AGREEMENT

Relating to an Assured Shorthold Tenancy
under the Housing Act 1988 as amended
regarding property known as:

3
10 Oxford Road
St James
Exeter
EX4 6QU

Bradleys Estate Agents
Bradleys Group Head Office
7 Stevenstone Road
Exmouth
Devon
EX8 2EP

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AGREEMENT

For Letting of a dwelling house on an
Assured Shorthold Tenancy under the Housing Act 1988 as amended.

11 June 2014

1. DEFINITIONS: In this agreement:

"The Landlord" means	**Chesterfields Property Services Ltd, Richmond Bridge House, 419 Richmond House, Twickenham, TW1 2EX** (Which expression includes the person for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created)
"The Tenant" means	Jonathan Matthews and Hayley Bowdidge-Morcom
"The Guarantor" means	**N/A**
"The Property" means	**3, 10 Oxford Road, St James, Exeter, EX4 6QU**
"The Term" means	A term (certain) of **12** months from the Commencement Date. It is agreed that the landlords may give two months written notice and the tenant to provide one months written notice to terminate this agreement subject to a minimum term of six months. This notice must be served on or before the contract date.
"The Commencement Date" means	**11 June 2014**
"The Rent" means	**£525 [FIVE HUNDRED AND TWENTY FIVE POUNDS]** per calendar month exclusive for every month of the Term (and so in proportion for any lesser period).
"The Fittings" means	The Landlord's fixtures Fittings furniture and effects now in the property.
"The Deposit"	The Deposit is to be held by the Landlord in accordance with an authorised tenancy deposit scheme upon and subject to the provisions of clauses 4.29 4.30 6.5 and 6.6 of this agreement.

2. The Landlord lets and the Tenant takes the Property for the Term at the Rent payable in advance by equal monthly payments on the 11TH day of each calendar month.

3. The Landlord and the Tenant agree and declare that this agreement is intended to create an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988 and the Landlord is entitled to possession of the property as provided for in the Housing Act 1988.

TENANT SIGNATURE:

TENANT'S OBLIGATIONS

4. The Tenant agrees with the Landlord:-

4.1 To pay the Rent at the times and in the manner aforesaid.

4.2 To pay for all charges for water electricity gas telephone television licence and fuel oil in respect of the occupation of the Property during the tenancy and all other services consumed or supplied on or to the Property during the tenancy and the cost of reconnecting such services if they are withheld owing to the act or omission of the Tenant.

4.3 To make all payments of Council Tax due in respect of the property and to keep the Landlord fully indemnified against any liability in respect thereof.

4.4 To effect and maintain at all times adequate contents insurance for his own effects only and not to do anything whereby any insurance of the Property and the Fittings against fire or other risks may be rendered void or invalid or whereby the premium for such insurance may be liable to be increased and to notify the Landlord or his Agents promptly after any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property.

4.5 To use and occupy the Property in a reasonable and tenant like manner and not to wilfully or recklessly damage the same or the Fittings and to keep the interior and exterior of the windows clean at all times.

4.6 To keep in good repair and decoration and clean condition all parts of the Property and the Fittings (fair wear and tear excepted) and not to damage or remove from the Property the Fittings. The Tenant shall make good all damage and breakages to the Fittings which may occur during the tenancy and shall replace with similar articles of at least equal value or if the Landlord so requires to pay to the Landlord the value of any part of the Fittings which may be destroyed or damaged (except as aforesaid) so as to be incapable of being returned to their former condition. The Tenant shall leave the Fittings at the end of the tenancy in the same position as they were in at the Commencement Date. The Tenant shall clean or pay for the cleaning of the Property and the Fittings during and at the end of the tenancy.

4.7 To give notice to the Landlord or his Agents in writing at once of any damage disrepair or defect on the Property immediately upon the same coming to the attention of the Tenant and to permit the Landlord or his Agents or workmen to enter upon the Property at all reasonable times for the purpose of viewing the condition of the Property or for repairing the same or any part thereof or for any other reasonable purpose provided that the Landlord shall unless prevented by the urgency of the required works or repairs give to the Tenant twenty four hours notice of his intention so to enter upon receipt of notice to that effect from the Landlord. The Tenant shall make good any defects or want of repair for which he is responsible under his stipulations herein contained.

4.8 To comply with the Gas Safety (Installation and Use) Regulations 1994 No 34 (Unsafe appliance) and No 36 (Escape of Gas). Not to use any gas appliance or permit a gas appliance to be used if at any time it is found or suspected to be unsafe and to give notice in writing to this effect to the Landlord or his Agent as soon as possible.

4.9 During the last two months of the tenancy to permit the Property to be viewed at all reasonable hours of the day without interruption and during such time to permit the Landlord or his Agents to exhibit in a conspicuous place a notice stating that the Property is to be let or sold.

TENANT SIGNATURE:

4.10 Not to do or suffer to be done in or upon the Property any act or thing which may be a nuisance danger or annoyance to the Landlord or to the occupier of any adjoining property and in particular not to play any musical instrument or sound reproduction equipment to be audible outside the Property nor to exhibit any notice or advertisement upon or near the property or to do or permit to be done anything which may or shall cause nuisance.

4.11 Not to keep or use a paraffin heater or a bottled gas heater in the Property nor to store or keep on the Property any bottled gas petrol or other combustible inflammatory or explosive substance material nor any trade stock.

4.12 To maintain the gardens of the Property (if any) in a neat and tidy condition properly cultivated and free from weeds and any lawns properly mown and trees and shrubs pruned and not to cut down or remove any trees, shrubs or plants growing on or near the property and not to alter the layout of any garden without the previous consent in writing of the Landlord.

4.13 Not to make any alteration in or addition to the Property nor to hang on the walls any pictures posters prints or objects by the use of adhesive tape or any adhesive substance or by putting up additional hooks or nails.

4.14 Not to carry out any decorating whatsoever except in the event of damage to said decoration in which case the damage shall be repaired in the colours materials and to the same standard as the existing prior to the commencement of the tenancy hereby created. Different colour schemes shall not be used without the written consent of the Landlord.

4.15 To use the Property as a private residence only and not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever or for any illegal or immoral purpose. Not to allow any children to live in the property, nor to allow smoking or to keep any pets in the property without the prior written consent of the Landlord. Where such consent is given the carpets are to be professionally cleaned at the termination of the tenancy and in addition sprayed for fleas if a dog or cat has been resident.

4.16 Not to assign sublet or part with or share the possession of the Property or any part thereof and not to allow any lodgers to occupy the Property (whether upon payment of any monies or not).

4.17 At the determination of the tenancy to deliver up the Property and the Fittings in as good and clean repair condition and decoration as shall be in accordance with the Tenant obligations and to remove from the Property all the Tenant's effects.

4.18 Not to change the locks to the doors of the Property nor to make any duplicate keys but to hand over to the Landlord or his Agents on the last day of the tenancy howsoever the same maybe determined all keys to the Property.

4.19 Within seven days of receipt thereof to send to the Landlord or his Agents all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property.

4.20 Not to leave the Property vacant for more than thirty consecutive days and to keep the Property locked and secure when it is vacant.

4.21 Not to alter the supplier of gas or electric to the Property or to exchange or alter the meters supplied for the same without prior consent.

TENANT SIGNATURE:

4.22 To keep the drains gutters and pipes of the property clear and the chimneys (if any) swept and the Tenant shall be responsible for the maintenance and servicing of smoke alarms (if any) at the Property.

4.23 To pay all fees expenses and costs (including solicitor's counsel's and surveyor's fees) incurred by the Landlord in preparing and serving a notice on the Tenant of any breach of his obligations under this Agreement notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.

4.24 Not to erect or place any hut shed caravan boat or other chattel nor any hoarding on the site of the Property nor to erect or permit to project outside the Property any wireless satellite dish or television aerial without the prior written consent of the Landlord.

4.25 If at any time or times any claim shall be made under the insurance policy effected by the Landlord in respect of the Property to repay to the Landlord upon demand by way of additional rent the amount which falls to be borne by the Landlord under any excess provisions contained in the said policy.

4.26 To observe and perform the terms and conditions of the head lease as and when necessary.

4.27 To keep all electric lights and electrical sockets in good working order and to replace all fuses bulbs and fluorescent tubes as and when necessary.

4.28 The Tenant will provide his own digital television receiving equipment.

4.29 On the signing of this agreement to pay the sum of **£726.92 [SEVEN HUNDRED AND TWENTY SIX POUNDS AND NINETY TWO PENCE]** to the Landlord as security for performance of the Tenants' obligations herein to be returned to the Tenant at the end of the tenancy (without interest) in accordance with the scheme or to agree with the Tenant the amount if any to be deducted from the Deposit.

4.30 In the event that the Landlord and Tenant cannot reach agreement on the apportionment of the Deposit they are to refer the dispute to the appointed Alternative Resolution Scheme.

4.31 In the event that the rent hereby reserved or any other financial liability of the Tenant herein imposed shall be more than 14 days in arrears, the Tenant shall pay interest thereon from the date when such payment became due to the date of actual payment at a rate of 15% per annum

4.32 The Landlord will levy a fee of £15 plus VAT per hour if it is necessary for either the Landlord or their Agent to spend time arranging for cleaners or for repairs to be carried out that were the responsibility of the Tenant at the end of the tenancy

4.33 Upon termination of the tenancy the Tenant agrees to pay the introducing agent, Bradleys Property Rentals, by way of deduction from the deposit held by the Landlord, the sum of £65.00 plus VAT at the ruling rate, to compensate for the cost of the check-out inspection and finalisation of the Schedule of Condition and Inventory.

TENANT SIGNATURE:

FORFEITURE.

5.0 Provided that:

5.1 If the rent or any instalment or part thereof shall be in arrear for at least 14 days after the same shall have become due (whether legally demanded or not) or if there shall be a breach of any of the agreements by the Tenant where or the conduct of the Tenant is such that the Landlord is entitled to seek possession of the Property pursuant to Grounds 2, 8 or 10 to 15 of Schedule 2 of the Housing Act 1988 whether such possession is granted or not the Landlord may re-enter on the property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord.

5.2 Ownership of all property left at the Property at the determination of the tenancy shall immediately pass to the Landlord who shall be entitled (though not bound) to sell the same for his own benefit.

LANDLORDS OBLIGATIONS.

6.0 The Landlord agrees with the Tenant as follows:-

6.1 That the Tenant paying the rents and performing and observing all the agreements herein contained may quietly possess and enjoy the Property during the tenancy without any unlawful interruption from or by the Landlord or any person claiming through or under in trust for the Landlord.

6.2 To keep the Property and the Fittings insured against loss or damage by fire water and other normal risks insured against in a comprehensive residential insurance policy including theft of the Fittings.

6.3 To return to the Tenant forthwith any rent paid for any period while the Property is rendered wholly uninhabitable or inaccessible by reason of fire tempest flood or other Insured Risk the amount in case of dispute to be settled by arbitration.

6.4 That he is the sole owner of the freehold or leasehold interest in the Property and that all consent necessary to empower him to enter into this Agreement (whether from a mortgagee, superior landlord or other) have been obtained.

6.5 To hold the Deposit in accordance with an authorised tenancy deposit scheme and to comply with the requirements of the scheme.

6.6 To provide the Tenant (or those who paid the Deposit on behalf of the Tenant) with information about the holding of the Deposit under the scheme.

6.7 The Landlord shall be entitled to bring this tenancy to an end by serving on the Tenant not less than two months notice in accordance with Section 21 of the Housing Act 1988.

TENANT SIGNATURE:

MISCELLANEOUS TENANCY CONDITIONS

7.0 Where the context so admits covenants given by the Landlord and Tenant shall be deemed to be given jointly and severally. For the avoidance of doubt any part payment of rent paid by any joint Tenants shall have been paid on behalf of all joint Tenants and any arrears of rent shall be due for all joint Tenants as a whole.

7.1 References to the masculine gender include the feminine; to the singular include the plural; to month means calendar month.

7.2 The Tenant covenants to pay the Landlord such sums, if any, as the Landlord may incur by way of bank charges or other costs arising from the failure of the Tenant or its bank to honour any cheque or other negotiable instrument tendered by the Tenant for payment of the rent hereby reserved.

7.3 The Landlord and its agent Bradleys Property Rentals shall not be liable for any loss injury or damage suffered by the Tenant or any licensee trustee servant or contractor of the Tenant (save in so far as liability for such loss injury or damage may not be excluded at law) whether or not such loss injury and damage arises from any defect in the property or through any neglect or omission of the Landlord its said Agent or any other agent or servant employed by or on behalf of the landlord or said agent.

7.4 Any Notice to be given to the Tenant if posted to him at the property and shall be deemed to have been served not later than the second working day following the day on which it is posted or left addressed to the Tenant at the Property. The address for service for the Landlord pursuant to Section 48 of the Landlord and Tenant Act 1987 is **Chesterfields Property Services Ltd, Richmond Bridge House, 419 Richmond House, Twickenham, TW1 2EX** or such other address as shall be notified to the Tenant in writing.

7.5 This agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the tenancy.

7.6 Notice is hereby given that possession might be recovered under Ground 1 Schedule 2 of the Housing Act 1988 if applicable. That is that the Landlord used to live in the Property as his or her principal home or intends to occupy the property as his or her only or principal home.

7.7 The Tenancy may be brought to an end if the mortgagee requires possession under fault of the borrower under Ground 2 Schedule 2 of the Housing Act 1988.

7.8 The Tenant shall be entitled to bring this tenancy to an end by serving on the Landlord not less than one month's notice in writing to expire on the last day of a rent period and upon expiry of such notice this tenancy shall determine absolutely provided that no such notice expires prior to the last month of the fixed term of this agreement.

TENANT SIGNATURE:

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

SIGNED by or on behalf of the above named on behalf of us.

LANDLORD: Leighton Bradleys Estate Agents

IN THE PRESENCE OF: J NICKELS

NAME & ADDRESS: Bradleys
Exeter.

SIGNED by the above named

TENANT(S): HAYLEY BOLDIDGE-MORGAN 10/6/14

JONATHAN MATTHEWS 10/6/14 10/6/14

IN THE PRESENCE OF: RICKY DILLON

NAME & ADDRESS: RICKY DILLON 10/6/14

3 BROWNING COURT, CHIEFTAIN WAY, EXETER
EX2 9FG

SIGNED by the above named

GUARANTOR:

IN THE PRESENCE OF:

NAME & ADDRESS: