

SIGNED by the Tenant/s:

Date:

WITNESSED BY

Print Name:

Address of Witness: C/o: 91 Wyeverne Road Cathays Cardiff CF24 4BG

Date:

SIGNED and accepted by the Landlord

Print Name

Date

LETTING PROVISIONS

Where the context admits:-

- (a) "The Landlord" includes the persons for the time being entitled to the reversion immediately expectant on the tenancy created.
- (a) "The Tenant" includes the persons deriving title under the Tenant
- (b) "The Property" includes any part or parts of the property and the fixtures, furniture, equipment and effects or any of them
- (c) "Agent" means the Agent for the time being of the Landlord
- (d) Consent is required from the Landlord under the provision by the Agent and any notice required to be given by or to the Landlord shall be sufficiently given or served if given by or to the Agent

1. The Tenant(s) shall:-

- (a) Pay the rent at the time and in the manner aforesaid without any deduction or abatement whatsoever.
- (a) Ensure that a Standing Order or Direct Debit has been set up with a Bank Account ready for payments due. If the payment method has not been set-up and rent payment is received late, charges will apply within this agreement will be levied, for the issuing of an SMS reminder £2.50, email reminder £2.50, Rent arrears letter 1 £10.00, rent arrear Letter 2 £10.00, rent arrear letter 3 £10.00, Visit to collect rent £45.00
- (b) (i) Arrange forthwith with the relevant authorities for accounts in respect of electricity, gas, water and media services(including but not limited to the telephone) at the Property to be addressed to the Tenant in his own name and to pay all standing charges in connection with the same and all charges for all gas, electric, light, power and water which shall be consumed or supplied on or to the Property during the tenancy and the amount of all charges made for the use of the said media services and not to allow any of the said services to be disconnected, altered or removed and shall ensure that the said services are operating throughout the tenancy and the Tenant shall not change or permit to be changed the number of the telephone and not transfer said number at the end of the tenancy.
(ii) Without prejudice to the generality of the foregoing, arrange and discharge accounts for all services for the period down to the date of the expiration or sooner determination of the tenancy

(iii) Take Gas, Electric and Water meter readings upon first entering the property. The Gas Board, Electric, Water Board, Council Tax Department of the Local Authority and the relevant Telephone Company are to be advised of a change in occupancy by the tenants. Tenants will advise the Council Tax Section of the Local Authority of all persons resident and will provide the Agent or the Landlord with Council Tax Exemption Certificates where relevant

(iv) Irrevocably authorises the Local Authority, Benefits Agency, Post Office and the relevant utility companies (including gas, electricity, water and media services) to discuss and disclose to the Landlord or Agent all financial and

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other information relating to the Property or any housing benefit claim. This authority shall extend to disclosure of the Tenant(s) whereabouts if there are any liabilities left.

- (c) (i) Pay the Council Tax in time if he/she is under the obligation to pay according to the Local Government Finance Act 1992 or any regulations under that Act.

(ii) Indemnify the Landlord in respect of any Council Tax (during the Tenancy) the Landlord comes under obligation to pay for reason the Tenant ceases to live in the Property.
- (d) Use the Property in a tenant-like manner in accordance to the Housing Act 1984 as amended in 1996, Landlord and Tenant Act 1985 as well as any other Law enforced in relation to that.
- (e) (i) Report any of the maintenance issue(s) or any damages for the property within 21 days from the tenancy agreement start date to be repaired under general wear and tear and to avoid any dispute at later stage;
(ii) If the aforesaid has not been reported within due time from the contract start date, Kingstons do not hold any liability at the later stage to cover the charges under general wear and tear but tenant(s) will be held liable towards the expenses incurred for repairs.
- (f) Not leave the property empty for more than 28 days without prior consent of the Landlord or his Agent(s) unless declared otherwise by any Law or becomes uninhabitable for living purposes.
- (g) Keep the interior of the Property and all fixtures and fittings therein in the same good state and condition and also repair up to the standards as they were in at the time hereof (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part of suffered by the Tenant) and immediately replace all broken glass, window panes, electric bulbs or fuses if required.
- (h) Preserve the furniture equipment and effects from being destroyed or damaged and make good care and pay for repair or replacement with articles of a similar kind and or equal value. Such of the furniture equipment and effects as shall be destroyed, lost, broken or damaged (fair wear and tear and damage by accidental fire or other risk insured against by the Landlord only excepted unless the relevant policy of insurance shall have been rendered void or voidable or payment of the whole or part of the insurance monies refused in consequence of some act or default on the part of suffered by the Tenant)
- (i) Keep or procure to be kept the garden at the Property (if any) in good order, cut the grass and keep the borders free from weeds, but shall not remove the shrubs or plants growing upon the premises or alter the general character of the garden throughout the tenancy, cultivate the garden in a reasonable manner according to the season of the year and similarly to tend and keep in good heart any houseplants in the Property save insofar as it is the Landlord's responsibility
- (j) Deliver up to the Landlord the Property and all new fixtures and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture equipment and effects specified in the Inventory or the articles substituted for the same at the expiration or sooner determination of the Tenancy in such good clean state and condition and repair as aforesaid and the said garden clean, tidy and properly tended
- (k) Keep cleansed and free from obstruction all chimneys, gutters, sewers, drains, sanitary apparatus, water and waste pipes and ducts belonging to or forming part of the Property and replace all washers and to keep the Landlord and all other tenants and occupiers of the building of which the Property forms part, fully indemnified against failure to comply with this covenant
- (l) Ensure that coins and any other object that could damage the washing machine must be removed before the wash. Any damage caused to the washing machine due to negligence shall have to be paid for by the Tenant(s).
- (m) Keep all the communal and private areas of the property in good clean order at all times.
- (n) (i) Put the rubbish out for weekly collection

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- (ii) Remove all rubbish and personal belongings at the end of the tenancy. Tenants that leave any bin bags, stale food etc. in the property at the end of the Tenancy will be charged for its removal.
- (o) Leave the furniture equipment and effects at the expiration or sooner determination of the tenancy in the same rooms and places as they were at the commencement of the tenancy
- (p) Pay for the washing (including ironing and pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all counterpanes, blankets, curtains and the steam or other appropriate cleaning of all carpets and upholstery which shall have been soiled during the tenancy
- (q) Allow the Landlord and the Superior Landlord and their respective Agent(s) with or without workmen to enter the property at all reasonable times i.e. Monday to Saturday between 08:30 to 18:30 (except special circumstances) during the whole period of tenancy upon notice of 24 hours in advance by way of text message or email (excluding emergency situations) for the purposes of repairing and painting the outside thereof or of carrying out or completing any structural or other necessary or proper repairs to the Property or maintenance of any of the said fittings and equipment.
- (r) Allow the Landlord, his Agent(s) or those with written authority from the Landlord or the Landlord's Agent upon giving reasonable notice by way of afore mentioned or by post if required for the purposes of viewing and examining the property and fixtures by the potential tenants and buyers during reasonable times with prior notice of 24 hours in their presence or absence during working hours.
- (s) Allow the Landlord or the Agent(s) with or without workmen and others upon giving reasonable notice (except in an emergency) to enter upon the property at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Property and of the furniture equipment and effects therein and thereupon to permit the Landlord or the Agent to give to the Tenant notice in writing of all dilapidations wants of repair, cleansing, painting, amendment and restoration to the Property then found and for which the Tenant is liable herein and by such notice to require the Tenant to repair, cleanse, paint, amend and restore and make good the same respectively within one week from service of such notice and if the Tenant fails to execute the aforementioned work within the said period of one week then Landlord will be legally justified to enter upon the Property and execute such work at the reasonable expense of the Tenant and pay to the Landlord the reasonable expenses of any such work upon demand on a full indemnity basis.
- (t) Not remove the furniture equipment and effects specified in the Inventory or any part thereof or any substituted furniture equipment and effects from the Property under any circumstances.
- (u) Not assign, underlet, charge or part with or share possession or occupation of the Property or any part thereof
- (v) Not carry on or permit to be carried on from the Property any profession, trade or business whatsoever or let apartments or receive paying guests on the Property but use the same as a private residence in the occupation of the Tenant and his immediate family only or where the Tenant is a corporation an employee of the Tenant first approved in writing by the Landlord (such approval not to be unreasonably withheld) and his immediate family only and being in any case in total no more than the listed persons on the Tenancy except for occasional guests
- (w) Not leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving notice to the Landlord of the intention of so and obtaining a written acknowledgment from the Landlord of such notice
- (x) (i) Not 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 under any circumstances unless prior written consent of the Landlord or his/her Agent(s), in other case, the liable tenant(s) will be charged for £25 per day for breach of contract as well as £50 for lock replacement and new key(s) from the day of first information of occurrence.
- (ii) If any such additional keys are made, they have to be made through the Landlord or the Agent(s) by paying the cost and deliver the same up to the Landlord at the expiration or sooner determination of the tenancy and in the event that any such keys have been lost, pay to the Landlord on demand £25.00 per key for costs incurred by the Landlord in replacing locks to which the lost key belonged.

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- (iii) If the Agent is called out between 10am and 5pm as a result of a tenant(s) lock themselves out of the property, an out call charge of £15.00 and further charge of £15.00 for replacement keys will be due from the Tenant(s). If the Tenant(s) are locked out of the Property out of hours; then a minimum charge of £45.00 will be applied for a Locksmith to attend. Further know that neither the Agent nor the landlord hold any responsibility or liability to reimburse the costs of the tenant(s) employing a third party contractor to partake in any works against the property.
- (y) Not do or suffer to be done any act or thing which may be a nuisance or annoyance to the Landlord or to the occupiers of any adjoining premises or which may vitiate any insurance of the Property or the contents thereto against fire or otherwise increase the ordinary premium thereon and in particular without prejudice to the generality of the foregoing not to use or play any electrical or musical instruments of any kind or practice any singing in the Property so as to cause annoyance to nearby residents or occupiers or at all so as to be audible outside the property between the hours of 11pm and 9 am
- (z) Not affix or exhibit or permit or suffer to be affixed or exhibited on or from the Property so as to be visible outside the same, any flag, placard, sign, or poster of any description and not affix to the windows of the Property externally or internally any venetian blinds or other blinds except of such colour and construction as shall be previously approved by the Landlord and not hang or expose in or upon any part of the Property so as to be visible from the outside any clothes, washing of any description or any other articles except in an area of the garden (if any) specifically set aside for this purpose.
- (aa) Clean all the windows of the property and all net curtains therein as often as necessary during the tenancy and at the end of the tenancy
- (bb) Not deposit any store of coal or fuel elsewhere than in any receptacle or tank provided for the purpose nor keep any combustible or offensive goods, provisions or materials in or on the property
- (cc) Not permit any waste, spoil or destruction of the Property
- (dd) Not keep any animals, birds, reptiles or rodents on the Premises.
- (ee) Not store any bicycles in the hallway
- (ff) Ensure that whenever the Property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated
- (gg) (i) Not pull down, alter, add to or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or decorative scheme or colours thereof
 ii) Not do or permit or suffer to be done anything upon the Property which shall cause damage to or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces and in particular without prejudice to the generality of the foregoing shall not hang, affix, place or stand any picture, placard, poster or similar item upon in or against any wall and shall not pierce, nail, screw, peg or bolt into any walls or ceilings
- (hh) Pay the Landlord's or Agent's reasonable costs of and in connection with:-
- (i) The preparation of this Agreement
 - (i) Any check required by the Tenant at the Commencement of the Tenancy of the said Inventory
 - (ii) The checking of said Inventory at the termination of the said tenancy (howsoever the same may be determined) and the preparation of any Schedule of dilapidations whether during or at the end of the said tenancy
 - (iii) All applications by the Tenant for any consent or approval of the Landlord required by the terms hereof including those incurred in cases where a consent is refused or the application is withdrawn
 - (iv) Any breach by the Tenant of any covenant contained in this Agreement whether for the payment of rent or otherwise whatsoever
- (ii) Procure that at all times during the Tenancy hereby created, there is a current valid television receiving licence in force in respect of any television set that is receiving live broadcast or compliance with TV Licence conditions in the Property whether belonging to the Landlord or the Tenant

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- (jj) Give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within seven days of receiving it and not to do anything as a result of the Notice unless required to do so by the Landlord
- (kk) Publicity: The Tenant shall not issue or allow to be issued by a third party or procure or encourage in any way whatsoever any third party to issue any press release or other public announcement related to this Agreement or the Property to which this Agreement relates either written or oral except as required by law or a court order and the Tenant(s) hereby agree(s) to indemnify the Agent and Landlord in respect of any and all costs incurred by the Agent or Landlord upon the Tenant breaching this term of this Agreement and any breach of this term will immediately determine this Agreement
- (ll) The tenant shall report as soon as possible to the landlord or his agent any disrepair and defect in respect of the property and its fixtures and fittings, in addition to any failure of mechanical and electrical appliances; the tenants will be held accountable for any damage caused due to late notification and charged. In case of any unreasonable delay or negligent behaviour to inform the Agent(s) related to above, the Landlord or the Agent(s) will not be held liable for consequential loss, damage or destruction resulting thereafter.
- (mm) Reasonable Notice would be deemed minimum 24 Hours' Notice prior an appointment

Special Conditions:

1. PROVIDED ALWAYS and IT IS HEREBY AGREED as follows:-

- (a) (i) If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 14 days after same shall have become due (whether legally demanded or not) or in the event of the breach of any of the agreements on the part of the Tenant herein contained or implied, or
 - (ii) If the Tenant being an individual shall become bankrupt or being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation as a solvent company) or if the Tenant shall enter into any composition with his creditors or suffer any distress on his goods in the Property;
 - (iii) The Landlord may re-enter on the Property and thereupon the tenancy shall absolutely determine without prejudice to any other remedy of the Landlord and the Landlord may recover possession of the property Any or all other Rights or remedies the landlord may have will remain in force.
- (a) The mandatory requirement under the Housing Act 2004 for all new Assured Shorthold Tenancies to be covered by one of the three schemes authorised by the Government from 6th April 2007
 - (i) The Landlord shall hold the deposit hereinbefore referred to throughout the term of the tenancy only if they are covered by one of the three schemes or will be held by the Landlord's Agent in line with **My Deposits** scheme against dilapidations or if hereby created as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and the payment holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether expressed or implied
 - (i) If recourse shall be had to the deposit during the tenancy the Tenant shall forthwith on demand by way of additional rent pay the Landlord such amount as shall be required to restore the amount of the deposit to the sum herein specified
 - (ii) As soon as practicable after the determination of the tenancy (howsoever the same may be determined) the Landlord shall retain and account to the Tenant for such part of the deposit as the Agent shall reasonably deem necessary to enable the Landlord as at the date of such determination to make good such breach or non-compliance by the Tenant with his obligations hereunder and to pay all costs, charges and reasonable expenses incurred in connection therewith including the Agent's reasonable fees and disbursements and shall account to the Tenant for any balance of such sum. If the deposit shall be insufficient for the purpose aforesaid, the Tenant shall pay to the Landlord forthwith on demand such sum as shall in the reasonable opinion of the Landlord be reasonably required for such purposes
 - (iii) If the Tenant shall determine this Agreement before the expiration of the said term of this Agreement without justified cause connected with the use and enjoyment of the property the said deposit shall be forfeited to the Landlord.
- (b) (i) If any rent or other money payable by the Tenant to the Landlord under the provision hereof shall not be paid within 1 day of the day on which it became due the same shall be payable with a late levy charge of interest calculated at

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4.5% above the bank of interest base rate, calculated on a daily basis for each day that the rent is delayed calculated on a day to day basis from the day upon which it became due down to the date of payment. The Tenant shall also be responsible to pay any bank penalties incurred by the Landlord as a result of late payment of the rent including £35.00 per cheque, unpaid direct debit or missed standing order per instruction.

(ii) Any payment not received will be forwarded to a debt collection agency, and any charges incurred will be paid directly to the Debt Collection Agency and not to the Agents.

(iii) Any person other than the tenant who pays rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the tenant and the Landlord shall be entitled to assume without enquiry

- (c) If the said Inventory has not been prepared and signed the parties hereto prior to the date hereof the Landlord will provide an Inventory to the Tenant within 1 week of the date hereof and the Tenant shall sign and return a copy thereof to the Landlord within 3 days of receipt of the same. If the Tenant shall not return such a signed copy within such period the Tenant shall be deemed to have accepted the Inventory as prepared unless within such period he notified his objections to the same in writing to the Landlord
- (d) Any notice under this Agreement to the Landlord shall be served on the Landlord personally or by registered post. A notice to the Tenant sent by first class post shall be deemed to be delivered within 48 hours after it is placed in the post. Any notice to the Tenant shall be deemed sufficiently served if it is delivered personally or is sent by first class post to the Property and shall be deemed to be received 48 hours after posting.
- (e) The landlord will not accept any responsibility in case of any loss for whatever reason
- (f) The Tenant(s) are advised that the Landlord and/or Agents reserve the right to remedy any breach of the tenancy according to the Housing Act 1988, this Assured Shorthold Tenancy Agreement and its special conditions or any relevant Act of Parliamentary including any amendments. No omission by the Landlord or Agent, to enforce the terms of the tenancy at any time will prejudice the right to enforce terms in the future.
- (g) The term of the tenancy agreement remains as stated on this agreement and is not negotiable. The Tenant(s) must advise us by 1st November 2015 if further tenancy is required for the Property.
- (h) Dispute Resolution: Any dispute shall be referred to a person having appropriate professional qualifications and experience in such matters ("the Expert") appointed jointly by the parties or in default by the President for the time being of the Royal Institution of Chartered Surveyors (or on his behalf) on the application of either party. The Expert shall act as an expert and not as an arbitrator. The decision of the Expert shall be final and binding upon the parties and the following provisions shall apply to the Expert: - (1). The charges and expenses of the Expert shall be borne equally between the parties or in such other proportions as the Expert may direct and the parties will pay their proportions before sending their written representations; (2) the Expert shall give the parties an opportunity to make written representations to him before making a decision; (3) the Expert shall be entitled to obtain opinions from others if he so wishes; (4) the Expert shall make his decision on any dispute within the range of any representations made by the parties; (5) the Expert shall give written reasons for his decision; (6) the Expert shall comply with any time limits or other direction agreed by both parties on or before his appointment; (7) the Expert shall give his decision of the final written representations submitted by the parties.

2. The Landlord agrees with the Tenant as follows:-

(a) That the Tenant paying rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord. But:

(i) This clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise;

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(ii) This clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the tenant breaks any of the terms of this Agreement

(iii) This clause excludes the use of the Garage by the Tenants, and the Garage is not regarded as part of the Tenancy. This may be used by the Landlord from time to time, but if required access through the property, then minimum notice will be given.

- (a) To return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by reason of fire or any insured risk (unless the insurance is vitiated as a result of the act or default of the Tenant) the amount in case of dispute is to be settled by arbitration under Part 1 of the Arbitration Act 1996
 - (b) Pay the rent reserved by the said Superior Lease and observe and perform the terms and conditions thereof so far as it is not the Tenants responsibility so to do pursuant to the terms hereof and pay all outgoings in respect of the Property
 - (c) To insure or, if the said Superior Lease provides for the Superior Landlord to insure to procure the insurance of the Property and the said furniture, fixtures and effects with a reputable company and to keep the same insured during the period of the Tenancy against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy
 - (d) To maintain his obligations regarding repair further to s.11 Landlord & Tenant 1985, in so far as to:
 - (i) Keep in repair the structure and exterior of the property (including drains, gutters and external pipes);
 - (i) Keep in repair and in proper working order the installations in the dwelling house for the supply of water, gas and electricity and sanitation (including basins, sinks, baths and sanitary conveniences but not of the fixtures, appliances for making use of the supply of water, gas or electricity); and
 - (ii) to keep in repair and proper working order installations in the dwelling house for space heating and heating water.
 - (e) To ensure that the Property has an up-to-date gas safety certificate under the Gas Safety (Installations and Use) Regulations Act 1998. All gas appliances, flues and other fittings to be checked annually to ensure they are safe and working properly
 - (f) To comply with the obligations under the Fire and Safety Regulations 1988. All of the Landlord's furniture and furnishings, including sofas, bed, cushions and pillows, must meet these fire safety standards.
 - (g) To pay and indemnify the Tenant against all charges in respect of the Property except those which by the terms of the Agreement the Tenant has expressly agreed to pay
 - (h) To pay the balance of the Deposit to the Tenant as soon as possible after the conclusion of the tenancy, minus any reasonable costs incurred for the breach of any obligation. Where applicable, the Landlord may retain the Deposit until the Local Authority Confirms that no Housing Benefit paid to the Landlord is repayable.
3. The Landlord hereby warrants that the Landlord is legally entitled to grant the tenancy hereby created and has obtained any appropriate consent from any Mortgagee or Superior Landlord or other interested party and that the property hereby agreed to be let is not subject to any restrictive or other covenants or stipulations which have not been disclosed to the Tenant and the observance and performance of which would restrict or lessen the Tenant's enjoyment of the said Property

4. GROUND 1 NOTICE Schedule 2 to the Housing Act 1988

The Landlord notified the Tenant that possession of the Property may be recovered under Ground 1 in Schedule 2 to the Housing Act 1988.

This requires the Court to order possession of the premises where the Landlord has previously occupied the Property as his only or principal home or requires the Property as the only or principal home of the Landlord or the Landlord's spouse

5. GROUND 2 NOTICE Schedule 2 to the Housing Act 1988

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The Landlord notifies the Tenant that the possession of the Property may be recovered under Ground 2 of Schedule 2 to the Housing Act 1988.

This requires the Court to order possession where:

- (i) The Property is subject to a mortgage or charge granted before the beginning of the Tenancy; and
- (ii) The Lender is entitled to exercise a power of sale; and
- (iii) The Lender requires possession of the Property in order to dispose of them with vacant possession when exercising the power of sale

PROVIDED ALWAYS AND IT IS HEREBY AGREED

6. Notice

Under Section 48 of the Landlord and Tenant Act 1987, the Tenant is hereby notified that notices (including notice in proceedings) must be served on the landlord by the Tenant at the following address:

C/O Kingstons, 91 Wyeverne Rd, Cathays, Cardiff, CF24 4BG

PRESCRIBED INFORMATION RELATING TO TENANCY DEPOSITS

**My Deposits– insurance backed scheme
(Operated by Tenancy Deposit Solutions Limited)**

NOTE: The Landlord must supply the Tenant with prescribed information regarding any tenancy deposit required to be dealt with under either the custodial or the insurance backed tenancy deposit schemes.

The Tenant must also be given a copy of the Deposit Protection Certificate (which must be signed by the Landlord/Agent). This Certificate gives most but not all of the prescribed information so the Landlord/Agent must also give this notice to the Tenant.

To:

1. *The name, address and contact details of the Scheme Administrator of the Tenancy Deposit Scheme that is safeguarding your tenancy deposit is:*

My Deposits
3rd Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

Telephone Number 0871 703 0552

Fax Number 0845 634 3403

Email address: info@mydeposits.co.uk

2. *Information contained in a leaflet supplied by the Scheme Administrator to the Landlord explaining the operation of the provisions contained in the statutory scheme.*
3. *Information on the procedures applying for the release of the deposit at the end of the tenancy.*
4. *Procedures that apply under the Scheme where either the Landlord or the Tenant is not contactable at the end of the tenancy.*

If the Tenant cannot contact the Landlord or the Landlord cannot the Tenant at the end of the tenancy either can initiate a dispute by notifying the Scheme Administrator.

5. *Procedures that apply under the Scheme where the Landlord and the Tenant dispute the amount to be repaid to you in respect of the deposit.*

6. The facilities available under the Scheme for enabling a dispute relating the deposit to be resolved without recourse to litigation.

See Tenant's Leaflet and the form attached to Tenant's document and the reverse of the Deposit Protection Certificate

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7. Tenancy specific information

- (a) **Deposit amount see page 1 of tenancy agreement.**
- (b) Address of property to which the tenancy relates.

(c) Name, address and details for Landlords:

Name:
Address: , , ,

- (d) Name, address and contact details of the Tenant(s) (in the case of joint tenants insert this information for all tenants).

NOTE: These are the addresses which will be used by the Landlord/Scheme Administrator for the purpose of contacting the tenant at the end of the tenancy

Name of Tenant(s):

Lead Tenant:

- (e) Name, address and contact details of any other person (third party/interested party) who pays a deposit on behalf of the Tenant (or any of them) where there is more than one:

(NO THIRD PARTY INVOLVED AS PAYMENTS FOR THE DEPOSITS ARE ACCEPTED AS THE NAMED TENANTS)

- (g) Circumstances when all or any part of the deposit may be retained by the Landlord.

IMPORTANT NOTE This information has to be supplied by reference to the tenancy agreement and it is based on the Standard AST Agreement.

- (i) Non-payment of any Rent
- (i) Non-payment of any bills for the property
- (ii) Failure to keep to any of the agreements or conditions contained in the Tenancy Agreement
- (iii) Reasonable compensation if you have broken any of your agreements contained in the Tenancy Agreement
- (iv) Reasonable cost of making good any damage which is not caused by fair wear and tear
- (v) Failure to produce satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone)
- (vi) Non-payment of interest on any outstanding rent or other money legally payable.
- (vii) Reasonable costs if you fail to remove furniture or goods at the end of the tenancy
- (viii) Non-payment of any administration fee
- (ix) Reasonable costs for sending reminder letters as specified in the Tenancy Agreement
- (x) Reasonable costs for any cheque that does not clear, as specified in the Tenancy Agreement
- (xi) Reasonable costs for replacing locks on failure to return any key/replacement keys
- (xii) Reasonable costs for making good any damage due to failure to defrost the fridge
- (xiii) Reasonable charges for preparing and checking any inventory/condition schedule

Please refer to the rest of the Tenancy Agreement for further information.

I/We (being the Landlord) certify that –

- (i) The information provided under paragraph 7 above is accurate to the best of the Landlord's knowledge and belief
- (ii) I/We have given the Tenant(s) the opportunity to sign any document containing the information provided by me/us by way of confirmation that the information is accurate to the best of the Tenant's knowledge and belief

Dated: 21/03/2015

Landlord(s):

(Authorised to sign as Agent on behalf of all the Landlords where there are joint Landlords)

I/We being the Tenant(s) named above acknowledge that I/we have been given the opportunity to read and consider the information provided above and I/we confirm that the information is accurate to the best of my/our knowledge.

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Dated: 21/03/2015

NOTES

- (1) The legislation requires that the information contained in this document be given to the Tenant(s) within 30 days of receipt of the deposit.
 - (1) It is open to the Tenant(s) to confirm this information by checking direct with the Scheme Administrator.



Tenants Undertaking

This document is intended to ensure that tenants are aware of their responsibilities relating to anti-social behaviour, waste management and fire safety.

Anti-Social Behaviour

This can be defined as 'an action likely to cause harassment, alarm or distress, or behaviour which prevents others from enjoying an acceptable quality of life'.

Examples of anti-social behaviour could include:

Harassment, Excessive Noise, Vandalism, fly posting or graffiti, Drunk and disorderly conduct and rubbish dumping.

Tenants should ensure that nothing that they or their visitors do will interfere with other occupants within the house or the neighbourhood. The result of anti-social behaviour on the part of a tenant and/or any of their visitors could include eviction and/or retention of bond money for repairs.

In addition, cases can be referred to the local Anti-social behaviour coordinator which could result in the service of an Anti-Social Behaviour Order.

Waste Management

Tenants have a responsibility to co-operate with the provisions in place for the storage and collection of domestic refuse and recyclable materials. And to make sure that refuse and recycling is placed in appropriate containers and placed out at the correct location for collection at the correct time.

Initials:
 Agent Primary Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant

If refuse is allowed to accumulate in front forecourts or rear yards/gardens, or found to be dumped in the street, action may be taken against tenants by the Council. Such action includes prosecution in the Magistrates Court.

For Timings of Rubbish Collection – a copy can be obtained from Cardiff Council – 02920872087 and is also issued as part of Kingstons Tenant Pack.

All waste must be placed outside the boundaries of the property after 4.30pm the day before the scheduled collection and no later than 6.00am on the scheduled day of collection.

Fire Safety

The fire precautions are there for the protection of the occupants of the property and should never be interfered with in any way.

Fire Doors

Never prop, wedge, tie or otherwise keep a fire door open and never disconnect any door closing mechanism. The fire door is there to prevent the speedy spread of a fire throughout the property and to save lives.

Fire Alarms

If the fire alarm sounds, make your way quickly out of the property via the escape route which is normally be the hall, stairs and landings. Never assume that a fire alarm is false.

If a fire has spread because of your interference with the fire escape systems and procedures, you may face civil proceedings by the landlord to recover costs for any additional damage caused.

If you think that the fire alarm is sounding falsely, or if the control panel shows a fault, contact your Landlord or Kingstons 02920409999.

The escape route

Familiarise yourself with the escape route. Within Kingstons properties a number of displays are placed directing you to the escape route. Always keep the escape route free from obstructions. Obstructions of the escape route may delay escape from the property in case of a fire and could result in casualties.

Firefighting equipment

Never misuse firefighting equipment. Report any missing, damaged or discharged fire extinguishers to Kingstons as soon as possible.

Calling Fire Service

Never assume that someone else has called the Fire Service. Give the exact address clearly and accurately. Remember that the fire alarm does not sound in the fire station.

I/We the Tenant have been informed of my responsibilities in relation to anti-social behaviour, waste management and fire precautions at this property.

I/We confirm that I will co-operate with the Landlord/Kingston's in all of the above respects and understand the consequences if I do not.

Tenant Signature

.....
.....

Initials:
Agent Primary Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant Tenant

Deposit Protection for Joint Te

- my|deposits members should use this form to collate the details of tenants on the Joint
- Provide evidence that you have received the consent of all of the Joint Tenants to not
 - Record alternative forwarding addresses for each Joint Tenant.
 - Record details of new Joint Tenants and/or update details of Joint Tenants that leave
 - Record any updated alternative addresses if they change during the tenancy.
 - In the case of a deposit dispute an updated copy of this form should be sent to my|deposits (Please contact my|deposits on 0844 980 0290 (8.30am to 5.30pm Monday-Friday) for

Member Name:

Rental Property Address:

Deposit Amount: **Tenar**

Tenant Information: by signing this form you agree to the appointment of

Tenant's Full Name/ Tenant's Signature	Tenant's Forwarding Address	Tenant's Tel Number and
Sign: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____

Please use an additional Joint Tenancy Information Form if there are more than five Joint Tenants.



Deposit Protection for Joint Tenancy Agreements

mydeposits.co.uk

my|deposits members should use this form to collate the details of tenants on the Joint Tenancy Agreement Form. The information on this form can be used to:

- Provide evidence that you have received the consent of all of the Joint Tenants to nominate a Lead Tenant.
 - Record alternative forwarding addresses for each Joint Tenant.
 - Record details of new Joint Tenants and/or update details of Joint Tenants that leave or are replaced. NB Please remember to update **my|deposits** of these changes.
 - Record any updated alternative addresses if they change during the tenancy.
 - In the case of a deposit dispute an updated copy of this form should be sent to **my|deposits** with your Rebuttal Evidence.
- Please contact **my|deposits** on **0844 980 0290** (8.30am to 5.30pm Monday-Friday) for further information on Joint Tenancy Agreements.

Member Name:	<input type="text"/>	my deposits Member Number:	<input type="text"/>
Rental Property Address:	<input type="text"/>		
Deposit Amount:	£ <input type="text"/>	Tenancy Start Date:	<input type="text" value="XX/XX/XXXX"/>
		Tenancy End Date:	<input type="text" value="XX/XX/XXXX"/>
Tenant Information: by signing this form you agree to the appointment of <input type="text" value="Tenant Name"/> as Lead Tenant			

Tenant's Full Name/ Tenant's Signature	Tenant's Forwarding Address	Tenant's Telephone Number and Email	If details change by the end of the tenancy add the updated information here. Alternative Address at End of Tenancy	Tenant's Telephone Number and Email
Sign: _____	Postcode: _____	Email: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____	Postcode: _____	Email: _____
Sign: _____	Postcode: _____	Email: _____	Postcode: _____	Email: _____

Please use an additional Joint Tenancy Information Form if there are more than five Joint Tenants.