the Premises even if you did not personally cause or commit the anti-social behaviour. Anti-social behaviour includes excessive noise, verbal abuse, physical assault, and domestic abuse (including physical, sexual, psychological, emotional, or financial abuse)



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You should not allow the Premises to become overcrowded by allowing people to reside in the Premises beyond the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for calculating the 'maximum number allowed' figure.

You cannot be evicted from the Premises without a Possession Order obtained from the County Court local to the Premises, unless you abandon the Premises. Before the Court can make a Possession Order the Landlord must demonstrate that they have followed the correct procedures and that one of the following situations below applies.

1) You have broken at least one of the terms of the Contract (which includes failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the Premises) and it is reasonable to evict the Contract-Holder;
2) You are in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
3) The Landlord can provide you with alternative accommodation, and one of the 'Estate Management' grounds under Section 160 of the Act applies, and it is reasonable to evict you;
4) Where the Contract falls within Schedule 9B of the Act, you have been given at least two months' notice that you must leave the Premises under Section 186 of the Act;
5) Where the Contract incorporates Section 194 of the Act (a Landlord's break Clause), the Landlord has given you notice that you must leave the Premises under Section 194 of the Act, and also;

a) There are no restrictions on the Landlord serving you with notice under Section 194 of the Act;
b) You are given at least six months' notice that you must vacate the Premises, and that notice was given at least 18 months after the occupation date, and that the fixed term of the Contract was for at least two years – except where the Contract falls within Schedules 8A, 9 or 9C to the Act;
c) Where the Contract falls within Schedule 8A to the Act, you were given at least two months' notice that you must leave the Premises;
d) Where the Contract falls within Schedules 8A and/or 9 and/or 9C of the Act, you were given the relevant notice that you must leave the Premises and the notice given is the notice that is appropriate to end that type of Contract.

For the avoidance of doubt, it is unlikely that this Contract falls within Schedules 8A, 9, 9B or 9C of the Act.

Whilst you are named in this Contract, anyone else who resides in the Premises with you may obtain a right to succeed the Contract if you die during the Contract.

As well as the Contract, you may be asked to sign the check-in or inventory which will list the Landlord's fixtures and fittings and the other items which the Landlord provides for your use during the Contract. You will also be given copies of the following documents relating to the premises, receipt of which is acknowledged by you when you sign this Contract:

- The Energy Performance Certificate (EPC)
- A current Gas Safety Certificate – if there is a gas supply



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- Details of the deposit replacement scheme
- The Electrical Installation and Condition Report (EICR)

If any of these documents are missing when you come to sign the Contract, please speak with the Managing Agent as these documents are just as important as the Contract itself.

This Contract contains four types of Clauses: Key Terms, Fundamental Terms, Supplementary Terms, and Additional Terms.

Key Matters are the core elements of the Contract and they are set out on page 1.

Fundamental Terms must be contained within the Contract as prescribed by the Act. Certain Fundamental Terms can be altered but they can only be altered in a way that 'improves the position' of the Contract-Holder. However, Section 33 of the Act allows for minor editorial changes so long as the meaning of the Fundamental Term is unchanged. Fundamental Terms that cannot be altered are marked with an (F) next to them and Fundamental Terms that can be altered, as set out above, are marked with an (F+).

Once this Contract has been given to you then the provisions regarding Fundamental Terms, as set out above, apply.

Supplementary Terms are Clauses, set out in regulations made by the Welsh Ministers from time to time, which are also automatically included as terms of the Contract. Supplementary Terms may be altered or removed to benefit either party. Where a Supplementary Term is found within this Contract it will be marked with a (S). If your Contract is a Converted Contract then Supplementary Terms do not automatically apply to your Contract.

If a Fundamental Term or a Supplementary Term has been altered or removed then the Clause in question should be left in the main body of the Contract but a note made in Annex 2. [
].

Additional Terms are negotiable between the parties and are all the Clauses that are not contained within the Key Terms or Fundamental Terms or Supplementary Terms. An Additional Term cannot conflict with a Key Matter, a Fundamental Term or a Supplementary Term. If your Contract is a Converted Contract then the existing terms of your Contract are Additional Terms and will continue to apply unless they conflict with a Key Matter or a Fundamental Term. If an Additional Term or any change to a Supplementary Term, is unfair within the definition of Section 62 of the Consumer Rights Act 2015 then that term will not be binding.



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**ANNEX 2**

Fundamental Terms and Supplemental Terms that have been Altered or Removed:

*Please identify the Clause number of the Fundamental or Supplemental term that has been altered and then explain how it has been altered from the original. If the Fundamental or Supplemental term has been removed entirely then please state that it has been removed.*

**Alteration of Fundamental Terms relating to The Renting Homes (Wales) Act 2016 as set out as (F+) in this contract:**

**Sections 54A and 54B:** 14. Prohibition of discrimination against people with children and benefits claimants – 2.5 and 2.6.

The following Supplemental Terms are not integrated into this Contract:

1. To, where the Contract-Holder reasonably believes that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the Landlord's responsibility, and within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them (S).

    a. The circumstances in which the above Clause applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by the Contract-Holder, any permitted occupier or any person visiting the Premises (S).

    b. In circumstances where the Contract-Holder has not undertaken the repairs that are their responsibility in accordance with the above Clause, the Landlord may enter the Premises at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them. The Landlord shall provide at least 24 hours' notice before entering the Premises (S).

2. The Contract-Holder must keep safe any notices, orders or other documents delivered to the Premises addressed to the Landlord specifically or the owner generally, and as soon as is reasonably practicable, give the original copies of any such notices, orders or other documents to the Landlord.

3. To use the Premises for the purpose of a private residence only in the occupation of the Contract-Holder and not for business purposes, without the Landlord's Consent, such consent not to be unreasonably withheld. For the avoidance of doubt, the Contract-Holder should not register a company or operate a business at the Premises.

4. The Contract-Holder may change any of the suppliers to the Premises of electricity, gas, or other fuel or water (including sewerage) services; telephone, internet, cable television or satellite television services.



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a. The Contract-Holder must inform the Landlord as soon as reasonably practicable of any changes made pursuant to the above Clause.

b. Unless the Landlord consents, the Contract-Holder must not leave the Premises, at the end of the Contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the Premises on the occupation date; or install or remove, or arrange to have installed or removed, any specified service installations at the Premises.

c. References in this Contract to “specified service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

5. The Contract-Holder must take reasonable steps to ensure the Premises is secure. The Contract-Holder may change any lock on the external or internal doors of the Premises provided that any such changes provide no less security than that previously in place.

6. The locks are changed by the Contract-Holder, the Landlord must be notified as soon as reasonably practicable of any change and make available to the Landlord a working copy of the new key. At the end of the Contract the Contract-Holder must return to the Landlord all keys for the Premises.

7. Not to remove any of the Fixtures and Fittings from the Premises to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Premises, to leave the same in the places in which they were on the occupation date.

8. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Premises and not to bring onto the Premises the Contract-Holder's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld.

9. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Premises or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage.

10. The Landlord must provide the Contract-Holder with an Inventory in relation to the Premises no later than the date by which the Landlord must provide the Contract-Holder with the written statement of this Contract in accordance with Clause X.

11. The Inventory must set out the contents of the Premises, including all Fixtures and Fittings and must describe their condition as at the occupation date.

12. If the Contract-Holder disagrees with the information within the Inventory, then they may provide comments to the Landlord.



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13. Where no comments are received by the Landlord within 14 days, the Inventory is deemed accurate.

14. Where comments are received by the Landlord within 14 days, the Landlord must either— (a) amend the Inventory in accordance with those comments and send the amended inventory to the Contract-Holder, or (b) inform the Contract-Holder that the comments are not agreed, and re-send the original Inventory to the Contract-Holder, with the comments attached to a copy of the Inventory, or (c) amend the Inventory in accordance with some of the comments and send the amended Inventory to the Contract-Holder, together with a record of the comments which have not been agreed.

15. The Contract-Holder shall indemnify the Landlord for any loss arising from the failure of the Contract to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Contract which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Contract-Holder nor their Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Contract-Holder. Should the Landlord or their Agent fail to attend such appointment the Contract-Holder's reasonable costs incurred in attending the Premises will be met by the Landlord.

16. The Contract-Holder may not permit persons who are not lodgers or sub-holders to live in the Premises.

17. The Contract-Holder may not allow persons to live in the Premises as lodgers without the Landlord's consent, such consent not to be unreasonably withheld.

18. I will inform the Managing Agent if I am likely to be absent from the Premises for more than 28 days (I appreciate this is important for fire safety and security reasons).

19. The Contract-Holder may not allow persons to live in the Premises as lodgers without the Landlord's consent, such consent not to be unreasonably withheld (S). For the purposes of this Clause, lodger includes any arrangement whereby the Contract-Holder receives money, or other consideration, for accommodation from persons staying with them for any length of time.

**ANNEX 3**

Estate Management Grounds (F+)

Ground A (building works)

The Landlord intends, within a reasonable time of obtaining possession of the Premises— (a) to demolish or reconstruct the building or part of the building comprising the Premises, or (b) to carry



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out work on that building or on land treated as part of the Premises, and cannot reasonably do so without obtaining possession of the Premises.

Ground B (redevelopment schemes)

This ground arises if the Premises satisfies the first condition or the second condition.

The first condition is that the Premises is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the Landlord intends within a reasonable time of obtaining possession to dispose of the Premises in accordance with the scheme.

The second condition is that part of the Premises is in such an area and the Landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the Premises.

Ground C (charities)

The Landlord is a charity and the Contract holder's continued occupation of the Premises would conflict with the objects of the charity.

But this ground is not available to the Landlord ("L") unless, at the time the Contract was made and at all times after that, the person in the position of Landlord (whether L or another person) has been a charity.

In this Clause, "charity" has the same meaning as in the Charities Act 2011(1) (see Section 1 of that Act).

Ground D (Premises suitable for disabled people)

The Premises has features which are substantially different from those of ordinary Premises and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the Premises and— (a) there is no longer such a person living in the Premises, and (b) the Landlord requires the Premises for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

The Landlord is a housing association or housing trust which makes Premises available only for occupation (whether alone or with others) by people who are difficult to house, and— (a) either there is no longer such a person living in the Premises or a local housing authority has offered the Contract-Holder a right to occupy another Premises under a secure Contract, and (b) the Landlord requires the Premises for occupation by such a person (whether alone or with members of that person's family).

A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for them to satisfy their need for housing

Ground F (groups of Premises for people with special needs)

The Premises constitutes part of a group of Premises which it is the practice of the Landlord to make available for occupation by persons with special needs and— (a) a social service or special facility is provided in close proximity to the group of Premises in order to assist persons with those special needs, (b) there is no longer a person with those special needs living in the Premises, and (c) the Landlord requires the Premises for occupation by a person who has those special needs (whether alone or with members of their family).



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## UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

The Contract-Holder succeeded to the occupation contract under Section 73 of the Act as a reserve successor (see Sections 76 and 77 of the Act), and the accommodation comprised in the Premises is more extensive than is reasonably required by the Contract holder.

Ground H (joint Contract-Holders)

This ground arises if the first condition and the second condition are met.

The first condition is that a joint Contract holder's rights and obligations under the Contract have been ended in accordance with— (a) Section 138 (withdrawal) of the Act, or (b) Section 225, 227 or 230 (exclusion) of the Act.

The second condition is that— (a) the accommodation comprised in the Premises is more extensive than is reasonably required by the remaining Contract-Holder (or Contract holders), or (b) where the Landlord is a community Landlord, the remaining Contract-Holder does not (or the remaining Contract-Holders do not) meet the Landlord's criteria for the allocation of housing accommodation.

## OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

This ground arises where it is desirable for some other substantial estate management reason that the Landlord should obtain possession of the Premises.

An estate management reason may, in particular, relate to— (a) all or part of the Premises, or (b) any other premises of the Landlord to which the Premises is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

## ANNEX 4

Below are the fair use kwh annual allowances per room type and per occupancy type.

| **Small** | **Kwh (Single)** | **Kwh (Dual)** |
|---|---|---|
| Cosy Studio | 2028 | 3028 |
| Nest Studio | 2028 | 3028 |
| Nest Studio + | 2028 | 3028 |
| **Medium** | | |
| Comfy Studio | 2392 | 3588 |
| Roomy Studio | 2392 | 3588 |
| Comfy Studio Plus | 2392 | 3588 |
| **Large** | | |
| Stretch Studio | 2748 | 4122 |



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| | | |
|---|---|---|
| The Alcove | 2748 | 4122 |
| Loft Apartment | 2748 | 4122 |
| Stretch Studio Plus | 2748 | 4122 |

**Seasonal Variations**

Below are the seasonal fair use variances month by month, expressed as a % of the overall kwh that applies to your occupancy.

| Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 17% | 13% | 13% | 10% | 6% | 2% | 2% | 2% | 3% | 6% | 12% | 14% |



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