

A N A G R E E M E N T made the _____ day of _____
two thousand and eighteen **B E T W E E N** **BELLAREX INVEST LIMITED** of
ORCHARD HOUSE, BURY ROAD, LAWSHALL, BURY ST EDMUNDS, SUFFOLK
IP29 4PL hereinafter called the Landlords which expression shall where the context requires
or admits include the person or persons for the time being entitled to receive and enforce
payment of the rent hereby reserved of the one part and **JO ROWLEY** of
52 MATHAMS DRIVE, THORLEY, BISHOPS STORTFORD CM23 4EN hereinafter
called the Tenant which expression shall where the context requires or admits include her
Executors or Administrators of the second part and **TONY LEGG** of
124 ARGYLE GARDENS, UPMINSTER, ESSEX RM14 3EU hereinafter called the
Surety of the third part

1. WHEREBY the Landlords agree to let and the Tenant agrees to rent all that premises
with the appurtenances belonging thereto known as **FLAT 7, KEY PLACE,**
BRANFILL ROAD, UPMINSTER, ESSEX RM14 2SX together with the furniture
fixtures and effects therein (as the same are more particularly described in the
Inventory dated **TBA**) for a term of twelve months commencing on the **DATE TBA**
two thousand and eighteen and terminating on the **DATE TBA** two thousand and
nineteen at a rent of £15,600 (fifteen thousand, six hundred pounds) for the term to be
payable without any deduction whatsoever in twelve equal instalments of £1,300 (one
thousand three hundred pounds) the first of such instalments to be paid on the signing
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hereof for the period **DATE TBA** to **DATE TBA** two thousand and eighteen and the subsequent instalments to be made on the **DATE TBA** day of each and every month commencing on the **DATE TBA** day of **MONTH TBA** next ensuing.

2. THE Tenant hereby agrees with the Landlords as follows :

- (i) To pay the said rent on the days and in the manner aforesaid
 - (ii) To preserve the said furniture fixtures and effects from destruction or damage and to make good repair and restore or (at the option of the Landlords) pay for all such articles of the same as shall be broken lost or damaged or destroyed by the Tenant or her family servants or others during the said term (reasonable use and wear and damage by accidental fire excepted)
 - (iii) Not to make any alteration in or addition to the premises nor to damage or injure the same
 - (iv) Not to do or suffer to be done on the premises anything which may be or become a nuisance or annoyance to the Landlords or to the occupiers of the adjoining premises or may vitiate any insurance on the premises against fire or otherwise to increase the ordinary premium thereon
 - (v) Not to remove any of the said furniture fixtures and effects from the premises and to leave the same at the termination of the tenancy in the several rooms and places described in the said Inventory or as found at the commencement of the said term
 - (vi) Not to assign underlet or part with possession of the premises or any part thereof or of the said furniture fixtures or effects or any part thereof
 - (vii) Not to carry on any profession trade or business on the premises or let apartments or receive paying guests on the premises or place or exhibit any
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notice board or notice whatsoever on any portion of the premises or use the premises or any part thereof for any other purpose than that of a private residence for the occupation of the Tenants

- (viii) Not to keep any domestic animals or pets on the premises without the prior written consent of the Landlords
 - (ix) To permit the Landlords or their Agents at all reasonable times in the day to enter upon the premises to view the state of condition thereof and of the said furniture fixtures and effects and to carry out any repairs
 - (x) To yield up the premises on the expiration or sooner determination of the tenancy together (subject as aforesaid) with all the said furniture fixtures and effects in the same clean state and condition as they shall be in at the commencement of the tenancy
 - (xi) To pay for the washing of all linen and to pay for the washing and cleaning of all carpets and curtains which shall have been unreasonably soiled during the tenancy.
 - (xii) To pay all charges including fixed charges for all gas and electricity which shall be consumed or supplied on or to the premises and for all telephone charges
 - (xiii) For four weeks prior to the termination of the tenancy and during such period to permit persons duly authorised to view the premises at reasonable hours in the day time
 - (xiv) To pay to the respective authorities all Council Tax and Water Rates applicable to the demised premises during the term
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- (xv) To deposit the sum of £1,300 (one thousand three hundred pounds) as security for the performance by the Tenant of all covenants and stipulations contained herein such sum to be held in accordance with the Second Schedule annexed hereto and to be repaid to the Tenant on the termination of the Agreement in accordance with the provisions of the Second Schedule.
 - (xvi) To keep the garden areas (if any) in good and seasonal order at all times and to leave the gardens in good cultivation on the termination of the tenancy and not to remove any existing trees or shrubs at any time.
 - (xvii) To observe the stipulations contained in the first schedule (if any) attached hereto
3. (i) THE LANDLORDS shall be entitled to seek possession of the premises in any of the following circumstances :-
- (a) Arrears of rent.
 - (b) Breach of any of the Tenant's covenants contained within this Agreement.
- (ii) THE LANDLORDS shall also be entitled to seek and recover damages where applicable in respect of any breach of covenant on the part of the Tenant
4. THE LANDLORDS HEREBY AGREE with the Tenant:
- (i) That in case the said premises shall at any time be destroyed or damaged by fire or other insured risk (unless such damage shall be caused by or through the wilful act or neglect of the Tenant) so as to render the same wholly or partially unfit for occupation and use the rent hereby reserved or a fair proportion thereof according to the nature and extent of such damage shall be
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suspended until the said premises shall again be rendered fit for occupation and use

- (ii) The Landlords also hereby agree with the Tenant that the Tenant paying rent and performing all the covenants by the Tenant herein contained may quietly possess and enjoy the premises during the tenancy without any interruption from the Landlords (here meaning only the said Parties hereto personally and not any other reversioner or reversioners) or any other person claiming under or in trust for them

5. IT IS HEREBY AGREED as follows :

- (i) This agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 and the provisions for the recovery of possession by the Landlord in Section 21 thereof apply accordingly
- (ii) This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy

6. THE SURETY in consideration of the demise hereinbefore contained having been made at her request covenants with the Landlords that the Tenant will pay the rent hereby reserved on the days and in the manner aforesaid and will perform and observe all the Tenant's covenants hereinbefore contained, and that in case of default in such payments of rent or in the performance or observance of such covenants as aforesaid, the Surety will pay and make good to the Landlords on demand all losses, damages costs and expenses thereby arising or incurred by the Landlords provided always and it is hereby agreed that any neglect or forbearance by the Landlords in endeavouring to obtain payment to enforce performance of the several stipulations herein on the
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Tenant's part contained at any time which may be given to the Tenant by the Landlords shall not release or exonerate in any way affect the liability of the Surety under this covenant.

THE FIRST SCHEDULE

1. Not at any time to use or occupy or permit the Demised Premises to be used and occupied except as a private residential apartment for a reasonable number of persons
 2. Not to keep or deposit in the Demised Premises used by the Lessee any type of paraffin heater or anything which may cause the premium for insurance of the Development to be increased and not to do or permit to be done anything which might defeat the right of the Lessor to receive from the office in which the Development may be insured the full benefit of any insurance policy on the Development
 3. Not to interfere with or alter the external decorations or painting or appearance of the Demised Premises
 4. Not to throw rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Development
 5. No music centre tape deck piano gramophone wireless television video recorder loudspeaker or mechanical or other musical instrument nor any equipment nor machinery of any kind shall be played or used nor shall any singing be practiced in the Demised Premises nor any other noise emitted so as to cause annoyance to the owners lessees and occupiers of the other dwellings comprised within the Development or so as to be audible outside the Demised Premises between the hours of 11.00pm and 8.00am on weekdays or between the hours of 11.30pm and 8.30am on Saturdays Sundays and recognised Bank Holidays
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6. Not to erect or permit or suffer to be erected on or in any window in the exterior of the Demised Premises any name writing drawing sign-board for sale board plate or placard of any kind so as to be visible from outside the Demised Premises
 7. No clothes washing bedding or other articles shall be hung or exposed outside the Demised Premises so as to be visible to the Development from windows
 8. No dust refuse or rubbish shall be thrown out of any window of the Demised Premises nor shall any mat be shaken or beaten out of the windows thereof and nothing shall be deposited in the foyer entrance halls passages corridors or other communal parts of the Development
 9. No dogs cats or other pets shall be kept in the Demised Premises nor brought onto the Development without the consent of the Lessor which may be given withheld or withdrawn in its absolute discretion and no pet shall be allowed out of the Demised Premises unless properly leashed and no pet shall be allowed to foul on the Development
 10. No animal bird or reptile which may cause annoyance to any resident in the Development nor any dangerous animal shall be kept in the Demised Premises or be brought onto the Development
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11. No external radio wireless or television aerial satellite dish or other apparatus shall be erected upon or within the Demised Premises in connection with any receiving or transmitting set for radio wireless telegraphy telephone or television except such as may be erected or installed with the consent of the Lessor And no apparatus whatsoever shall be connected or attached to any radio or television system installed or provided in the Development or used within the Demised Premises which may or be calculated to cause interference with the reception of any radio or television appliance
 12. No dust rubbish or other refuse shall be removed from the Demised Premises except in a suitable receptacle
 13. No sunblind window box flower pot or pram or other articles or thing shall be placed or affixed outside any window or other part of the Demised Premises except with the written consent of the Lessor (whose decision shall be in its absolute discretion) and in any event no such thing shall be in a position as it may be likely to fall and thereby endanger persons or damage property
 14. No adult child or children shall be allowed to pay or be permitted to ride or to keep or to leave any pram bicycle tricycle scooter roller skates skateboard or similar vehicle or apparatus in the entrance halls stairways or passages forming part of the Development
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15. Not to obstruct the footpaths and paths on the Site or the foyer passages hallways staircases or landings in the Development
 16. Not to permit or suffer any lift in the building to be used for the carrying of any greater number of persons or a greater weight than the number or weight limit specified therefore by any notice affixed therein
 17. At all times when not in use to keep shut the entrance door to the Demised Premises and between the hours of 11.00pm and 8.00am to ensure that no unnecessary noise is made in any part of the Demised Premises and in particular between such hours to ensure that the main entrance door to the Demised Premises is closed as quietly as possible and that no unreasonable disturbance or unreasonable annoyance is caused to other apartment owners or any other tenant or occupier of any other apartment in the Development
 18. Not at any time without the previous consent of the Lessor to employ in any capacity whatever in or about the Demised Premises any past or present servant of the Lessor or the Lessor's Managing Agent
 19. To submit any dispute difference or complaint that may arise between the Lessee and any lessee or occupier of any other apartment in the Development in respect of the use and occupation of the Demised Premises or any other part of the Apartments to the Lessor's Managing Agent before taking any further or other steps or proceedings in relation thereto
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20. Not to use or permit the Demised Premises to be used for any illegal or immoral purpose or for any purpose which shall be or tend to be a nuisance (whether or not amounting to a legal nuisance) damage annoyance or inconvenience to the Lessor or the owners or occupiers of the Apartments or which tends to diminish or lessen the value of the Development
 21. No motor vehicle of any description shall be repaired whilst parked in the Development save in an emergency
 22. Unless the written consent of the Lessor to the contrary has previously been obtained (and its decision shall be in its absolute discretion) no bicycle motor cycle boat trailer caravan mobile home lorry minibus dormobile van commercial vehicle container or form of transport of any description nor unroadworthy private motor vehicle (other than as described in the next regulation) shall be parked or left in the Parking Space or in any roadway forecourt or other part of the Development or anywhere on the Site
 23. No private roadworthy untaxed motor vehicle of any description shall be parked permanently or for any prolonged period in any roadway forecourt or other area within the Development other than in the Parking Space
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24. Unless the written consent of the Lessor to the contrary has previously been obtained (and its decision shall be in its absolute discretion) no private roadworthy motor vehicle of any description shall be temporarily parked in any roadway forecourt or other area within the Development

 25. At all times to keep the windows of the Demised Premises suitably curtained and covered and keep covered all the floors with good sound-deadening underfelt so as to prevent disturbance or annoyance to the owners lessees and occupiers of the other Dwellings
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SECOND SCHEDULE

The Tenancy Deposit

1. The deposit referred to in Clause 2(xv) is paid by the Tenants to the Landlords' Agent.
 2. The deposit is held by the Agent as stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
 3. No interest will be earned on the deposit by any party.
 4. The deposit has been taken for the following purposes :
 - (a) Any damage or compensation for damage, to the premises its fixtures and fittings or for missing items for which the Tenants may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlords.
 - (b) The reasonable costs incurred in compensating the Landlords for, or for rectifying or remedying any major breach by the Tenants of the Tenants' obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
 - (c) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenants are liable.
 - (d) Any rent or other money due or payable by the Tenants under the tenancy agreement of which the Tenants have been made aware and which remains unpaid after the end of the tenancy.
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Protection of the Deposit

The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme
P.O.Box 1255
Hemel Hempstead
Herts HP1 9GN

Telephone : 0300 037 1000

Web : www.tenancydepositscheme.com

Email deposits@tenancydepositscheme.com

Fax : 01442 253193

At the end of the tenancy

- (a) The Member/Agent must tell the Tenants within 10 working days of the end of the tenancy if they propose to make any deductions from the deposit.
 - (b) If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlords and the Tenants agreeing the allocation of the deposit.
 - (c) The Tenants should try to inform the Member/Agent in writing if the Tenants intend to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenants vacating the property. The Independent Case Examiner (“ICE”) may regard failure to comply with the time limit as a
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breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

- (d) If, after 10 working days following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlords and the Tenants over the allocation of the deposit the dispute will (subject to (e) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (e) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (a), (b), (c), (d), above.
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