

Property: Apartment 1
Tenant: 1st Applicant & 2nd Applicant
Landlord: Mr & Mrs Landlord

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.

Date: **23 February 2010**
Landlord(s): **Mr & Mrs Landlord**
Landlord's Agent: **Accent Property Management Ltd**
2 Hills Road
Cambridge
CB2 1JP

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

Tenant(s): **1st Applicant, 2nd Applicant, 3rd Applicant & 4th Applicant**
Property: **The dwellinghouse known as:**
Apartment 1 The Apartment Building Cambridge Street Cambridge Cambs CB1 1CB
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 twelve months**
Start / end
dates of Tenancy From and including **01 September 2009** until and including **31 August 2010**
commencing on **01 September 2009**
Rent: **£ 1000.00 Monthly**
Payment: **in advance by equal payments Monthly on the 1st of each month**
Deposit **A deposit of £ 1500.00 is payable on signing this Agreement to be held by the Agent as Agent for the Landlord**

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 or at any time against payment of the Rent and that no interest shall be payable on this Deposit. Any interest accrued on the Deposit will be retained by the Agent. 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 Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise the "Tenant"

3. 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 and charges

- (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), 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 (i.e. gas, electricity, water etc.)
- (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) That an administration fee of £25 + VAT will be charged on the day your rent is 14 days late and every 7 days thereafter where the rent remains unpaid
- (4.5) That an administration fee of £25 + VAT will be charged per transaction for dishonoured cheques or standing order mandates drawn by the Tenant for all Rent and other payments due to the Landlord or Agent.
- (4.6) To pay interest at the rate of 10% per annum on any rent arrears of more than fourteen days calculated from the rent due date until the date upon which it is actually paid in full.
- (4.7) That an administration fee of £15 + VAT will be charged each time the rent is underpaid
- (4.8) That an administration fee of £15 + VAT will be charged each time the Agent receives monies sent by the Tenant in error
- (4.9) To pay an inventory checkout fee of £30 + VAT per unfurnished property and £45 + VAT per furnished property
- (4.10) To pay an administration fee of £50 + VAT to amend the start date of this agreement once drawn up and issued to the Tenant
- (4.11) To pay a charge of £15 +VAT per hour at the end of the tenancy for time spent by the Inventory Clerk returning any items to their original location. A minimum charge of one hour will always apply
- (4.12) To pay a charge of £30 + VAT for each and every aborted or missed inspection or appointment or inventory check out appointment either during or at the end of your tenancy when prior 24 hours notice has not been received by the Agent

5. Use of the Property

- (5.1) (a) Not to assign, or sublet, part with possession of the Property, or let any other person live at the Property
(b) The occupation of the Property by the Approved Employee in accordance with subclause 3.1 is not a breach of this sub-clause
- (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
- (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 the Landlord or to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises or which may void any insurance of the Property or cause the premiums to increase
- (5.5) Not to keep any 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) Not to permit or allow the commission upon the Property of any act which would lead to the prosecution of the Landlord nor to bring keep nor permit the keeping of any unlawful drugs or prohibited substances upon the property
- (5.8) 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
- (5.9) To approve the Inventory and advise the Landlord or Agent accordingly at the time of the move-in, or the Inventory is otherwise deemed to have been accepted as a true and accurate record of the condition of the Property and Contents
- (5.10) That where the Rent is accepted from a party other than the Tenant, it shall be deemed to be accepted for and on behalf of the Tenant
- (5.11) Not to do anything whereby the policy of insurance on the Premises or the Fixtures and Fittings may become void or voidable or whereby the rate of premium on any such policy may be increased. To repay to the Landlord all sums from time to time paid by way of increased premium and all expenses incurred by the Landlord in connection with any renewal of such policy rendered necessary by a breach of this provision. The Tenant's belongings within the Premises and those of any Occupier or other third party shall not be covered by any insurance policy maintained by the Landlord. To insure each individual Tenants own contents with a suitable insurance policy designed for rental properties and to have accidental cover for Landlords fixtures and fittings and provide a copy of the policy to the Agent before the commencement of the tenancy.
- (5.12) Not to introduce any water-bed into the Property without the Landlord's prior written consent
- (5.13) To maintain and be responsible for the repair and maintenance of the television aerials, satellite dish and similar signal reception devices (if any) in the Property. The Landlord shall not accept any responsibility for unsatisfactory radio or television reception
- (5.14) Not to affix any satellite receivers television or radio aerials to the Property without the prior written consent of the Landlord and to pay an additional sum of £75.00 to be added to the Deposit if consent is granted
- (5.15) Without prejudice to the generality of the foregoing not to sing nor to use or play radios, CD players, record or cassette players or musical instruments so as to cause annoyance to nearby residents or occupiers or so as to be audible at all outside the property between the hours of 11.30pm and 9.00am the following morning
- (5.16) To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Property approved by the Landlord
- (5.17) Not to deposit or allow to accumulate any rubbish in the Property or in the garden
- (5.18) To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority such receptacle to be kept only in a place on the Property approved by the Landlord
- (5.19) To fully comply with all fire precautions or fire regulations made by the Landlord or the appropriate fire authority and all recommendations made by the insurers of the property
- (5.20) Not to obstruct the common passageways and staircases in the hallway of the Building (where applicable) nor to place nor keep anything therein without the prior consent of the Landlord

6. Repairs

- (6.1) Not to pull down alter add to or any way interfere with the construction decoration or layout of the Property or the fixtures or fittings of the Property or the Contents therein (if any) belonging to the Landlord for which the Landlord is responsible nor to deface the Property or permit or suffer it to be defaced internally or externally not to change the decoration of the interior of the Property without the prior written consent of the Landlord or his Agents or alter injure or affix anything to the walls or

- damage the floors ceilings wiring pipes or drains of the Property
- (6.2) To keep the interior of the Property and the Contents in good and clean condition and complete repair (reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
 - (6.3) To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord, replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property
 - (6.4) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or their guests
 - (6.5) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants. If property is leasehold all communal garden areas are to be maintained by the Managing Agents
 - (6.6) Not to lop, top, cut down, remove or otherwise injure any trees shrubs or plants growing upon the Property (with the exception of normal pruning) or to alter the general character of the garden during the tenancy.
 - (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 up to five sets 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 to the Property or which may give rise to a claim under the insurance of the Property. Any disrepair, damage or defect worsened by the tenants failure to notify the Landlords Agent promptly may result in the tenant being charged
 - (6.9) Not to glue stick or otherwise fix anything whatsoever including blue-tac to the exterior or interior of the Property without the Landlord's written consent
 - (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
 - (6.12) Not to cause any blockage to the drains, pipes, sinks or baths and the chimneys swept as often as necessary. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Premises. Any blockages removed and reported to be the direct result of tenant misuse will be charged to the tenant
 - (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 visually inspect all electrical appliances and contact the Landlord or Agent should any repair become necessary
 - (6.16) To keep all electrical and other working appliances (except gas appliances) in good working order and at least up to the standard pertaining when the Tenant took possession
 - (6.17) At all times (if the Property has oil-fired central heating) to keep the oil-tank replenished with the appropriate heating oil and prevent it from running out
 - (6.18) To keep all electric lights in good working order and in particular to replace all fuses, bulbs, fluorescent tubes as and when necessary. Also any replaceable or disposable filters, vacuum bags etc. to be replaced, at the end of the tenancy
 - (6.19) To clean all windows on a regular basis and at the expiration of the tenancy
 - (6.20) That the Tenant will be liable for any reasonable charge or other cost incurred as a result of missed

appointments where a prior arrangement has been made for tradesmen to visit, inspect or work at the Property

7. Other Tenant responsibilities

- (7.1) In the event that the Tenant shall unlawfully repudiate or attempt to unilaterally terminate this Agreement prior to the expiry of the Term then without prejudice to all claims by the Landlord against the Tenant at common law or otherwise to pay to the Landlord the full cost of re-letting the Property including advertising costs Agent fees disbursement and VAT and all loss of rent or other monies incurred by the Landlord as a result of same
- (7.2) 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
- (7.3) To pay and compensate 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
- (7.4) Not to deposit any store of coal in any part of the Property other than the receptacle provided for the purpose, nor to keep any combustible or offensive goods, provisions, or materials at the Property.
- (7.5) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (unless in the case of an emergency) enter the Property for the purpose of viewing, 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
- (7.6) Not to leave the Property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the Property unattended
- (7.7) 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
- (7.8) To pay the cost of maintaining a valid television licence at the Property throughout the tenancy where there is a television set in the Property
- (7.9) In the event of any infectious or contagious disease happening during the tenancy, to carry out at his own expense any requirements for disinfecting the rooms which may be directed by the Medical Officer of Health or such other competent officer and to pay for any necessary decoration and to replace any articles which may be necessary in consequence of such disinfecting
- (7.10) not to smoke or permit any smoking at the Property whatsoever including all balconies, terraces, gardens, patios and communal areas

8. End of tenancy

- (8.1) To return the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy
- (8.2) To pay for any Professional cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or dry-cleaning of all curtains and blinds and the professional steam cleaning of all carpets. Where excessive soiling is not noted on tenancies of 12 months or less, an apportioned charge will be deducted from the deposit to cover future cleaning of all curtains & blinds
- (8.3) To leave the Contents at the end of the tenancy in the same rooms and locations in which they were positioned at the commencement of the tenancy. A charge of £15 +VAT per hour will be made for time spent by the Inventory Clerk returning any items.
- (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
- (8.5) At the end of the tenancy, should there be any work required at the property to restore it to the same condition as detailed in the original Schedule of Condition, tenants will be charged an hourly rate for

the property manager's time. This rate will be charged at £25.00 +VAT per hour, in addition to the cost of any items needed in order to complete the work (which will include any third party labour and installation costs). For example: to replace a light bulb, the tenant would be charged for the cost of the light bulb and then £25.00 +VAT per hour for the time taken to organise the purchase and fitting of the bulb. When charged a minimum of one hour will always be applied

- (8.6) The deposit will be refunded to the Tenant, less any deductions, within 28 days of the expiration of the tenancy subject to the following having been completed.
- (8.6.1) the property has been handed back to the Agent and all issued keys have been returned to the Agent
 - (8.6.2) all invoices for dilapidations have been received by the Agent
 - (8.6.3) copies of final utility bills have been provided to the Agent
- (8.7) To replace all lightbulbs throughout the property including those located in the cooker extractor hood
- (8.8) If the tenant intends to vacate the property at the end of the tenancy he must give at least 5 weeks notice to the landlord in writing to expire the day before the rent due date.

9. The Landlord agrees with the Tenant that:

- (9.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent
- (9.2) The Landlord will return to the Tenant any rent payable for any period during which the Property may have been 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

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

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

then the landlord may re-enter the Property and end the Tenancy.

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 is entitled to rescind this Agreement, without notice, by entering the Property or any part of the Property or may seek forfeiture of the Agreement and possession of the Property, as the case may be, if the Tenant goes into liquidation, or an administrative receiver is appointed, or an administrative order is made. Provided that this clause will not apply if the sole purpose of the liquidation is the amalgamation or reconstruction of the company which is, and remains, solvent until dissolution

12. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

13. 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

14. Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the common law rules and the Protection from Eviction Act 1977. 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)

15. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE

Special conditions:

None

LANDLORD(s): _____

(or the Landlord's Agent)

Witnessed by: _____

Name: _____

Signed by _____

Name: _____

(on behalf of tenant)

Position in Company _____

Witnessed by: _____

Name: _____