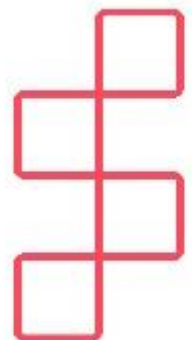


fresh.

Assured Shorthold Tenancy Agreement



Assured Shorthold Tenancy Agreement

This is an agreement for letting a dwelling on a fixed term Assured Short-Hold Tenancy under Part 1 of the Housing Act 1988 (as amended).

This document is important. It sets out the rights and responsibilities of tenants and landlords under the agreement. **You are strongly advised to read it carefully before agreeing to it.** If there are any previous agreed conditions that are not included in this agreement, this agreement will take precedence and forms the final binding agreement between the parties.

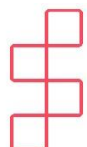
This is an agreement for a three year fixed term assured shorthold tenancy agreement between the Landlord and Tenant.

Section A. Main Terms of the Agreement

1. THE PARTIES

Landlord	<p>(Name)</p> <p>(Registered Address)</p> <p>“ The Landlord”</p>
Tenant(s)	<p>1. (Tenant Name) (Lead Tenant)</p> <p>2. (Tenant Name)</p> <p>3. (Tenant Name)</p> <p>4. (Tenant Name)</p> <p>“ The Tenant”</p>
Managing Agent	<p>Fresh Property Group</p> <p>7-9 Swallow Street London W1B 4DE</p> <p>Email: renting@thisisfresh.com</p> <p>Operating under the Brand: Fresh</p> <p>“ The Managing Agent”</p>

1.1 The obligations and liabilities of the parties under this agreement are Joint and Several.



2. OTHER OCCUPIERS

2.1 The Landlord agrees that, in addition to the Tenant the following person(s) the “Tenants Household” (who for the avoidance of doubt are not tenant(s)) may live at the Property:

(a) The Tenant’s children or other dependants who are under 18 years of age at the start of the Tenancy; and

(b) The following adults (if any):

Adult 1	(Name)
Adult 2	(Name)

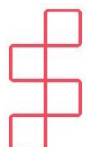
2.2 The Tenant must not allow any other adults to live at the Property without the written consent of the Landlord, which must not be unreasonably withheld or delayed.

2.3 The Tenant must ensure that not more than (number) persons live at the Property.

2.4 Any Obligations on the Tenant under this agreement to do or not to do anything shall also require the Tenant not to permit or allow any Member of the Tenant’s Household or visitor to do or not do the same thing. The Tenant will take full responsibility for the acts or omissions of any permitted occupiers or any invited or non-invited guests.

3. THE PROPERTY AND COMMON PARTS

The Address	(Address)
Description of the Property	<p>“ The Property” <i>e.g. 1 Bed Flat</i></p> <p>The Property is:</p>



	<p><i>(Fully Furnished/Part Furnished/Unfurnished)</i></p> <p><i>Includes parking space _____</i></p>
Common Parts	<p>In addition to the Property, the Tenant shall also have use of the following Common Parts:</p> <p>Shared Access to the Property []</p> <p>Other Shared Facilities eg <i>Residents Lounge and Gym</i></p>

3.1 The Landlord must provide the Tenant with such information about the Property, the Property’s installations any services provided to the Property as reasonably necessary to enable the Tenant to comply with the obligations contained in Clauses B2 (payment of council tax, utilities and other charges) and B4 (care and maintenance of the Property) of this agreement.

3.2 The Property is not currently subject to a mortgage.

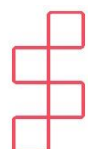
4. THE TERM AND EXPIRY OF THE FIXED TERM

4.1 The Tenancy created by this agreement:

Begins on:	(Date)
Ends on:	(Date)

Unless terminated early in accordance with the clauses in Section D (Landlord’s grounds (reasons) for possession during the fixed term), Section E (Break Clauses) or unless terminated early by mutual agreement between the parties.

4.2 If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy has been entered into by the parties, then from the expiry date of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.



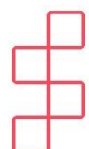
5. THE RENT AND OTHER CHARGES

<p>The Rent</p>	<p>£ (<i>Amount</i>) Per Month for the first year of the fixed term.</p> <p>Payable in advance on the (<i>date</i>) of the Month</p> <p>The first payment is to be made on (<i>date</i>) and further payments are to be made on (<i>date</i>)</p> <p>The rent is inclusive of the following: (Broadband)</p>
<p>Tenancy Deposit</p>	<p>£(<i>Amount</i>)</p> <p>The Deposit paid by the Tenant to the Agent, shall be transferred by the Agent to the TDS Custodial Scheme who will hold the Deposit as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall advise TDS of the deductions from the Deposit agreed by the Tenant. TDS shall return the Deposit to the Tenant, the Landlord if applicable, or the Relevant Person subject to the possible deductions set out in this Agreement</p>

5.1 Subject to compliance with the requirements specified in A5.2 the Landlord may increase the rent on each Review Date by a maximum of the percentage change in the **Retail Price Index** + ½ % over the preceding year. This must be calculated by reference to the last index published before the date on which the Landlord serves the notice under clause A5.2 and the index published 12 months prior to that.

5.2 The requirements are that the Landlord must serve a rent review notice on the Tenant not less than 28 days but not more than 90 days before the relevant Review Date specifying:

- (a) The percentage by which the rent will increase on the relevant Review Date; and
- (b) The new rent payable from the relevant Review Date.



5.3 If the Landlord fails to comply with the requirements specified in clause A5.2, the rent will continue to be payable from the relevant Review Date until the next Review Date at the rate payable immediately before the relevant Review Date.

5.4 Interest payable on Overdue Rent:

(a) Interest of 3% above the Bank England's base rate will be payable on any rent which is more than 14 days overdue. The interest will payable from the date on which the rent fell due until the date it is paid.

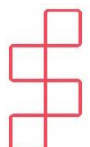
5.5 Method of Payment

- (a) The rent must be paid by standing order or debit card.
- (b) Any payment made by any third parties will be treated as a payment made on behalf of the Tenant and will not grant that third party with any rights over the Tenancy.

6. DEPOSIT

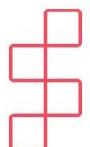
6.1 The Tenant shall pay to the Landlord or the Agent, on the signing of this Agreement, the Deposit which shall be transferred by the Agent to TDS who will hold the Deposit in the Custodial Scheme as Stakeholder. The Agent is a Member of the Tenancy Deposit Custodial Scheme. At the end of the Tenancy the Agent, shall request TDS to return the Deposit to the Tenant subject to the possible deductions set out in this Agreement;

6.2 The Tenant agrees that if more than one person forms the Tenant that the name of one person who will be known as the lead tenant ("Lead Tenant") for the TDS will be provided to the Landlord or the Agent within fourteen days of the Tenancy starting or the Deposit being taken whichever is earlier. The Tenant agrees that the Lead Tenant is authorised to accept service of all documents regarding the Deposit from the TDS, the Landlord and the Agent on behalf of each person forming the Tenant;



- 6.3 After the Tenancy the Landlord or the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause A6 of this Agreement. If more than one such deduction is to be made by the Landlord or the Agent, monies will be deducted from the Deposit in the order listed in clause A6.6 of this Agreement.
- 6.4 After the end of the Tenancy the Landlord or the Agent on the Landlord's behalf shall request TDS to return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within thirty days of the end of the Tenancy or any extension of it.
- 6.5 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.
- 6.6 The Agent, with the written consent of the Tenant, may request TDS to deduct monies from the Deposit to compensate the Landlord for losses caused for any or all of the following reasons:
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
 - any damage to the Property and Fixtures and Fittings caused by the Tenant or arising from any breach of the terms of this Agreement by the Tenant;
 - any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the Property (whether or not the Landlord consented to its presence);
 - any sum repayable by the Landlord or the Agent to the local authority where housing benefit has been paid direct to the Landlord, or the Agent;
 - any other breach by the Tenant of the terms of this Agreement;
 - any unpaid account or charge for water including sewerage and environmental charges, electricity gas telephone charges, or other fuels;
 - any unpaid council tax.

The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable on the grounds that there is a deposit held by the Tenancy Deposit Scheme.



Protection of the Deposit

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

West Wing, First Floor, The Maylands Building, 200 Maylands Avenue, Hemel Hempstead, HP2 7TG

Telephone 0300 037 1001

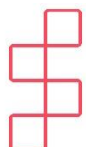
Email deposits@tenancydepositscheme.com

At the end of the Tenancy:

- 6.7 The Agent must tell the Tenant as soon as practicable after the end of the Tenancy if they propose to make any deductions from the Deposit.
- 6.8 The Deposit will be returned to the Tenant by TDS within a reasonable timescale from all deductions being agreed between the Landlord and the Tenant except in case of dispute. Any dispute regarding deductions from the Deposit can be referred to the Alternative Dispute Resolution service of TDS up until ninety days after the end of the Tenancy.
- 6.9 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses A6.7 and A6.8 above.
- 6.10 Joint Consent to Adjudication
There being multiple persons forming the Tenant each person forming the Tenant agrees with the other that any one of them may consent on behalf of all the others to use alternative dispute resolution through the TDS to deal with any dispute about the Deposit at the end of the Tenancy.

7. THE INVENTORY AND REPORT OF CONDITION

- 7.1 The Landlord, or someone acting on behalf of the Landlord have prepared an inventory and report of condition, it is attached to this agreement (see Annex 1).
- 7.2 Unless the Landlord receives written comments on or amendments to the inventory and report of condition within 14 days of the start of the Tenancy, the Tenant shall be taken as accepting the inventory and report of condition as a full and accurate record of condition of the Property and its contents.



7.3 The Landlord will ensure that any comments or amendments received from the Tenant under clause A 7.2 are attached to the inventory and report of condition annexed to this agreement.

Section B. Tenant's Obligations

1. PAYMENT OF RENT

The Tenant must pay the rent in advance whether formally demanded or not, on or before the agreed dates (see clause A5)

2. PAYMENT OF COUNCIL TAX, UTILITIES AND OTHER CHARGES

2.1 Except where included in the rent (see clause A5) the Tenant must pay to the relevant local authority all council tax due in respect of the Property during the Tenancy.

2.2 Except where included in the rent (see clause A5) the Tenant must pay to the relevant suppliers all charges in respect of any electricity, gas, or water (including sewerage) services used at or supplied to the Property during the Tenancy and pay all charges to the provider for the use of any telephone, satellite, cable or broadband services to the Property during the Tenancy.

2.3 Except where included in the rent (see clause A5), the Tenant must pay any television license fee payable in respect of the Property during the Tenancy.

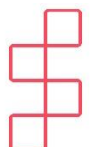
2.4 Where any service mentioned in clause B2.2 has been disconnected as a result of the Tenant's failure to comply with the Tenant's obligation to pay for the service, any reconnection charge will be payable by the Tenant.

3. USE OF THE PROPERTY

3.1 The Tenant must occupy the Property as Tenant's only or principal home.

3.2 The Tenant must not use the Property for the purpose of a business, trade or profession except with the prior written consent of the Landlord which must not be unreasonably withheld or delayed. In particular, it will not be unreasonable for the Landlord to withhold consent if there is a reasonable likelihood that the use proposed would amongst other things:

- (a) give rise to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies; or



(b) cause a nuisance to the occupiers of the neighbouring properties or significantly increase wear and tear to the Property.

3.3 The Tenant must not use the Property for any illegal, immoral, disorderly or anti-social purposes.

3.4 The Tenant must not do anything to or on the Property or any Common Parts which may reasonably be considered a nuisance to the occupiers of neighbouring properties.

3.5 The Tenant must not keep any pets or other animals at the Property without the prior written consent of the Landlord, which must not be unreasonably withheld or delayed.

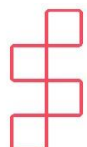
3.6 The Tenant must ensure strict compliance with any rules associated with the Shared Facilities that the Tenant has access to. Access to the Shared Facilities can be revoked if there is non-compliance. Details of the relevant rules are available in the Residents' Handbook.

3.7 The Tenant will ensure continued compliance with the Residents' Handbook which is available on the website under your property booking information and included within the Resident Portal and any addition or revisions issued by the Landlord/Managing Agent from time to time, for the proper management of the Building.

3.8 The Tenant will endeavour to not adversely affect the environmental performance of the building and will endeavour to minimise their impact by:

- (a) Utilising the equipment in the way it was designed;
- (b) Following the "Sustainable Living Guide" available on the website and provided in the Residents Portal;
- (c) Following the waste management procedure (waste segregation and recycling provisions) implemented in the building;
- (d) Appropriately disposing of electrical items, printer cartridges, fluorescent bulbs, batteries and similar items.

3.9 The tenant must not smoke or use electronic cigarettes anywhere in the Building or Communal Areas, and will instead use the designated external smoking area.



4. CARE, MAINTENANCE AND REDECORATION OF THE PROPERTY

4.1 The Tenant must take reasonable care of the Property, any items listed in the inventory and Common Parts (if any). This to include (but is not limited to):

- (a) taking reasonable steps to keep the Property adequately ventilated and heated so as to prevent damage from condensation;
- (b) taking reasonable steps to prevent frost damage occurring to any pipes or other installations in the Property, provided the pipes and other installations were adequately insulated at the start of the Tenancy; and
- (c) disposing of all rubbish in an appropriate manner and at the appropriate time.

4.2 The Tenant must not make any addition or alteration to the Property or redecorate the Property (or any part of it) without the Landlord's express written permission.

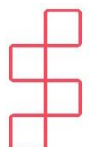
4.3 The Tenant must notify the Landlord in writing as soon as reasonably possible about any repairs that are need to the Property or to any items listed in the inventory for which the Landlord is responsible (see clause C 3)

4.4 The Tenant will be liable to the reasonable cost of repairs where the need for them is attributable to the Tenant's failure to comply with the obligations set out on clauses B 4.1 and B 4.2 or where the need for repair is attributable to the fault or negligence of the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors.

4.5 The Tenant shall promptly replace and pay for any broken glass in windows at the Property where the Tenant, any Member of the Tenant's Household or any of the Tenant's visitors cause the breakage.

4.6 The Tenant will check the Property smoke alarms on a monthly basis and report any defects to the Managing Agent.

4.7 The Tenant will flush any infrequently used taps and shower heads in the Property on a monthly basis.



5. SECURITY OF THE PROPERTY AND PERIODS OF ABSENCE OF MORE THAN 28 DAYS

- 5.1 The Tenant must not leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord.
- 5.2 The Tenant must take reasonable steps to ensure that the Property is secure whenever the Property is unoccupied.

6. ACCESS TO THE PROPERTY BY LANDLORD AGENT

Routine Access

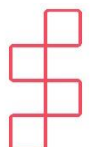
6.1 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of day for the following purposes:

- (a) to inspect its condition and state of repair;
- (b) to carry out the Landlord's repairing obligations and other obligations under this agreement; and
- (c) to carry out any inspections required by law including (but not limited to) gas safety inspections, fire safety inspections and inspections of any smoke or carbon monoxide alarms installed at the Property and to carry out any works, repairs, maintenance or installations (including the installation of any smoke or carbon monoxide alarm) required by law.

Access for the Purposes of re-letting the Property

6.2 Provided the Landlord has given the Tenant at least 24 hours' prior notice in writing, the Tenant must give the Landlord (or any person acting on behalf of the Landlord) access to the Property at reasonable times of the day in the following circumstance for the purposes specified:

- (a) During the last 3 months of the Tenancy to show prospective tenants, and or letting agents around the Property.



Access during periods of absence of more than 28 days

6.3 The Tenant agrees that if the Property is to be unoccupied for a period or more than 28 consecutive days, the Landlord may have access during that period for the purposes of keeping the Property insured and taking such steps as may be reasonably be necessary to mitigate the risk of damage to the Property during the period.

Emergency Access

6.4 The Tenant must give the Landlord (or persons acting on the Landlord's behalf) immediate access to the Property in the event of an emergency at the Property. In the event of an emergency, should notice to the Tenant not be possible or access not expressly given, the Landlord or Agent is entitled to enter the Property using their set of management keys without needing to comply with the remainder of section B6 of this agreement.

7. ASSIGNMENT AND SUBLETTING**Assignment**

7.1 The tenant must not assign the tenancy, either in whole or in part without the consent of the Landlord in Writing. Such consent must not be unreasonably withheld.

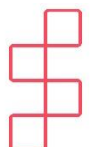
Subletting of the whole Property

7.2 The Tenant must not sublet the whole or Part of the Property for either the whole or any part of the duration of the Tenancy the consent of the Landlord in writing. Such consent must not be unreasonably withheld.

8. MOVING OUT AT THE END OF THE TENANCY

8.1 Except for fair wear and tear, the Tenant must return the Property and any items listed on the inventory to the Landlord in the same condition and state of cleanliness as they were at the start of the Tenancy.

8.2 The Tenant must remove all possessions (including any furniture) belonging to the Tenant or any member of the Tenant's Household or visitor and all rubbish from the Property at the end of the Tenancy. If any such possessions are left at the Property after the Tenancy has ended, the Tenant will be responsible for meeting all reasonable removal and storage charges. The Landlord will



remove and store possessions for one month (other than perishable items which will be disposed of immediately) and will take reasonable steps to notify the Tenant. If the items are not collected within one month, the Landlord may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs of removal, storage and disposal may be deducted from any sale proceeds.

8.3 The Tenant must give vacant possession and return all keys to the Landlord at the end of the Tenancy.

8.4 The Tenant must provide the Landlord with a forwarding address at the end of the Tenancy.

Section C. Landlord's Obligations

1. TO GIVE THE TENANT POSSESSION AT THE START OF THE TENANCY

The Landlord must give the Tenant possession of the Property at the start of the Tenancy.

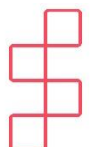
2. NOT TO INTERFERE WITH THE TENANT'S RIGHT TO QUIET ENJOYMENT

The Landlord must not interrupt or interfere with the Tenant's right to quiet enjoyment.

3. REPAIR AND MAINTENANCE OF THE PROPERTY AND ITEMS LISTED ON THE INVENTORY

3.1 In accordance with Section 11 of the Landlord and Tenant Act 1985 (repairing obligations in short leases) the Landlord shall:

- (a) keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);
- (b) keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for the sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and
- (c) keep in repair and proper working order the installations in the Property for space heating and heating water.



3.2 The Landlord must keep in repair and proper working order any furniture, fixtures, fittings and appliances which are listed in the inventory, except where the damage or need for repair is a result of the Tenant's failure to comply with obligation in clause B4.1 or failure to provide reasonable access to the Property as set out in clause B6.1.

4. INSURANCE AND RENT SUSPENSION

4.1 The Landlord must insure the Property against fire, flooding and other risks usually covered by a comprehensive insurance policy and must use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible. The Landlord will not insure the Tenant's belongings and so if the Tenant requires such insurance, they are advised to arrange insurance for themselves.

4.2 The Landlord must provide the Tenant with a copy of the relevant sections of any insurance policy at the request of the Tenant.

4.3 Where the Property is uninhabitable because of damage caused to the Property by an insured risk then, unless the damage was caused by the Tenant's negligence or failure to comply with the Tenant's obligations under this agreement, the Tenant shall not be required to pay rent until the Property is ready for occupation and use.

Section D. Landlord's Grounds for Possession During the Fixed Term

1. LANDLORD'S GROUNDS FOR POSSESSION

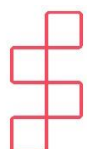
If at any time:

1.1.1. the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not; or

1.1.2. if any agreement or obligation of the Tenant is not complied with; or

1.1.3. if any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) are made out;

the Landlord may re-enter upon the Property provided he has complied with his statutory obligations; and the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have regarding the Tenant's obligations under this Agreement.



Section E. Break Clauses for a Three Year Fixed Term Assured Short-Hold Tenancy Agreement

1. APPLICABILITY OF CLAUSES E2 TO E5

1.1 The break clauses contained on clauses E2, E3, E4, and E5 shall only have effect where the fixed term which, has been agreed between the Landlord and Tenant as specified on A4.1 is for three years. Accordingly, clauses E2, E3, E4, and E5 shall be of no effect where the term which, has been agreed is for less than 3 years.

2. TENANT'S ROLLING 3 MONTH BREAK CLAUSE

2.1 Subject to clause E2.2, the Tenant may end this Tenancy before the Tenancy end date specified in Clause A4.1 by giving the Landlord at least 3 months' notice in writing.

2.2 The Tenant cannot give notice under clause E2.1 within the first 3 months of the Tenancy.

3. LANDLORD'S ONE-OFF BREAK CLAUSES AFTER THE FIRST 6 MONTHS OF TENANCY

3.1 The Landlord may end this Tenancy on the date which is 7 months after the start of the Tenancy by giving the Tenant at least 2 months prior notice in writing.

4. TERMS APPLICABLE WHERE THE TENANCY ENDS UNDER CLAUSES E2 & E3

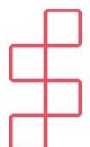
4.1 The end of the Tenancy under clauses E2 & E3 does not release the Landlord or Tenant from any outstanding obligations or claims.

Section F. Contact Details and Service of Written Notices

5. THE LANDLORD'S OR AGENT'S CONTACT DETAILS AND SERVICE OF NOTICES ON THE LANDLORD

Service of written notices by post or delivery by hand

5.1 The Landlord agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Landlord either by being left at the address given below or by being sent to that



address by first class post. Notices shall be taken to be received two working days after being posted or the day after being left at the property.

The address for service of written notice and other documents on the Landlord is:
C/O Fresh Property Group ("The Managing Agent")
Third Floor
7-9 Swallow Street
London
W1B 4DE

Service of written notices by email

5.2 The Landlord does agree that any notices given under or in connection with this agreement which are required to be given in writing may, alternatively, be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Managing Agent's email address for this purpose is:
renting@thisisfresh.com

Landlord's or Managing Agent's Emergency Contact Details

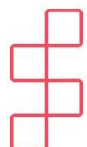
5.3 The Agent's telephone number can be found in the Residents' Handbook, and or displayed within the reception of the building and or can be found on the website
www.thisisfresh.com/renting

6. THE TENANT'S CONTACT DETAILS AND SERVICES OF NOTICES ON THE TENANT

Service of written notices by post or delivery by hand

6.1 The Tenant agrees that any notices given under or in connection with this agreement which are required to be given in writing may be served on the Tenant during the Tenancy either by being left at the Property or by being sent to the Tenant at the Property by first class post. Notices shall be taken to be received two working days after posting, the same day if hand delivered to the Property before 4.30pm or the next day if hand delivered to the Property after 4.30pm.

6.2 The Tenant does agree that any notices/necessary documentation given under or connection with this agreement which are required to be given in writing may also be sent by email. Notices sent by email shall be taken to be received the day after being sent. The Tenant's designated email address for this purpose is:
(Email).



Section G. Definitions and interpretation

The definitions and rules of interpretation in this clause apply in this agreement:

Common Parts: Common Parts means any part of a building containing the Property and any land or premises, which the Tenant is entitled under the terms of this Tenancy to use in common with the owners or occupiers of other dwellings.

Landlord: A reference in this agreement to the Landlord includes a reference to who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

Managing Agent: A reference to the Agent includes a reference to anyone who succeeds **the named managing agent on this Tenancy agreement, appointed by the Landlord.**

Property: A reference in this agreement to the Property includes part or parts of the building boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the tenancy as shown in the Particulars above. When the tenancy is part of a larger building, the Property includes the use of the common access and exit ways and facilities.

Tenancy: A reference in this agreement to the Tenancy is to the tenancy created by this agreement.

Tenant: A reference to the Tenant includes a reference to anyone who succeeds to or inherits this tenancy on the death of the Tenant.

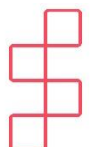
Lead Tenant: the person who is authorised by all persons who form the Tenant to liaise with the Landlord or Managing Agent on behalf of all matters relating to the Tenancy. The Lead Tenant is authorised to negotiate and agree any deductions from and release of the Deposit. In the event of a dispute the Lead Tenant will be authorised to raise the dispute with the Deposit Scheme on behalf of all persons forming the Tenant.

House Rules: the rules described in the Residents' Handbook and any revisions issued by the Landlord/Agent from time to time, for the benefit of the Building;

Inventory: the Inventory provided to the tenant at the start of the tenancy;

Stakeholder: A reference to Stakeholder means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties;

Working Day: any day other than Saturday, Sunday or any bank or public holiday;



Joint and Several: A reference in this agreement to Joint and Several will mean when the Tenant is more than one person, they will each be responsible for complying with the Tenant's obligations under this Agreement or any extension of it for a fixed term extension or periodic Tenancy both as a group and each person is liable for all obligations and payments as an individual;

Review Date: A reference to Review Date means the first anniversary of the start of the Tenancy and each anniversary of that date.

1.1 A reference to one gender shall include a reference to the other gender.

1.2 A reference to a statute (e.g. an Act of Parliament such as the Landlord & Tenant Act 1985) or statutory provision (e.g. a section of an Act – for example section 11 of the 1985 Act) is a reference to it as it is in force for the time-being, taking into account of any amendment, extension or re-enactment of the law concerned.

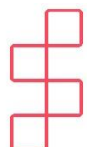
1.3 Data Protection

The personal information of both the Landlord and the Tenant will be retained by the Agent in accordance with the terms of the Agent's privacy policy ("the Policy") which will have been served on both parties; and is available to view on the Agent's website www.thisisfresh.com/renting. In addition to the information provided to the Agent about the Tenant in accordance with the Policy, the Tenant agrees that this information can be forwarded to the Landlord. Such information may have been provided before, during or after the Tenancy. The Landlord thereafter may share details about the following:

- Details of performance of obligations under this Agreement by the Landlord and the Tenant;
- Known addresses or details of the Tenant and any other occupiers,
- Any other relevant information required by the parties listed below.

This personal information above can be shared with:

- Utility and water companies;
- The local authority;
- Authorised contractors;
- Credit and reference providers;
- Mortgage lenders;
- Legal advisers;
- Any other interested third party.



This information can/will be provided without further notice only when the Agent is authorised to do so under the Policy.

1.4 Right to Rent

The Tenant or others who reside at the Property must provide a valid passport and visa or work permit to the Landlord or the Agent prior to taking occupation of the Property either before or during the Tenancy;

If any person forming the Tenant or occupier changes during the Tenancy written consent must be obtained from the Landlord or the Agent prior to occupation and relevant documentation provided for checking;

The Tenant and all occupiers will inform the Landlord or the Agent of any correspondence or communication concerning their residency status promptly and provide copies of the documents received.

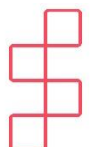
1.5 The full text of the Grounds under Schedule 2 of the Housing Act 1988 specified in the forfeiture clause can be obtained from the Agent upon written request.

1.6 References to clauses are to clauses of this agreement.

Schedule H - Documents

By signing this agreement, I as Tenant am confirming I have received the following documents:

- “How to Rent” Handbook produced by the Government
- Gas Safety Certificate for the Property (as applicable)
- Energy Performance Certificate
- Electrical Condition Inspection Report



Signed by the following parties:

Tenant 1

Signature	
Full Name (block capitals)	
Address	
Date	

Tenant 2

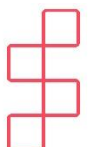
Signature	
Full Name (block capitals)	
Address	
Date	

Tenant 3

Signature	
Full Name (block capitals)	
Address	
Date	

Tenant 4

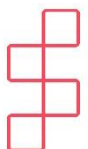
Signature	
Full Name (block capitals)	
Address	
Date	



Landlord

Signature	
Full Name (block capitals)	
Address	
Date	

SAMPLE



Annex 1

INVENTORY AND REPORT OF CONDITION

SAMPLE

