

**Fixed Term Occupation Contract  
dated #AgreementDate#**

<b>(Managing Agent)</b>	<p>Fresh Property Group Ltd 7-9 Swallow Street London W1B 4DE Email: customersupport@thisisfresh.com</p> <p>Operating under the Brand: Fresh</p> <p>“The Managing Agent”</p>
<b>(Landlord)</b>	<p><i>Name</i></p> <p><i>Address</i></p> <p>“The Landlord”</p>
<b>I / Me (Contract-Holder)</b>	<p>Name</p> <p>of Address</p> <p>(where you are more than one person, obligations are undertaken both individually and together)</p>
<b>Guarantor</b>	[Name] of [Address]
<b>Premises</b>	Address
<b>Room/Studio</b>	(where the Room is a self-contained studio, any mention of "Shared Area" and "Shared Items" is to be ignored)
<b>Fixed Term</b>	<p>beginning on</p> <p>ending on</p> <p>Periods where the Contract-Holder is not entitled to occupy the Premises, if any:</p> <p>There is no break clause.</p>
<b>Rent</b>	<p>£ (for Weeks) payable in advance in instalments:</p> <p>Note: The amounts listed above are standard prices. Any discount that you are eligible for will be applied to your rent amount when you make a payment online via the Residents’ Portal.</p>
<b>Deposit Amount</b>	£
<b>Deposit Scheme</b>	TDS Custodial

## **EXPLANATORY INFORMATION AND DEFINITIONS**

Appendix A contains the Explanatory Information and Definitions Leaflet which explains how this Wales Fixed Term Standard Contract works for you. Please ensure you carefully read this and all parts of the contract.

### **A. My Obligations as the Contract-Holder to The Landlord/The Manging Agent are:**

#### **Financial Matters**

A 1

I agree to pay the Rent in full for the whole Fixed Term, in the instalments and on the dates stated on page 1, whether or not I receive a formal request from the Landlord.

A 1.1 (S)

If I request a receipt, within 14 days of that request the Landlord must provide me with a written receipt of any Rent, or other consideration, paid or provided under the Contract.

A 1.2 (S)

Should the Contract come to an end in the middle of a rental period, the Landlord must repay, within a reasonable time, to me any Rent which relates to any period falling after the date on which this Contract ends. For the purposes of this clause, if a whole period's Rent has been paid then the Rent shall be return on a pro-rata basis from the last day of the Contract to the end of the period for which payment was made. A daily rate of rent is determined by calculating the annual rent then dividing that figure by 365 (days of the year) and rounding to the nearest penny.

A 2

I agree to pay the following extra sums:

- (a) Where I have failed to clean the Premises or Shared Area or have caused damage, the reasonable costs of cleaning, redecoration, repair and replacement in accordance with clause A9.
- (b) Any costs incurred by the Landlord arising from my breach of this Contract (including legal fees and court costs);
- (c) Interest will be applied after 7 calendar days at a rate of 3% above the Bank of England base rate to any outstanding rent for each day since the rent payment has been outstanding.

A3

I am responsible for obtaining a licence for any television and/or any other device in the Premises, and (jointly with other occupiers of the Building) in the Shared Area unless provided by Landlord/The Manging Agent as a specific local promotion

#### **Condition and Maintenance**

A 4 (S)

I accept the Premises, the Shared Area, the Premises Items and Shared Items as being present and in good repair and condition, unless I inform the Landlord/The Manging Agent to the contrary in writing within 48 hours of moving-in. Once I am provided with a copy of the inventory at the start of the Contract, if no disagreements are raised within 7 days of the start

of the Contract, then I agree that the inventory is an accurate reflection of the condition of the Property.

## A 5 (S)

I will use the Premises, the Shared Area and all Premises Items and Shared Items carefully and keep them in at least as good a condition as at the start of the Contract. I am not responsible for:

- (a) Fair wear and tear caused by normal use;
- (b) Any matters that are the Landlord's repairing obligations unless such damage is caused by any action or inaction on my part (see below); nor
- (c) Any damage covered by the Landlord's insurance policy for the Building so long as the policy is not vitiated / invalidated as a result of any action or inaction on my part or any occupiers or guests or visitors.

## A 6 (S)

I will not:

- (a) Mark or change the decorative finish of the Premises or Shared Area;
- (b) Make any alteration to the fabric or surfaces of the Premises or the Shared Area;
- (c) Apply sticky tape or 'blu-tack' or similar adhesive on the walls;
- (d) Stick pins, nails or screws into the walls;
- (e) Flush sanitary items down the toilet;
- (f) Pour oil or grease down the drains nor do anything else likely to block or harm the drains;
- (g) Remove any Premises Item or Shared Item.

## A 7

I will endeavour to not adversely affect the environmental performance of the building and will endeavour to minimise its impact by:

- (a) Utilising the equipment in the way it was designed;
- (b) Following the "Sustainable Living Guide" available on the website <https://www.thisisfresh.com/student/faqs>;
- (c) Following the waste management procedure (waste segregation and recycling provisions) implemented in the building;
- (d) Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

## A 8

I will keep the Premises and the Premises Items hygienically clean and tidy throughout the Fixed Term. I will, jointly with the other occupiers of the Building, keep the Shared Area and the Shared Items hygienically clean and tidy throughout the Fixed Term.

## A 9

I am responsible for any damage I cause to the Building (including the Premises, the Shared Area, the Premises Items and Shared Items and all furnishings, fixtures and fittings) other than damage covered and recoverable from the Landlord's insurance policy for the Building.

## A 10

If

- (a) The Premises, the Shared Area or any Premises Item or Shared Item is not hygienically clean and tidy; or
- (b) There has been damage to the Premises, the Shared Area or any Premises Item or Shared Item for which I am wholly or partly responsible; or
- (c) I have caused a blockage of the drains by breaching clause A6; or

(d) I cause damage to any other part of the Building (including any furnishings, fittings or equipment), then I agree that at any time during and at the end of the Fixed Term the Landlord may:

- (a) Make a charge for the reasonable costs of cleaning, redecoration, and repair of the Building (including the Premises and the Shared Area) and of cleaning, repair and, where necessary, replacement of any broken doors, windows or furnishings, fittings and equipment; and
- (b) Deduct such charge from the Contract Deposit under the rules in Schedule 2; and if there is a shortfall I will immediately pay the balance.

A 11

Where I am responsible for a charge jointly with others, the Managing Agent will assess the proportion for which I am responsible.

A 12 (S)

I will not attempt to carry out any repairs, but will report to the Managing Agent in writing any damage as soon as possible.

## Use

A 13

I will move into the Premises within 4 weeks of the start of the Fixed Term.

A 14

Only I am allowed to live in the Premises. I will not assign the Contract nor sublet the Premises nor allow others to share or occupy it without the Landlord's consent in writing, such consent which will not be unreasonably withheld.

A 15

I will only use the Premises and the Shared Area for private residential purposes.

A 16 (S)

I will inform the Managing Agent if I am likely to be absent from the Premises for more than 7 days (I appreciate this is important for fire safety and security reasons).

A 17

I will inform the Managing Agent immediately if I cease to be a student in higher education; and I will pay (or indemnify the Landlord for) any Council Tax charge that may be imposed as a result. It is my responsibility as Contract-Holder to make suitable arrangements with the local authority regarding exemption from liability for council tax. If I fail to do so and therefore council tax payments are required, it will be my responsibility to pay these charges.

## Conduct

A 18

I will not smoke anywhere in the Building, nor on the roads, paths or pavements immediately outside the Building.

A 19 (S)

I will not bring into or keep any of the following in the Building, including the Premises:

- (a) Animals;
- (b) Illegal drugs or substances whether for my own use or otherwise unless prescribed by a medical practitioner;

- (c) Weapons or imitation weapons;
- (d) Liquid or gaseous fuel, noxious or explosive substances or gas, paraffin or gas heater or cookers;
- (e) Anything which burns with a naked flame or smoulders, such as candles, oil lamps, or incense burners;
- (f) Any furniture or electrical equipment that does not comply with current British Standards and statutory regulations;
- (g) Bicycles (except in areas designated by the Managing Agent).

A 20 (S)

I will not do any of the following in the Building:

- (a) Anything unlawful;
- (b) Anything which may cause a nuisance, or disturb or annoy neighbours within or beyond the building;
- (c) Prepare food other than in the kitchen;
- (d) Use a deep-fat fryer;
- (e) Play any radio, music player, television or musical instrument or sing in a way that may be a nuisance or disturb or annoy neighbours within or beyond the Building, or be heard outside the Premises between 11pm and 8am;
- (f) Harass or threaten harassment on the grounds of race, colour, religion, sex, sexual orientation or disability;
- (g) Be violent or abusive or act in an intimidating manner, or threaten to do so;
- (h) Tamper with fixtures, fittings and equipment including, without limitation space heating and lighting equipment, kitchen and bathroom fittings and equipment, fire safety equipment, fire doors and restrictors on the windows;
- (i) Anything that may breach the terms of any House of Multiple Occupation License that may be necessary for the Property.

## **Anti-social behaviour and other prohibited conduct (F)**

A 21

In addition to the above, I will not:

A 21.1

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 the locality of the Premises.

A 21.2

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.

A 21.3

Engage or threaten to engage in conduct: capable of causing nuisance or annoyance to the Landlord, or a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects the Landlord's housing management functions.

A 21.4

Use or threaten to use the Premises for criminal purposes.

A 21.5

By any act or omission allow, incite or encourage any person who is living in or visiting the Premises or Building to act as mentioned above.

A 22

I will only display notices, posters or similar articles on the notice boards (if any) provided.

A 23

I will obtain the Landlord/Managing Agent's prior written approval for any party or meeting of more than 10 people. I will ensure that all gatherings arranged by me or taking place in the Building respect the terms of this Contract Agreement and the House Rules as set out in the Residents' Handbook.

A 24

I will not dry items of laundry on the heaters within the Building, nor hang them so as to be visible from outside the Building.

A 25

I will not compromise the security of the Building by leaving windows open when not in the Premises, leaving security doors open or 'on the latch' or allowing unauthorised visitors to tailgate.

A 26

I will not obstruct Common Areas and will ensure compliance with necessary Fire Safety Regulations at the time.

A 27

I will remove all rubbish from the Premises and Shared Area at least once every week and dispose of it in the area designated by the Landlord / Managing Agent.

A 28

Unless I have paid for a car park space via a separate agreement, I will not park at the Building. I accept that any unauthorised vehicles may be clamped, which may require payment of a release fee to the 3<sup>rd</sup> Party managing the car park.

## **Insurance**

A 29

I will not do anything or fail to do something which might invalidate any insurance policy for the Building or its contents or which might entitle the insurers to refuse to pay out any part of an insurance claim, or which might increase the insurance premium.

A 30

The Landlord will not insure any belongings not belonging to the Landlord. I am responsible for arranging suitable insurance cover for my own belongings if cover is required.

## **Access and Inspection (F+)**

A 31.1

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 B 3.1 and B 4.1.

A 31.2

The Landlord must give at least 24 hours' notice to you before exercising that right.

A 31.3

Clause A 31.1 applies where the Premises forms part only of a building, and in order to comply with the obligations set out in B 3.1 and B 4.1 the Landlord needs to carry out works or repairs in another part of the building.

A 31.4

The Landlord is not liable for failing to comply with the obligations under B 3.1 and B 4.1 of 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.

A 31.5

I will allow the Premises, Shared Area and/or the Building to be viewed by prospective occupiers.

A 31.6 (S)

In the event of an emergency which results in the Landlord needing to enter the Premises without notice, I must give the Landlord immediate access to the Premises

A 31.7 (S)

If I do not provide access immediately, the Landlord may enter the Premises without permission.

A 31.8 (S)

If the Landlord enters the Premises without permission then the Landlord must use all reasonable endeavours to notify me that they have entered the Premises as soon as reasonably practicable after entry.

A 31.9 (S)

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).

## End of the Fixed Term

A 32 (S)

At the end of the Fixed Term I will:

- (a) Give the Landlord vacant possession;
- (b) Return all keys, fobs and other passes;
- (c) Remove all personal belongings and rubbish; and
- (d) Leave the Premises and Shared Area in a clean and tidy state, including a thorough clean of all surfaces, cupboards, fridges, cookers, microwaves and other equipment; and sweeping, washing and vacuuming all floors (as appropriate).

A 33

I agree that the Landlord may remove, store, sell or otherwise dispose of any personal possessions which I leave in the Premises, Shared Area and/or the Building at the end of the Fixed Term, and I will reimburse the Landlord for any costs it incurs in doing so.

## Information

A 34

I have not provided false or misleading information nor made a false statement in order to obtain this Contract.

A 35

I consent to the Landlord/Manging Agent holding and processing my personal information (including sensitive personal data) in order to perform its function as the Landlord/Manging Agent of the Building. This may include disclosure to third parties (including the Contract Deposit Protection Scheme) who are able to show that they are entitled to receive the information. A copy of the Privacy Policy is available on the website <https://www.thisisfresh.com/privacy-policy>.

## Permissible Forms of Dealing (F+)

A 36.1

You 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).

A 36.2

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.

A 36.3

If the Contract-Holder does anything in breach of A 33.1, or a joint Contract-Holder does anything in breach of A 33.2 the transaction is not binding on the Landlord, and the Contract-Holder or the joint Contract-Holders are in breach of this Contract (despite the transaction not being binding on the Landlord).

A 36.4

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

## Adding a joint Contract-Holder (F+)

A 37.1

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

A 37.2

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.



## **B. The Landlord's obligations to me**

### **Right to Occupy without Interference from the Landlord (F+)**

#### B 1.1

The Landlord may not, by any act or omission, interfere with my right to occupy the Premises.

#### B 1.2

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

#### B 1.3

The Landlord does not interfere with my right to occupy the Premises because of a failure to comply with repairing obligations (within the meaning of Section 100(2) of the Act).

#### B 1.4

The Landlord is to be treated as having interfered with my 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 my right by any lawful act or omission.

### **Insurance**

#### B 2

The Landlord and Managing Agent accept no liability for loss or damage to my personal possessions.

### **Fitness for Human Habitation (F+)**

#### B 3.1

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

#### B 3.2

The reference to the Premises in B 3.1 includes, if the Premises forms part only of a building, the structure and exterior of the building and the common parts.

### **Repair (F+)**

#### B 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.

#### B 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 —

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

or

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

B 4.3

The standard of repair required by B 4.1 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.

B 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 B 3.1 and B 4.1

B 4.5

The Landlord may not impose any obligation on me in the event of the me enforcing or relying on the Landlord's obligations under B 3.1 and B 4.1.

B 4.6

Clause B 4.1 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.

B 4.7

The Landlord's obligations under B 3.1 and B 4.1 do not require the Landlord to keep in repair anything which I am 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.

B 4.8

If the Premises forms part only of a building, the Landlord's obligation under B 3.1 and B 4.2 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.

B 4.9

Relevant causes for the purpose of this Clause are fire, storm, flood or other inevitable accident.

B 4.10

Clause B 4.2 does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects my enjoyment of the Premises, or the common parts that I am entitled to use under this Contract.

B 4.11 (S)

In the event that the Premises are rendered uninhabitable by a relevant cause then Rent shall cease to be payable. The Landlord will not be responsible for rehousing you. 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 you notice under Section 220 of the Act (abandonment).

### **Limits on Landlord obligations in relation to B 3.1 and B 4.1: Contract-Holder's fault (F+)**

B 5.1

Clause B 3.1 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 you or a permitted occupier of the Premises.

B 5.2

The Landlord is not obliged by Clauses B 4.1 and B 4.2 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 you or a permitted occupier of the Premises.

B 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 you are entitled to use under this Contract.

### **Limits on Landlord obligations in relation to B 3.1 and B 4.1: notice (F+)**

B 6.1

The Landlord’s obligations under B 3.1, B 4.1. and B 4.2 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.

B 6.2

The Landlord complies with the obligations under B 3.1, B 4.1 and B 4.2 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.

B 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 B 3.1, B 4.1 and B 4.2, 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.

### **Rights of Permitted Occupiers (F+)**

B 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 B 3.1 and B 4.1, may enforce the Clause in question in their own right by bringing proceedings in respect of the injury, loss or damage.

B 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.

### **Right of Set Off (F+)**

B 8

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

### **Other Repairing Obligations**

The Landlord will also:

B 9.1

Keep the Common Areas within the Building clean and properly lit, and (in the case of a lift) functioning safely;

B 9.2

Keep the laundry facilities in good repair and proper working order;

B 9.3

Ensure that any furniture and electrical equipment it provides complies with the relevant statutory regulations;

B 9.4

Provide reasonable space heating and an adequate supply of hot and cold water and electricity to the Premises and Shared Area.

## Temporary Alternative Accommodation

B 9.5

In order to carry out emergency repairs the Landlord may, on giving reasonable notice, and at the Landlord's expense, move me to temporary suitable alternative accommodation.

## Interruptions to Services

B 10

I accept that the Landlord/Managing Agent will not be responsible for any temporary interruption in services for reasons beyond its control. The Landlord/Managing Agent will seek to restore any interrupted services as soon as possible.

## Utilities

B 11

The Landlord will pay all charges for Utilities.

## Access over Common Areas

B 12

The Landlord allows me access over the Common Areas in order to gain access to the Premises, the laundry, the common Premises, the management suite and the bicycle store (as applicable) within the Building.

## Written Statements (F+)

B 13.1

The Landlord must give you 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.

B 13.2

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 you have changed.

**B 13.3**

The Landlord may not charge a fee for providing a written statement as per B 13.1 or B 13.2 you 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.

**B 13.4**

The Landlord must give you 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 you pay the fee.

**Written statement of variation (F+)**

**B 14.1**

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

**B 14.2**

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

**B 14.3**

The Landlord may not charge a fee for providing a written statement as per B 14.1.

**Provision of information by Landlord about the Landlord (F+)**

**B 15.1**

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

**B 15.2**

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 you notice of the change in identity and of an address to which you may send documents that are intended for the new Landlord.

**B 15.3**

If the address to which you 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 you notice of the new address.

**Compensation for breach of Clause B 15.1, B 15.2 and B 15.3 (F+)**

**B 16.1**

If the Landlord fails to comply with an obligation under B 15.1, B 15.2 and B 15.3, the Landlord is liable to pay you compensation under Section 87 of the Act.

**B 16.2**

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.

B 16.3 Interest on the compensation is payable if the Landlord fails to give you the notice on or before the day referred to in B 16.2

B 16.4 The interest starts to run on the day referred to in B 16.2 at the rate prevailing under Section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

B 16.5 The relevant date is the first day of the period before the end of which the Landlord was required to give the notice.

## Repossession and Termination

### Permissible Termination etc. [F]

#### C 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 Clauses C1 to C13, and their respective sub-clauses, or any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

#### C 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.

### Termination by Agreement [F+]

#### C 2.1

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

#### C 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 you were also the Contract-Holder under the original contract.

### Repudiatory breach by Landlord [F+] and Early termination by Contract-Holder [F+]

#### C 3.1

If the Landlord commits a repudiatory breach of contract and you give up possession of the Premises because of that breach, this Contract ends when you give up possession of the Premises.

#### C 3.2

You may end this Contract at any time before the earlier of the Landlord giving you a written statement of this Contract, or the occupation date.

C 3.3

To end this Contract under C 3.2, you must give a notice to the Landlord stating that you are ending this Contract.

C 3.4

On giving the notice to the Landlord, you cease to have any liability under this Contract, and become entitled to the return of any deposit, rent or other consideration given to the Landlord in accordance with this Contract.

## **Termination of the Contract with joint Contract-Holders (F+)**

C 4

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.

## **Possession claims and notices (F and F+)**

C 5.1

The Landlord may make a claim to the court for recovery of possession of the Premises from you ("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, and sub-clauses, of C 6 to C 12. **(F)**.

C 5.2

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 —

C 5.2.1 Clause C 6 (in relation to a breach of contract by a Contract-Holder);

C 5.2.2 Clause C 9 (in relation to estate management grounds);

C 5.2.3 Clause C 11 (in relation to serious rent arrears).

C 5.3

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.

## **Breach of Contract (F+)**

C 6.1

If you breach this Contract, the Landlord may on that ground make a possession claim.

C 6.2

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).

## **Restrictions on Making a Possession Claim in Relation to a Breach of Contract (F+)**

### **C 7.1**

Before making a possession claim on the ground in C 6, the Landlord must give you a possession notice specifying that ground.

### **C 7.2**

The Landlord may make a possession claim in reliance on a breach of Clause A 21 (anti-social behaviour and other prohibited conduct) on or after the day on which the Landlord gives you a possession notice specifying a breach of that the Contract.

### **C 7.3**

The Landlord may not make a possession claim in reliance on a breach of this Contract before the end of the period of one month starting with the day on which the Landlord gives you a possession notice specifying a breach of the Contract.

### **C 7.4**

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 you the possession notice.

## **False Statement Inducing Landlord to make Contract to be Treated as Breach of Conduct (F)**

### **C 8.1**

If the Landlord is induced to make this Contract by means of a relevant false statement you are to be treated as being in breach of this Contract, and the Landlord may accordingly make a possession claim on the ground in Clause C 6.

### **C 8.2**

A relevant false statement is one which if it is made knowingly or recklessly by you, or another person acting at your instigation.

## **Estate Management Grounds (F+)**

### **C 9.1**

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

C 9.2 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Schedule 6.

### **C 9.3**

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 you (or will be available to you when the order takes effect).



C 9.4

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

C 9.5

Clause C9.4 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).

## **Restrictions on Making a Possession Claim under Clause 62 [Estate Management Grounds] (F+)**

C 10.1

Before making a possession claim on an estate management ground, the Landlord must give you a possession notice specifying that ground.

C 10.2

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 you the possession notice, or after the end of the period of six months starting with that day.

C 10.3

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

C 10.4

The Landlord may not give you 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.

C 10.5

The Landlord may not give you 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.

## **Serious Rent Arrears (F+)**

C 11.1

If you are seriously in arrears with your rent, the Landlord may on that ground make a possession claim.

C 11.2

You are seriously in arrears with your rent:

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

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

C 11.3

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

## **Restrictions on Making a Possession Claim under Clause 64 [Serious Rent Arrears] (F+)**

C 12.1

Before making a possession claim on the ground in Clause 64, the Landlord must give you a possession notice specifying that ground.

C 12.2

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 you the possession notice, or after the end of the period of six months starting with that day.

## **Court's Order for possession – The effect of order for possession (F+)**

C 13.1

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

- you give up possession of the Premises on or before that date; on that date;
- if you give up possession of the Premises after that date but before the order for possession is executed, on the day on which you give up possession of the Premises, or;
- if you do not give up possession of the Premises before the order for possession is executed, when the order for possession is executed.

C 13.2

Clause C13.3 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.

C 13.3

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

## **Forms of notices etc. (F+)**

C 14.1

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

## C 14.2

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.

## C 14.3

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

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

## C 14.4

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.

## C 14.5

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

**[\*Contract-Holder's email address here\*]**

## C 14.6

You may also serve notice by email to the following email address which the Managing Agent/Landlord has confirmed as being their own:

**[\*Landlord/Managing Agent's email address here\*]**

## C 14.7

Both you and the Managing 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.

## C 14.8

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.

## Variation (F)

### D 1.1

This Contract may not be varied except by:

D 1.1.1 Agreement between you and the Landlord, or

D 1.1.2 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.

### D 1.2

A variation of this Contract (other than by or as a result of an enactment) must be in accordance with the sub-sections of D 2.

## Limitation on Variation (F)

### D 2.1

The fundamental terms of this Contract set out in D 2.2, 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).

### D 2.2

The fundamental terms to which D 2.1 of this term applies are —

Schedule 2, Clauses 1, 2 and 3 (requirement to use deposit scheme),

A 21 (anti-social behaviour and other prohibited conduct),

C 1.1 and 1.2 (permissible termination),

C 5.1, 5.2 and 5.3 (possession claims),

C 8.1 and 8.2 (false statement inducing - Landlord to make Contract to be treated as breach of conduct).

D 1.1.2 and D 1.2,

### D 2.2

F 1.1, 1.2, 1.3 and 1.4 (joint Contract-Holder ceasing to be a party to the occupation contract),

F 2.1, 2.2, 2.3 and 2.4 (death of a sole Contract-Holder),

### D 2.3

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:

D 2.3.1 the fundamental provision which the term incorporates is incorporated without modification, or

D 2.3.2 the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved.

### D 2.4

if the variation (regardless of whether it is within Clause D 2.3) would render the fundamental term incompatible with a fundamental term set out in Clause D 2.2.

### D 2.5

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).

### D 2.6

Clause D 2.4 does not apply to a variation made by or as a result of an enactment

## Guarantor

### E 1

The Landlord has entered into this Contract Agreement at the request of the Guarantor. The following obligations shall be referred to as 'the Guarantee'.

E 2

The Guarantor agrees with the Landlord that if, at any time during the Fixed Term, you default in paying the Rent or other sums due under this Contract Agreement, or is in breach of any covenant or obligation in this Contract Agreement, then the Guarantor will

(a) pay any Rent and other sums due under this Contract Agreement within 10 Working Days of receipt of a written demand; and

(b) remedy any of your covenants and obligations, or (if the breach cannot be remedied within a reasonable time) pay the Landlord on demand for all the Landlord's losses, damages, costs and expenses arising as a result of your breach.

E 3

The Guarantor's liability under the Guarantee will not be reduced or released by any delay or concession by the Landlord in enforcing your covenants and obligations.

E 4

The Guarantee shall continue throughout the period that the Property is occupied by you or any licensee and is not limited to the term specified in the Contract Agreement.

E 5

Guarantee shall not be revocable by the Guarantor nor will it be rendered unenforceable by the Guarantor's death or bankruptcy.

## **Succession Rights and Transfer Rights**

### **Joint Contract-Holder Ceasing to be a Party to a Contract - Survivorship (F)**

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.

F 1.2

The joint Contract-Holders are 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.

F 1.3

Nothing in F 1.1 or F 1.2 removes any right or waives any liability of the joint Contract-Holder accruing before they cease to be a party to the Contract.

F 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.

### **Death of a Sole Contract-Holder (F)**

F 2.1

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

F 2.2

The authorised persons are your personal representatives, or the permitted occupiers of the Premises aged 18 and over (if any) acting together, then the Contract does not end if under Section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

F 2.3

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

F 2.4

If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the Contract ends when the order ceases to have effect, or if later, at the time the Contract would end under F 2.1.

Sample

## Schedule 1 - Defined Terms and Interpretation

1. Throughout this Contract Agreement, the following terms have following meanings:

**"Building"**: includes the buildings, grounds, car park, driveways, footpaths and landscaped areas within which the Premises is located;

**"Common Areas"**: the external grounds, car park, driveways, footpaths and landscaped areas, and the following areas within the buildings: laundry Premises, common Premises, cycle store, halls, corridors, staircases, lifts, and landings;

**"House Rules"**: the rules described in the Residents' Handbook as listed in Schedule 4 and any revisions issued by the Landlord/Managing Agent from time to time, for the benefit of the Building;

**"Inventory"**: the Inventory provided to you at the start of the Contract;

**"Joint and several"**: when more than one person comprises the Contract-Holder, they will each be responsible for complying with your obligations under this Agreement 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;

**"Rent"**: the amounts stated on page 1.

**"Premises"**: the Premises stated on page 1, including its furnishings, fixtures and fittings, flooring, doors and internal glass but excluding the Service Installation within the Premises;

**"Premises Item"**: the items to be provided in the Premises and listed on the Inventory;

**"Service Installation"**: an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water (F+) and any data or phone services provided;

**"Shared Area"**: the kitchen/dining/lounge areas together with the corridor within the Premises including its furnishings, fixtures and fittings, carpets, doors and internal glass but excluding the Service Installation within the Shared Area;

**"Shared Items"**: the items to be provided in the Shared Area and listed under the heading "Shared Items" in the Inventory;

**"Stakeholder"**: The Deposit held by the Contract Deposit Holder held in this way. Deductions can only be made by the Contract Deposit Holder from the Deposit at the end of the Contract with the written consent of both parties;

**"Contract Deposit Holder"**: the person holding the deposit during the Contract;

**"Utilities"**: electricity, water supply, foul water disposal [and broadband internet access];

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

**"Grounds for Possession"** The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Managing Agent upon written request.

2. The terms "Landlord" and "Managing Agent" includes any person or company who may legally succeed it.
3. Any reference to a statute includes any statutory modification, extension or re-enactment, and any subordinate legislation.

## Schedule 2 - Contract Deposit

### At the Beginning of the Fixed Term

**1 If you pay a deposit under this Contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme (F).**

**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 you (and any person who has paid the deposit on your behalf) the required information (F).**

**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 your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit (F).**

**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+).**

5. You agree 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 Managing Agent within fourteen days of the Contract starting or the Deposit being taken whichever is earlier. You agree that the Lead Contract-Holder are authorised to accept service of all documents regarding the Deposit from the TDS, the Landlord and the Managing Agent on behalf of each person forming the Contract-Holder.

6. After the end of the Contract the Landlord or the Managing 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 this Agreement. If more than one such deduction is to be made by the Landlord or the Managing Agent, monies will be deducted from the Deposit in the order listed in clause 9 in Schedule 2 of this Agreement.

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

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



9. The Managing Agent, with your written consent, 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 Property and Fixtures and Fittings caused by you or any costs arising from any breach of the terms of this Agreement by you;
- any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
- any other breach by you of the terms of this Agreement;
- any unpaid council tax if applicable.

10. You 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 TDS.

## **At the End of the Contract:**

11. The Managing Agent must tell you as soon as practicable after the end of the Contract if they propose to make any deductions from the Deposit.

12. The Deposit will be returned to you by TDS within a reasonable timescale from all deductions being agreed between the Landlord and you 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.

13. The statutory rights of the Landlord and the Contract-Holder to take legal action through the County Court remain unaffected by clauses 11 and 12 above.

### **14. Joint Consent to Adjudication**

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.

15. The Deposit is safeguarded by the Tenancy Deposit Scheme (Custodial), which is administered by:

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

Telephone 0300 037 1001

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

## **Schedule 3 - Extra Services**

Refer to your broadband provider for up-to date information regarding upgrades to the service.

## **Schedule 4 - Documents**

By signing this agreement, you confirm they have been provided with the following documents prior to taking occupation of the Property:

- Gas Safety Certificate for the Property (as applicable)

- Energy Performance Certificate
- Electrical Inspection and Condition Report
- Residents' Handbook
- Privacy Policy

## **Schedule 5 - 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.*

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.
  - 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. For the purposes of the above, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) 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.
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 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).

Sample

## Schedule 6 - 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 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).

## **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.

## **Appendix A**

### **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 the written statement of terms. You are entitled to receive a copy of the written statement within 14 days of the occupation date.

If, before the introduction of the Act, you had an Assured Shorthold Tenancy 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)

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
- Details of the scheme with which your deposit will be registered including details as to how the Contract-Holder will recover your deposit on your departure
- 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 Schedule 5.

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 is unfair within the definition of Section 62 of the Consumer Rights Act 2015 then that term will not be binding.

Sample

Signed by the following parties:

**Contract-Holder 1**

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

**Guarantor**

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

**Landlord**

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

