

Dated 20

Badlow Properties VIII Limited

and

.....

Assured Tenancy Agreement

for letting a house
at

25 Westfield Court
Jersey Farm
St. Albans
Herts. AL4 9JN

From 20

Rent

£

Per Calendar Month

ASSURED TENANCY AGREEMENT

AN AGREEMENT made the ____ day of _____ 20 ____

Between **BADLOW PROPERTIES VIII LIMITED**
whose registered office is situated at:
48 FAIRCROSS WAY
ST ALBANS
HERTS. AL1 4SB

(hereinafter called "the Landlord" which expression where the context admits includes the person or persons entitled in reversion immediately expectant on the tenancy hereby created) of the one part and

.....
.....
.....

(hereinafter called "the Tenant") of the other part:

WHEREBY IT IS AGREED as follows:-

1) THE Landlord shall let and the Tenant shall take all that property situated and known as

25 Westfield Court, Jersey Farm, St. Albans, Herts AL4 9JN

including the garage in the adjacent block for the use of 25 Westfield Court which shall be used for the parking of one private motor car only.

Hereinafter called the Property

TOGETHER WITH the furniture, contents, fixtures and fittings therein including those mentioned in the Schedule attached to this Agreement from the ____ day of _____20____

AT THE MONTHLY RENT of £_____ (subject nevertheless as hereinafter provided) to be paid by equal monthly payments in advance on the _____ day of every month the first of such payments to be made on the _____ day of _____20____

2) THE Tenant agrees with the Landlord as follows:-

(1) To pay the rent on the days and in manner aforesaid.

- (2) If the Rent or any part thereof shall be unpaid for fourteen days after becoming payable (whether formally demanded or not) the Landlord reserves the right to be paid interest upon such sum as shall remain unpaid at the rate of four per centum per annum above Lloyds Bank Plc Base Rate current for the time being (but at the rate of fourteen per centum per annum if the said Base Rate has ceased to exist) on a day to day basis for the period commencing seven days after the date upon which the outstanding sum fell due to be paid and ending on the date of actual payment thereof but without prejudice to the operation of the proviso for re-entry hereinafter contained or any other right of action of the Landlord in respect of non-payment of Rent.
- (3) To pay all taxes, charges, impositions, assessments and other outgoings now or hereafter during the tenancy to become payable in respect of the Property (income tax, ground rent and water rates only excepted).
- (4) To use the Property only as and for a private dwelling.
- (5) Not to damage the Property or make any alteration therein or addition thereto.
- (6) Not to do or suffer to be done on the Property or any part thereof anything which shall be or become a nuisance or an annoyance to the Landlord or the owners or occupiers of the neighbouring or adjoining premises or which may vitiate any insurance of the Property against fire or otherwise or increase the ordinary premium for such insurance.
- (7) At least once in every month during the tenancy to clean the windows of the Property inside and out and to keep all drains free from obstruction and specifically not to pour cooking fats or oils or other waste materials of any kind into sink bath or basin wastes or toilets or external drains.
- (8) To park only a private motor car in the garage which is also let as part of the Property and not to encroach block or otherwise obstruct any other garage or access nor otherwise leave any motor vehicle parked anywhere in the vicinity of the Property so as to inconvenience other Property owners. Specifically not to sublet the garage or permit its use for the repair or refurbishment of any motor vehicle or storage of motor vehicle parts. At all times to keep the garage area clean and tidy for the benefit of all occupiers and neighbours who also have access to the garage block.
- (9) To place all domestic rubbish and waste only in the dustbin provided and ensure that the local authority refuse authorities have access to the dustbin so that it can be emptied each week. Not to leave any other refuse, packing materials, timber or any other materials in the front or rear gardens or adjacent to the side of the Property or in the parking space or against the rear fence or anywhere else on the estate.
- (10) Not hang or lean anything on or against any fence or external wall of the Property or on or against the garden shed or to occasion damage of any kind to any of them.
- (11) To keep the front and rear gardens weeded and tidy throughout the period of the tenancy and throughout the growing season to keep the lawned areas regularly mowed and tidy and if necessary watered.

- (12) Within seven days of the receipt by the Tenant of any notice order or proposal made given or issued to the Tenant by a planning authority under or by virtue of any enactment relating to town and country planning to give full particulars thereof to the Landlord and also without delay to take all reasonable or necessary steps to comply with such notice or order.
- (13) Not to assign charge underlet or part with the possession of the Property or any part thereof without the consent in writing of the Landlord first obtained.
- (14) During the last month of the tenancy to permit the Landlord to put up and maintain in a conspicuous position in the front part of the Property a notice that the same is to be let or otherwise disposed of and to allow all applicants (on presenting an order signed by the Landlord or the Landlord's agent) to enter and view the Property at all reasonable hours in the daytime.
- (15) To keep and at the expiration or sooner determination of the tenancy to deliver up the Property including the furniture, contents, fixtures and fittings mentioned in the Schedule hereto and the window glass and other fittings in and about the Property in as good and clean state and condition as the same are now in and make good and pay for the repair of or replace all such items as shall be broken, lost or destroyed during the tenancy (reasonable wear and tear and damage by fire only excepted).
- (16) To pay for all gas and electric light and power which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges made for the use of the telephone (if any) on the Property during the tenancy and a proper proportion of the amount of the rental or other recurring charges to be assessed according to the duration of the tenancy.
- (17) To Preserve the Fixtures, Furniture and Effects from being destroyed or damaged and not remove any of them from the Property.
- (18) To Leave the Furniture and Effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- (19) To Permit the Landlord or the Landlord's agents at reasonable hours in the daytime to enter the Property to view the state and condition thereof or to make repairs or adjustments to the contents, fixtures, fittings or equipment.
- (20) Not to carry out on the Property any profession trade or business or receive paying guests on the Property or place or exhibit any notice board or notice on the Property or to use the Property for any other purpose than that of a strictly private residence.
- (21) That no animal bird or reptile shall be kept or permitted to be upon the Property or any part thereof at any time.
- (22) To occupy the Property as his or her only or principal home.

- 3) Upon the signing hereof the tenant shall pay to the Landlord as a Deposit throughout the Term the sum of £ _____ as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and the payment holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether express or implied.

If recourse shall be had to the Deposit during the Term the Tenant shall forthwith on demand by way of additional rent pay to the Landlord such amount as shall be required to restore the amount of the Deposit to the sum hereinbefore specified.

As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain such part of the Deposit as it shall be deemed necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with its obligations hereunder and shall account to the Tenant for any balance of such sum. If the Deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall be required for such purposes.

- 4) IT is expressly agreed that the tenant may give one calendar months' notice, in writing, to the Landlord at any time with respect to the tenants' intention to vacate the Property and so terminate this tenancy. The tenancy will then be terminated at the end of such notice period and the tenant will vacate the Property returning all keys to the Landlord.
- 5) PROVIDED that if the rent or any part thereof shall be in arrear for at least twenty-one days after the same shall have become due (whether legally demanded or not) or if the Tenant shall fail to observe or perform all or any of the agreements on the part of the Tenant herein contained the Landlord may re-enter upon the whole or any part of the Property in the name of the whole and thereupon the tenancy shall absolutely determine but without prejudice to any claims (whether for any arrears of rent or otherwise) which may be due from or enforceable against the Tenant in respect of the Property.
- 6) ON the first anniversary of the date hereof the Rent shall be adjusted in the same proportion as the increase in the Retail Price Index or in the Average Earnings Index whichever increase is the greater ("the Relevant Index").

The increase in the Relevant Index shall be calculated by reference to the figure for the Relevant Index last published before the date hereof (it being agreed that such figure for the Retail Price Index is _____ and for the Average Earnings Index is _____) and to the figure for the Relevant Index last published before the first anniversary of the date hereof.

"The Retail Price Index" means the monthly index of retail prices maintained by the Department of Employment (or any government department upon which duties in connection with such index have devolved).

"The Average Earnings Index" means the monthly index of seasonally adjusted average earnings of all employees maintained by the Department of Employment (or any government department upon which duties in connection with such index have devolved).

In the event that both of those indexes decrease over the first year or any subsequent year of the period of the tenancy then the rent will not be decreased in proportion to the decrease in either index.

If the reference base used to compile the Relevant Index shall change after today's date the figure taken to be shown in the index after the change shall be the figure which would have been shown in the index if the reference base current at today's date had been retained.

On the second and subsequent anniversaries (if applicable) of the commencement of this tenancy, the monthly rent shall again be increased. Such an increase shall be similarly determined based on the Relevant Index figure last published, prior to the second or subsequent anniversary dates as appropriate, divided by the Relevant Index figure used for the basis of the prior year's rent increase under this clause. The rent shall increase by 20% or the proportional change in the Relevant Index whichever is the greater.

If it becomes impossible by reason of any change after today's date in the methods used to compile the Relevant Index or for any other reason whatever to calculate the rent by reference to the Relevant Index or if any dispute or question whatever shall arise between the parties with respect to the amount of the rent or the construction or effect of this clause, the determination of the rent or other matter in difference shall be determined by an Arbitrator to be appointed either by the agreement between the parties or in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors (or his duly appointed deputy or any person authorised by him to make appointments on his behalf) on the application by the parties which Arbitrator shall act as an expert and will have full power to determine as he shall deem apposite what would have been the increase in the Relevant Index had it continued on the basis and in view of the information assumed to be available for the calculation of the rent or (if that determination shall also be impossible) shall determine the rent on such date or dates having regard to the purposes and intention of the provision of this agreement.

- 7) THE Landlord hereby agrees to keep the Building (but excluding any tenant's fixtures) insured against fire aircraft storm explosion and bursting and overflowing of water pipes and apparatus and such other perils as the Landlord may from time to time reasonably insure against such insurance to be effected with a substantial and reputable insurance office for the full reinstatement value (including the cost of demolition and all necessary professional fees in connection with reinstatement).
- 8) THE Landlord agrees with the Tenant that the Tenant paying the rent and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any lawful interruption from or by the Landlord or any person claiming through or under or in trust for such party.
- 9) THE Tenant hereby agrees that the Landlord shall not be liable for:
 - a) any loss damage injury or liability sustained by the Tenant his family servants visitors or licensees by reason of any defect or want of repair in the Property whether the same be patent or latent nor in respect of any defect in any future pipe wire staircase or thing in or upon the Property or any part thereof
 - b) any interruption of any of services hereinbefore mentioned by reason of the maintenance repair renewal or rebuilding of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the control of the Landlord or by reason of mechanical or other breakdown or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or

c) any act omission or negligence of any agent or servant of the Landlord in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

10) THIS AGREEMENT shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985, if applicable to the tenancy hereby created.

AS WITNESS the hands of the parties hereto the day and year first above written.

Signed by the above named tenant

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Signed for and on behalf of
Badlow Properties VIII Limited

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