

COMPANY LETTING AGREEMENT

for letting residential dwellinghouse

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation to a company.
 2. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
 3. This is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
 4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating or heating water.
 5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if sent by registered or recorded delivery post (if the letter is not returned undelivered) to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
 6. This agreement has been drawn up after consideration of the Office of Fair Trading's Guidance on Unfair terms in Tenancy Agreements.
-

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant (otherwise known as the Company). It is intended that the tenancy created by this Agreement shall be a company letting. Accordingly, this tenancy is not an assured tenancy within the meaning of the Housing Act 1988.

Landlord(s) [LANDLORD NAME]
Landlord's Agent Centrick Property
York House
38 Great Charles Street
Birmingham
B3 3JY

Note: Under s.48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) [COMPANY NAME]
Property The dwellinghouse known as [PROPERTY ADDRESS]
Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory
Term For the term of [TERM] months commencing on [TENANCY START DATE]
Rent £ [RENT AMOUNT] Monthly
Payment in advance by equal monthly payments on the [DAY] of each month
Deposit A deposit of £ [DEPOSIT AMOUNT] is payable on signing this Agreement

Note: The statutory deposit scheme set out under the provisions of the Housing Act 2004 does not apply to this tenancy.

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above
2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way, and at any time against payment of the Rent and that no interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation

The Tenant agrees with the Landlord:

- (3.1) (a) To ensure that throughout the Term the Property is occupied by an Approved Employee [and his family]
(b) This sub-clause does not require that the same approved Employee should occupy the Property throughout the Term
(c) An Approved Employee means a respectable and responsible employee [and his family] of the Company or a group of employees of the Company. Such employee or employees to have been previously approved in writing by the Landlord
- (3.2) That the Approved Employee(s) occupies the Property as licensee(s). It is not the intention of this Agreement that a tenancy should be created in the name of the Approved Employee or any other persons that may reside at that address

4. Rent, charges and utilities

- (4.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. If the Rent is paid by an individual or any entity other than the Company, it is agreed that he is acting as an agent for the Tenant
- (4.2) To pay promptly to the authorities to whom they are due, council tax and outgoings (including water and sewerage charges, gas, electric, light and telephone (if any) relating to the Property), where they are incurred during the period of the agreement, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of gas, electricity, water and telephone if the same is disconnected. The Tenant agrees to notify the Landlord prior to changing supplier for any of the utility services stated above
- (4.3) That in the case of a breach of the terms of the tenancy by the Tenant, a reasonable administration charge may be made in addition to the costs of any remedial work, in order to compensate the Landlord or Agent his reasonable expenses
- (4.4) Disclosure of Tenant's details to Spark Energy
(4.4.1) At the start of the lease gas and electricity will be provided, or will be in the process of being provided by Spark Energy Supply Limited ("Spark Energy"). However this will not prevent the Tenant from changing to a different energy provider if desired.

Tenant Initials _____

Landlord/agent Initials _____

Guarantor Initials _____

(4.4.2) The Tenant agrees that the letting agent may pass the Tenant's name and contact details to Spark Energy for the purposes of:

- a. registering the gas and electricity meters at the property in the Tenant's name with Spark Energy, providing gas and electricity to the Tenant and administering the Tenant's account with Spark Energy;
- b. registering the Tenant with the relevant local authority for the payment of council tax; and
- c. registering the Tenant with the incumbent water supplier to the property. The water supplier may contact the Tenant in order to provide further information about its services and products and conclude an agreement with the Tenant for those services and products.

(4.4.3) Spark Energy will use the Tenant's details only for the purposes set out above and not in any other way. Spark Energy will comply with its obligations as a data controller in the Data Protection Act 1998 and will handle Tenant's data in the manner set out in Spark Energy's standard terms and conditions and/or privacy notice. If the Tenant has any questions regarding details or use of the Tenant's data held by Spark Energy, the Tenant may contact Spark Energy at Ettrick Riverside, Dunsdale Road, Selkirk TD7 5EB or customerservice@sparkenergy.co.uk or 0345 034 7474

5. Use of the Property

- (5.1) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property except that during the fixed term of the tenancy the Tenant may assign or sublet with the Landlord's express consent which will not be unreasonably withheld. Such consent, as a variation of the tenancy agreement to be agreed in writing.
- (5.2) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (5.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (5.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises
- (5.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent, Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (5.6) Not to use the Property for any illegal or immoral purposes
- (5.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the restrictions in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

6. Repairs

- (6.1) Not to damage the Property and Contents or make any alteration or addition to the Property without the written permission of the Landlord not to be unreasonably refused
- (6.2) To keep the interior of the Property and the Contents in good and clean condition and repair at least as good a condition as they were at the commencement of the tenancy, with fair wear and tear excepted and to keep the Property reasonably aired and warmed
- (6.3) To pay the reasonable costs reasonably incurred by the Landlord or his Agent in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property
- (6.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice, (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair. The Tenant shall permit the Property to be viewed on reasonable notice (of at least 24 hours) at all reasonable times during the final weeks of the tenancy
- (6.5) To keep the gardens (if any) driveways, pathways, lawns, hedges and rockeries as neat, tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants
- (6.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the occupier, a member of the occupier's family or their guests
- (6.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld, and the cost of providing a set of keys for the Landlord or his agent to be met by the Tenant
- (6.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage
- (6.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (6.10) To take all reasonable precautions to prevent damage by frost
- (6.11) In order to comply with the Gas Safety Regulations, it is necessary:
 - (a) that the ventilators provided for this purpose in the Property should not be blocked
 - (b) that brown or sooty build up on any gas appliance should be reported immediately to the Landlord or Agent

Tenant Initials _____

Landlord/agent Initials _____

Guarantor Initials _____

- (6.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (6.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (6.14) That the Tenant shall be responsible for testing all smoke detectors (if any) fitted in the Property on a regular basis and replace the batteries as necessary
- (6.15) To take reasonable and prudent steps to adequately heat & ventilate the property in order to help prevent condensation. Where such consideration may occur, to take care to promptly wipe down & clean surfaces as required from time to time to stop the build up of mould growth or damage to the property, and/or its fixtures & fittings.

7. Other Tenant responsibilities

- (7.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (7.2) To pay the Landlord fully for any reasonable costs or damage suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement
- (7.3) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in daytime to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice
- (7.4) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it
- (7.5) To properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the rent is paid, to notify the Landlord or his agent, and to allow him access to the property in order to secure it where necessary
- (7.6) Under the terms of the Tenant Agreement, the Landlord is only responsible for insuring the building. The landlord of the property hereby agrees to enter into a tenancy agreement with the tenant/s named herein, upon the condition that there is also a requirement within that Agreement for the tenant to arrange adequate liability insurance for the period of the tenancy for an amount that the landlord or his agent deem to be sufficient but to a minimum level of £2500.00 to protect the landlords fixtures and fittings against accidental damage caused by the tenant(s) and their visitors.

The ingoing inventory will be used as a mechanism in which to compare and assess any damage at the end of tenancy. The tenant agrees and accepts that the insurance held by the Landlord does not cover the tenant's belongings, and tenants are therefore responsible for taking out contents insurance to protect their own contents and valuables if they so require this insurance cover.

8. End of tenancy

- (8.1) The tenant agrees to confirm in writing to the landlord or agent no later than 2 months prior to the end of their tenancy of their intentions to vacate the property. If notice is not received then the landlord or agent give reasonable agreement to allow the tenancy to continue on a periodic basis (subject to 2 months' written notice from the tenant or 2 months notice from the landlord)
- (8.2) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy
- (8.3) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (8.4) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Agent in securing the Property against re-entry where keys are not returned

9. The Landlord agrees with the Tenant that:

- (9.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent, however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the rent due or be in breach of the Tenancy Agreement
- (9.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination.

10. Subject to the condition that the Landlord must obtain a court order for possession of the Property before re-entering the premises; if the Tenant does not:

- pay the rent (or any part of it) within 14 days of the date on which it is due; or
- comply with the obligations set out in the agreement,

then the Landlord may re-enter the Property and end the tenancy.

Tenant Initials _____

Landlord/agent Initials _____

Guarantor Initials _____

This right must be exercised in the correct way through the Courts and only the Court can order the Tenant to give up possession of the Property

- 11. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)
 - (11.1) The landlord will maintain or repair any electrical appliances which are listed in the inventory, except where the damage or need for repair is as a result of the tenant or tenant's guests or visitors misuse or deliberate damage. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the appliance and the locality in which it is situated. The landlord will not repair or maintain fixtures, fittings and appliances belonging to the tenant.
- 12. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:
 - "The Landlord" includes the persons who during the period of the tenancy have a legal interest in the property
 - "The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations
- 13. Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant. Such notice(s) shall be sufficiently served if served at the last known address of the tenant in accordance with section 196 of the Law of Property Act 1925 (see note 5)
- 14. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (attach a separate sheet if necessary)

Special conditions:

(14.1) A charge £110.00 (one hundred and ten pounds) inclusive of vat (may be subject to future amendments) will be levied to the Tenant and the charge will fall due at the end of this fixed term. To continue your Tenancy beyond this fixed term for a further fixed term (subject to landlord approval).

A charge £150.00 (one hundred and fifty pounds) inclusive of vat (may be subject to future amendments) will be levied to the Tenant and the charge will fall due at the end of this fixed term. To continue your Tenancy beyond this fixed term on a periodic basis (subject to landlord approval).

(14.2) Notwithstanding clause 8.2, the tenant agrees to pay for a professional clean to be carried out by the Landlord's contractor once the property has been vacated. Should a Tenant reside in the property for over 12 months the Tenant agrees to either pay for the landlord's contractor to carry out a professional carpet and upholstery clean at the end of the tenancy as per the pricelist issued, or provide a contractor's invoice showing work carried out no more than 14 days prior to vacation. Carpet or upholstery cleaning requirements for shorter tenancies will be assessed during the check out inspection.

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

.....
Date.....

In the presence of :-

Name
Address
.....
Occupation
Witness Signature

SIGNED by the TENANT(S) :-

.....
.....
Position in company.....
.....
Date.....

In the presence of :-

Name
Address
.....
Occupation
Witness Signature