

- (b) To keep the interior of the premises and the fixtures and fittings and the Landlord's installations and the doors and the glass in the windows in good and tenable repair decoration and condition and in working order (damage by accidental fire excepted)
- (c) Not to cut damage alter rearrange or interfere with any part of the premises or the decorations or the contents or make any additions or alterations and not to paint or decorate any part of the premises without getting the Landlord's approval of the colours and materials to be used before the work is started
- (d) If any rent or other sum due from the Tenant under the Agreement remains unpaid for more than seven days from the date due (whether formally demanded or not) to pay interest thereon at the rate of 4% above the base rate for the time being of Barclays Bank Plc until the date of payment
- (e) Not to use or permit the premises to be used for any improper immoral or illegal purpose
- (f) Not to make or suffer any unreasonable noise in the premises by way of piano gramophone radio or television receiving set or other mechanical or musical instrument vacuum cleaner singing or otherwise between the hours of 10.30 p.m. and 8.00 a.m. on all days
- (g) To use the premises as only a private residence for occupation by the Tenant only
- (h) Not to assign under-let or part with or share possession or occupation of the whole or any part of the premises
- (i) To ensure that nothing is done in the premises which may make void or voidable the Landlord's insurance policy or which may cause an increased premium to be payable and to make good to the Landlords any loss or extra expense arising from breach of this clause
- (j) To allow the Landlord to enter the Premises (a) to inspect their condition (b) to carry out repairs or alterations to the premises or any adjoining property and with interested parties with a view to proposed sale or letting with 24 hours notice in writing.
- (k) Not to obstruct the drains or any jointly used access and to keep the drains and gutters clear and chimneys swept when necessary and jointly used and access clear and tidy
- (l) Not to glue stick nail screw or otherwise fix anything whatsoever to the interior or exterior of the premises or the contents without the Landlords' written consent
- (m) To notify the Landlord promptly of any defect or repair being required to the premises to avoid deterioration to the premises
- (n) To keep the premises clean and tidy at all times and regularly Hoover and dust and carry out normal housekeeping activities
- (o) Not to keep any animals or pets on the premises
- (p) Not to vacate the premises or leave them unoccupied except during periods of university recess and on determination of the term of the Tenancy and in any event on determination of the Tenancy to deliver the key to the Landlord and to pay rent up to the date of determination.

(q) To use the garden as a private garden and at the expiration of the Tenancy leave the garden clean and tidy and free from weeds and rubbish Provided that the Landlord's gardener shall have access to the garden for the purpose of general maintenance cultivation and grass cutting.

(r) At the determination of the Tenancy to deliver up to the Landlord the premises and the contents in accordance with the Tenants' agreements and clear of the Tenants' own effects

(s) To keep the contents in at least as good repair and condition as they are now and to keep mechanical and electrical equipment in good repair to make good all damage and undue wear (except damage caused by accidental fire) and to replace with similar articles of equal value all contents which are destroyed or lost or damaged (except by accidental fire) or unduly worn and incapable of reinstatement and not without the Landlords' written consent to remove any of the contents from the premises nor to move any of the Landlords' furniture and furnishings from the room in which it is.

Note- it is not expected that tenants service or repair mechanical items such as cookers boiler etc – but it is hoped that items such as vacuum cleaners and dryers are cleaned regularly to prevent mechanical breakdown.

(t) To pay all reasonable legal or surveyor's costs or other costs and fees incurred by the Landlord as follows:-

(i) As a result of a breach by the Tenant of this Agreement whether forfeiture of the Tenancy is avoided by relief granted by the Court or in any other way

(ii) In the preparation and service of a Schedule of Delapidations during or after the Tenancy

(iii) In connection with the recovery of arrears of rent due unto this Agreement

(iv) Relating to any request for consent required under this Agreement whether or not such consent is given

(u) To pay all council tax (if any) or its successor tax in respect of the premises

(v) Not to arrange for the supply of any of the services referred to in paragraph 2(b) which arrangements will at all times be made by the Landlord

2. THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:-

(a) The Tenant shall have quiet enjoyment of the premises against the Landlord and all persons claiming title through the Landlord

(b) The Landlord will, in consideration of the payment by the tenant of the service charge referred to at paragraph 1(3) supply and pay for the following services:-

(i) Gas (where the property is connected to a gas supply)

(ii) Electricity

(iii) Terrestrial telephone line rental (excluding call charges)

(iv) Broadband internet supply (excluding call charges)

- (v) Water and drainage
- (vi) TV Licence for the Property
- (vii) 24 hour callout insurance regarding emergency repairs to the Property (as per terms and conditions laid out by the supplier of these services which are available on request)
- (viii) Personal insurance for each Tenant to a limit of £2500-00 (terms and conditions as per the policy's provider)

3. IT IS AGREED BY BOTH PARTIES AS FOLLOWS:-

- (a) PROVIDED ALWAYS that if at any time the rent hereby reserved or any part thereof is fourteen days in arrears (whether formally demanded or not) or if the Tenant has failed to observe or perform any of the Tenants' covenants herein contained or if the Tenant being an individual is adjudicated bankrupt the Landlord may re-enter upon the Premises or any part thereof in the name of the whole and thereupon the term hereby granted shall absolutely determine but without prejudice to any claim by the Landlord against the Tenant for any antecedent breach of any part of the covenants herein contained
- (b) If the whole or any part of the Premises shall be destroyed or made uninhabitable by fire then unless the Tenant has broken the letting provisions or done anything to invalidate the Landlord's insurance the payment of the rent or the appropriate part of it shall according to the extent of the damage be suspended until the Premises have been reinstated and made fit for habitation
- (c) Any disputes between the Landlord and the Tenant arising out of this Agreement shall be referred to a single arbitrator to be appointed in default of Agreement between parties by the President for the time being of the Royal Institute of Chartered Surveyors in accordance with the Arbitration Act 1950 or any statutory modification with the Arbitration Act 1950 or any statutory modification of re-enactment thereof for the time being in force
- (d) The deposit is payable to the Landlord as security for the performance of the Tenant's obligations to be held by the Landlord or the Landlord's Agent without obligation to pay interest to the Tenant and may be expended by the Landlord in paying any arrears of rent cost of making good any failure by the Tenant to perform any of the Tenant's other obligations in this Agreement. The balance of the deposit after appropriating any part expended or expendable by the Landlord as aforesaid shall within one month of the termination of the Tenancy and vacation of the premises by the Tenant be returned to the Tenant

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RESIDENTIAL ASSURED SHORTHOLD

COUNTERPART
TENANCY AGREEMENT

TO

RELATING TO

TURNER MORGAN JAMIESON
GILESGATE HOUSE
94 GILESGATE
DURHAM
DH1 1JA
PN/JH/SMI085-22