

AN AGREEMENT

BETWEEN

LANDLORD

Shaw White Estates

AND

TENANT

Hayley Louise Mussell and Joseph Robert Mussell

CONCERNING THE PROPERTY

3 Portley Wood House 23 Portley Wood Road Whyteleafe Surrey CR3 0BQ

Dated 30/7/2018

ASSURED SHORTHOLD TENANCY AGREEMENT

Agreement Particulars

AGREEMENT for the letting of a Furnished or Unfurnished Dwelling on an Assured Shorthold Tenancy under Part 111 of the Housing Act 1996 Pursuant to Part 1 of the Housing Act 1988

| 1. DATE | 30/7/2018 | |
|------------------------------|---|--|
| 2. LANDLORD Name and Address | Shaw White Estates of Suttondene 17 The South Border Purley CR8 3LL | |
| 3. TENANT Name and Address | Hayley Louise Mussell and Joseph Robert Mussell of 44 Markfield Court Wood Lane Croydon CR0 9HL | |
| 4. ADDRESS OF PROPERTY | 3 Portley Wood House 23 Portley Wood Road Whyteleafe Surrey CR3 0BQ | |
| 5. TERM OF TENANCY | Twelve months From and including: 31/07/2018 To: 30/07/2019 | |
| 6. RENT | Rent: One Thousand Two Hundred and Fifty Pounds (£1250.00) per calendar month subject to any further provisions within this Tenancy Agreement. Payable: each month in advance. First Payment: payable to Leaders Limited (the Landlord's Agent of 2 - 4 Mulgrave Road Sutton Surrey) to be received as cleared funds on or before the 31/07/2018. Subsequent payments: by one standing order, to be received on or before the 31st day of each month, payable to Leaders Limited (the Landlord's Agent). Bank account details: Leaders Limited Client Account: Account number 39542084. NatWest Bank, PO BOX 12258, 1 Princess Street, London, EC2R 8BP. Sort Code: 60-00-01. | |
| 7. DEPOSIT | Deposit: One Thousand Eight Hundred and Seventy Five Pounds (£1875.00) Payable by the Tenant to Leaders Limited (The Landlord's Agent) as cleared funds on the commencement of the Tenancy. Held in accordance with Clause 2 of the attached Tenancy Terms and Conditions | |
| 8. WHEREAS | The Landlord shall let and the Tenant shall take the Property as an Assured Shorthold Tenancy for the Term and the Rent stated in these Agreement Particulars and as set out in the attached Tenancy Terms and Conditions. | |

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The Landlord further gives Notice to the Tenant that the Landlord may be entitled to possession of the Property on Grounds 1, 2 and 8 in Part 1 of Schedule 2 of the Housing Act 1988 and any of the Grounds in Part 2 Schedule 2 of the Housing Act 1988.

The Landlord hereby gives notice to the Tenant pursuant to Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address of the Landlord's Agent 2 - 4 Mulgrave Road, Sutton, Surrey SM2 6LE

Individually and Specially Negotiated Clauses

These listed additional clauses, as detailed below, should be read as incorporated in the attached Tenancy Agreement.

The Landlord and the Tenant agree:

1. Tenant insurance

The Landlord grants the Tenancy of the Property to the Tenant upon the condition that the Tenant holds insurance adequate to protect against any accidental damage caused by the Tenant to the Property its contents, furniture, fixtures and fittings not belonging to the Tenant and any liability that the Tenant may incur as the occupier of the Property and that the Tenant will provide written proof of such cover at the commencement of the Tenancy to the Landlord's Agent.

2. Non smoking

The Landlord grants the Tenancy of the Property to the Tenant upon the condition that the Tenant will not smoke or permit the smoking of any tobacco products within the Property, Building or its environs.

3. Assignment prohibited

That the Tenant will not assign, underlet, charge, part with or share possession or occupation of the Property or any part of it provided always that the Tenant shall be permitted to share the occupation with any person(s) named in the Particulars as Permitted Occupants on a Rent free licence, but such persons shall obtain no benefit from the Rights of Third Parties Act 1999.

4. Break clause - Notwithstanding the Term of this Tenancy

- 4.1. The **Landlord** shall be entitled to serve upon the Tenant Statutory Notice of not less than two calendar months pursuant to Section 21 of the Housing Act 1988 to break this tenancy. Such Notice:
 - 4.1.1. May not be served during the first four months and shall not expire before the end of the **eighth** month of the Term.
 - 4.1.2. Shall be given to expire on the last day of a period of the Tenancy and be served in writing
 - 4.1.3. Shall be served in accordance with the attached Tenancy Terms and Conditions.
- 4.2. The **Tenant** shall be entitled to terminate this Tenancy by giving not less than **two** calendar months' notice to break this tenancy provided that such Notice:
 - 4.2.1. Shall not expire before the end of the **eighth** month of the Term.
 - 4.2.2. Will expire on the last day of a period of the Tenancy and shall be served in writing.
 - 4.2.3. Shall be served in accordance with the attached Tenancy Terms and Conditions.
 - 4.2.4. This clause replaces and or amends any relevant clauses within the attached Tenancy Terms and Conditions and in particular Part Four Clause 1.2.
- 4.3. The Tenant acknowledges that should a Notice of termination in accordance with 4.2 be issued, such Notice cannot be rescinded.

5. Joint Tenants/Sharers

- 5.1. The Tenants agree and understand that in entering into this Tenancy Agreement they commit themselves (and their guarantors – if applicable) to pay the Rent and abide by the terms set out in the Tenancy Agreement for the whole of the length of the Term of the Tenancy and potentially any continuation and that if they wish to leave early there is no obligation upon the Landlord to release them.
- 5.2. The Tenants who are taking this Tenancy jointly as sharers further understand that if at any time before the end of the Tenancy they decide that they want to leave the Property they will still remain liable until and unless the Landlord or the Landlord's Agent has agreed the terms of a new Tenancy with the remaining Tenants.
- 5.3. In the event that, at the end of the Tenancy Term, the Tenants cannot agree as to whether to renew (with the Landlord's agreement) or vacate the Property, all of the Tenants accept that they will, jointly as sharers, remain liable for all obligations and responsibilities under the terms of the

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Read this document carefully and thoroughly. Once signed and dated this Tenancy Agreement will be legally binding and may be

Tenancy Agreement until and unless the Landlord or the Landlord's Agent has agreed the terms of any new Tenancy or the Landlord is granted vacant possession.

Tenancy Agreement Signature Page

Read this document carefully and thoroughly. Once signed and dated this Tenancy Agreement will be legally binding and may be enforced by a Court. If you are in any doubt about the content of this Tenancy Agreement, we recommend that you seek independent legal advice before signing.

Landlord Signature

| Signed | Docusigned by: Michael Wilson 461A6378FD6A4BA | Print Name: Michael Wilson |
|--------|--|-----------------------------|
| | As Agent for and on behalf of the Landl Shaw White Estates | ord |

Tenant Signature

| Signed | DocuSigned by: L MM S (b) A 38885 243865435 |
|-----------|--|
| Full Name | Hayley Louise Mussell |
| | |
| Signed | DocuSigned by: JOSHAWAL ACDE6BE9282443B |
| Full Name | Joseph Robert Mussell |

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