

COMPANY LET

(For a Furnished or Unfurnished Property)

LANDLORD:

LANDLORDS **Castle Homes Property Management Ltd**
AGENT: **Gervase House, 111-113 Friar Gate, Derby, DE1 1EX**

TENANT:

whose registered office is at:

Company Registration Number:

PROPERTY:

INVENTORY: means the list of the Landlord's possessions at the Property which has been signed by the Landlord and the Tenant

TERM: **Twelve Months**

COMMENCING ON: **23rd February 2007**

RENT: **£325 per Calendar Month**

PAYMENT: in advance on the **23rd day of each calendar month**

DEPOSIT: A Deposit of **£325** is payable on signing this Agreement

THIS AGREEMENT comprises the particulars detailed above and the terms and conditions hereinafter printed whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

1. The Tenant will:
 - a) pay the Rent on the days and in the manner specified herein to the Landlord without any deduction abatement or set-off whatsoever
 - b) pay all charges in respect of electricity, gas, water and any telephone or television services used at or supplied to the Property and Council Tax or any similar tax that might be charged in addition to or replacement of it

- c) keep the interior of the Property in a good, clean and tenantable state and condition and not damage or injure the Property or any part of it
- d) yield up the Property at the end of the Term in the same clean state and condition it was in at the beginning of the Term and if any item listed on the Inventory requires repair, replacing, cleaning or laundering pay for the same (fair wear and tear and damage by insured risks excepted)
- e) maintain the Property and keep in a good and clean condition all of the items listed in the Inventory
- f) not make any alteration or addition to the Property nor without the Landlord's prior written consent do any redecoration or painting of the Property
- g) not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Landlord or owners or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or cause an increase in the premium payable therefor
- h) not without the Landlord's prior written consent allow or keep any pet or any kind of animal at the Property
- i) not use or occupy the Property nor allow it to be used or occupied in any way whatsoever other than as a private residence
- j) not assign, sublet, charge or part with or share possession or occupation of the Property or any part thereof provided however that the Tenant may permit the residential occupation of the Property as a whole by the Tenant's officers and employees, so long as the Tenant continues to be responsible for the Rent and all other outgoings and does not make any charge whatsoever in respect of the same to the occupier and no relationship of landlord and tenant is created or allowed to arise between the tenant and the occupier
- k) permit the Landlord or anyone authorised by the Landlord at reasonable hours in the daytime and upon reasonable prior notice (except in emergency) to enter and view the Property for any proper purpose (including the checking of compliance with the Tenant's obligations under this Agreement and during the last month of the Term the showing of the Property to prospective new tenants)
- l) pay interest at the rate of 3% above the Base Lending Rate for the time being of the Landlord's bankers upon any Rent or other money due from the Tenant under this Agreement which is more than 7 days in arrears in respect of the period from when it became due to the date of payment

2. Subject to the Tenant paying the rent and performing the Tenant's obligations under this Agreement the Tenant may peaceably hold and enjoy the Property during the term without interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord

3. The Landlord will:

- a) insure the property and the items listed on the Inventory
- b) keep in repair the structure and exterior of the Property (including drains gutters and external pipes)
- c) keep in repair and proper working order the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
- d) keep in repair and proper working order the installation at the Property for space heating and heating hot water

But the Landlord will not be required to:

- e) carry out works for which the Tenant is responsible by virtue of the Tenant's duty to use the Property in a tenant-like manner
- f) rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest flood or other inevitable accident

4. In the event of the Rent being unpaid for more than 10 days after it is due (whether demanded or not) or there being a breach of any other of the Tenant's obligations under this Agreement or the Tenant entering into liquidation or having a receiver or administrative receiver appointed then the Landlord may re-enter the Property and this Agreement shall thereupon determine absolutely but without prejudice to any of the Landlord's other rights and remedies in respect of any outstanding obligations on the part of the Tenant

5. The Deposit has been paid by the Tenant and is held by the Landlord or landlords agent to secure compliance with the Tenant's obligations under this Agreement (without prejudice to the Landlord's other rights and remedies) and if, at any time during the Term, the Landlord is obliged to draw upon it to satisfy any outstanding breaches of such obligations then the Tenant shall forthwith make such additional payment as is necessary to restore the full amount of the Deposit held by the Landlord. As soon as

reasonably practicable following termination of this Agreement the Landlord shall return to the Tenant the Deposit or the balance thereof after any deductions properly made

6. The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord on the first page of this Agreement

7. In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant)

8. So long as the reference below to a right of early termination has not been deleted then either party may at any time during the Term terminate this Agreement by giving to the other prior written notice to that effect, the length of such notice to be that stated in the early termination right, and upon the expiry of said notice this Agreement shall end with no further liability of either party save for any antecedent breach

9. Where the context so admits:

- a) The "Landlord" includes the persons for the time being entitled to the reversion expectant upon this Tenancy
- b) The "Tenant" includes any persons deriving title under the Tenant
- c) The "Property" includes all of the Landlord's fixtures and fittings at or upon the Property
- d) The "Term" shall mean the period stated in the particulars on page 1 or any shorter or longer period in the event of an earlier termination or an extension or holding over respectively

10. All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation:

Special Conditions:

All rental payments are to be made by standing order

To end this agreement two months written notice will need to be given by either party to the other party. Such notice may be given on or any time from the fourth month and must coincide with the rental due dates. If no notice is given this agreement will automatically become a periodic agreement upon its renewal date.

DATED

SIGNED

(Landlord or Landlord's Agent)

SIGNED

(Director / Secretary for and on behalf of the Tenant)

In the presence of