

**Common Law Head Tenancy Agreement**  
**(Sulets Premium Service)**  
**(Guaranteed Rent)**

Tenancy Reference: [ref]

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. The parties intend that the tenancy will be a tenancy at common law.

**WARNING:** Once signed by both parties, and dated by the Tenant, this Agreement is a **legally binding contract**. There is no “cooling-off period” or statutory right to cancel. If either the Landlord or the Tenant fails to meet their obligations in this Agreement, the other is entitled to claim compensation for losses suffered and/or expenses reasonably incurred as a result of that failure. A party claiming compensation must take reasonable steps to keep its losses and expenses to a minimum. In the case of a landlord who is unable to provide the Property for the Tenancy Period, such losses and expenses will include (but may not be limited to) the Tenant’s loss of net income receivable from its sub-tenants and/or the costs of providing alternative accommodation for its sub-tenants.

**Date**

**Landlord(s)** [Name]  
[Address]

**Tenant** Student Union Lettings Limited (company number 08140750)  
Ground Floor, Campus Centre Building, Mill Lane  
Leicester  
LE2 7DR

**Property** [property address]  
Including any garden and outbuildings

**Contents** The fixtures, fittings, furniture, carpets, curtains and other effects listed in the inventory to be provided at the start of the tenancy

**Tenancy Period** From and including 01/07/2020  
Up to and including 31/07/2021

**Maximum Occupancy** [ ] persons

**Rent and Payment Dates** £[amount] for the Tenancy Period, payable by instalments as follows:

Payment Date	Amount Due
01/07/2020 (Start of Tenancy)	£0.00
30/08/2020	
22/10/2020	
20/01/2021	
04/05/2021	

The Tenant will pay the Rent in the instalments and within 7 working days of the Payment Dates set out in this Agreement.

**AGREEMENT TO CREATE A TENANCY**

The Landlord agrees to grant and the Tenant agrees to take a tenancy of the Property for the Tenancy Period on the Standard Letting Terms, as varied or supplemented by any Special Letting Terms, in this Agreement.

The tenancy will take effect in possession on the first day of the Tenancy Period and will be a lease by parol to which section 54 of the Law of Property Act 1925 applies.

The parties' names and addresses set out above are to be used for all notices served in connection with the tenancy, until written notification of a different name or address is given by the Landlord to the Tenant or vice versa.

This Tenant is under no obligation to sign and date this Agreement unless and until the Tenant is satisfied that it will be able to sub-let the Property to students (which will usually mean that prospective sub-tenants have agreed, in principle, to take the Property) for the full Tenancy Period.

## **STANDARD LETTING TERMS**

In this Agreement:

- (a) provisions relating to the Property apply to every part of it, and to the Contents and any rights normally associated with the Property unless specified to the contrary under section E;
- (b) when two or more persons are together the Landlord, they are responsible for their obligations both jointly and individually;
- (c) the headings are only for convenience and are not part of the Letting Terms;
- (d) if the Landlord holds the Property on a lease, the Landlord will comply with the terms of the lease and will ensure that the superior landlord complies with the terms of the lease;
- (e) a reference to the Landlord includes the persons from time to time entitled to receive the Rent;
- (f) any reference to legislation is a reference to that legislation as amended or re-enacted from time to time;
- (g) where matters in this Agreement require permission, approval, consent, agreement or similar, such permission etc. shall be recorded in writing.

## **A LANDLORD'S OBLIGATIONS**

### **A1 *Suitability for use***

A1.1 Throughout the Tenancy Period the Landlord will give the Tenant:

- (a) exclusive uninterrupted occupation of the Property;
- (b) exclusive use of the Contents;
- (c) a right of way over any route normally used with the Property;
- (d) working television aerial point;
- (e) working broadband access in each room (through wired or wireless connection) to the internet, suitable for the needs of student residents. The broadband service must:
  - i. be functioning by the first day of the Tenancy Period;
  - ii. include giving the Tenant, before the tenancy starts, any encryption code necessary to access the service;
  - iii. be a service that is for the exclusive use of the Property;
  - iv. normally be accessible at any time;
  - v. not restrict the number of hours' usage;
  - vi. not restrict data usage;
  - vii. be capable of being used by all occupiers at the same time;
  - viii. have a router sited in a part of the Property that is accessible by all occupiers; and
  - ix. be maintained by the Landlord in good repair, condition and proper working order.

A1.2 Prior to the start of the Tenancy Period the Landlord will:

- (a) ensure that the Property has a BT telephone line installed;
- (b) carry out the works (if any) specified in the Schedule to this Agreement, using good quality materials and workmanship. If works specified in the Schedule have not been completed to the Tenant's reasonable satisfaction by the start of the Tenancy Period, the Tenant may terminate this Agreement by giving notice to the Landlord to that effect;
- (c) ensure the Property complies with Sulets' Code of Standards;
- (d) ensure that all prior occupiers have vacated the Property and removed their possessions from it
- (e) ensure that the Property is in all respects fit for habitation and beneficial occupation.

A1.3 Utilities

- (a) Immediately prior to the start of the Tenancy Period the Landlord will ensure that the Property is connected to the main electricity, water and gas (if the Property has gas appliances) supplies.
- (b) if immediately before the start of Tenancy Period the Property was not let or was let to someone other than the Tenant the Landlord will:
  - (i) provide details of the utilities accounts to the Tenant at least 7 days before the start of the Tenancy Period;
  - (ii) notify the Tenant of any actual or potential arrears or disputes relating to those accounts as soon as practicable after becoming aware of them;
  - (iii) take responsibility for payment of any arrears on the utilities accounts and resolution of any disputes with the utilities suppliers relating to supplies made to the Property before the start of the Tenancy Period.
- (c) If the Landlord fails to comply with its obligations in clause A1.3 (a) or (b) the Tenant may take all such steps as are reasonably necessary to protect the utilities connections and supplies and the Landlord shall indemnify the Tenant against all losses suffered and expenses incurred in doing so;
- (d) The Tenant may deduct from the Rent all sums for which the Landlord is liable under clause A1.3 (c).

## **A2 Maintenance, repairs and statutory compliance**

- A2.1 If the Property requires a licence or licences to enable it to be let as a House in Multiple Occupation or otherwise the Landlord will obtain such licences before the start of the Tenancy Period. The Tenant shall be entitled to end this Agreement immediately if, at the start of the Tenancy Period, the Property should be licensed but is not. The Landlord will comply with all conditions in any licence relating to the Property, and will renew such licence when it is due to expire or in the event of a disposal of the Landlord's interest in the Property. The Landlord will indemnify the Tenant against all expenses incurred (including penalties and fines) and all losses sustained as a result of the Landlord's failure to comply with conditions in a licence or to have or maintain a valid licence when one is required.
- A2.2 If the Property requires planning permission to enable it to be occupied as a House in Multiple Occupation the Landlord will obtain such planning permission before the start of the Tenancy Period. The Tenant shall be entitled to end this Agreement immediately if, at the start of the Tenancy Period, the Property does not have planning permission for its intended use as shared residential accommodation for students.
- A2.3 Before the Tenancy Period starts, the Landlord must provide the Tenant with an energy performance certificate, gas safety certificate (if gas is supplied to the Property), legionella test certificate, portable appliance test certificate for each portable electrical appliance provided by the Landlord, domestic electrical installation certificate or electrical installation condition report if the electrical installation is more than 5 years old, and a minor works certificate (if applicable) for the Property. All certificates must be current and all testing must be carried out by a qualified and competent person.
- A2.4 The Landlord will ensure that controls for installations (eg water stop-cock; electrical consumer unit; gas supply switch; broadband router; central heating boiler; alarm panel) are accessible by all occupiers and not located in a part of the Property intended for exclusive use of one occupier.
- A2.5 The Landlord will ensure that the Property and the Contents are clean and in good repair, condition and decorative order at the start of the Tenancy Period with all plant and equipment in proper working order.

A2.6 Subject to clause B3 the Landlord will, throughout the Tenancy Period, maintain the Property in good repair, condition and proper working order, in particular, without limiting that general obligation:

- (a) the outside of the Property (including the maintenance of the garden during growing season, drains, gutters and external pipes);
- (b) the structure of the Property;
- (c) the installations for the supply of water, gas (if any); electricity and sanitation;
- (d) the fixtures, fittings and appliances in the Property;
- (e) the installations for space heating and heating water;
- (f) the broadband service.

and ensure that the Property meets all statutory or regulatory requirements applicable to a shared student house, as well as all requirements set out in the Sulets Code of Standards from time to time (as if the Landlord were the occupiers' immediate landlord).

A2.7 If any internal disrepair occurs as a result of things that it is the Landlord's responsibility to maintain or repair, the Landlord shall be liable to make the internal repair (for example, if a leaking gutter damages internal decorations, the Landlord will reinstate the internal decorations as well as repairing the leak).

A2.8 If the Tenant notifies the Landlord of the need for repair and/or maintenance, the Landlord will carry out such repair and/or maintenance as follows:

- (a) In the case of an **Emergency Repair**, the Landlord will carry out the repair within 24 hours of the Tenant reporting the need for repair. If the Tenant is unable to contact the Landlord within 4 hours of the occupier reporting the need for repair, or if the Landlord fails to carry out the repair within 24 hours, the Tenant will be entitled on the Landlord's behalf at the Landlord's expense to carry out any repairs or maintenance necessary to avoid a danger to the occupiers' health and well-being or to avoid serious damage to the Property or the occupiers' health or belongings;
- (b) In the case of an **Urgent Repair**, the Landlord will carry out the repair within 5 working days of the Tenant reporting the need for repair. If the Tenant is unable to contact the Landlord within 48 hours of the occupier reporting the need for repair or if the Landlord fails to carry out the repair promptly, the Tenant will be entitled on the Landlord's behalf at the Landlord's expense attend to any maintenance or disrepair which materially affects the comfort and convenience of the occupier;
- (c) In the case of a **Non Urgent Repair**, the Landlord will carry out the repair within 20 working days of the Tenant reporting the need for repair. If the Tenant is unable to contact the Landlord within 10 working days of the occupier reporting the need for repair, or if the Landlord fails to carry out the repair within a reasonable time the Tenant will be entitled on the Landlord's behalf at the Landlord's expense to attend to any disrepair or maintenance which is neither an Emergency or Urgent disrepair.

### **.A3 Landlord's payments**

A3.1 If the Landlord holds the Property on a lease and/or if the Property is subject to a mortgage, the Landlord will pay the rents and other sums payable under that lease and/or mortgage and will observe all obligations imposed on him by that lease and/or mortgage except for those which are the Tenant's obligations under this Agreement.

A3.2 During the Tenancy Period the occupiers are expected to be and remain exempt from paying council tax (or equivalent), but if during the Tenancy Period any council tax (or equivalent) falls due on the Property and the Tenant cannot recoup it from the occupiers, the Landlord will pay it.

### **A4 Insurance**

The Landlord will:

- (a) arrange and pay for the Building (and the Contents) to be insured;
- (b) take all reasonable steps to arrange for any damage caused by an insured risk to be remedied as soon as practicable;
- (c) arrange for the Tenant's interest to be noted on the insurance policy and notify the insurer that the Property is in the Tenant's head-leasing scheme;

- (d) ensure that the insurance policy does not allow the insurer to recover any money from the Tenant or its subtenants in the event of a claim; and
- (e) refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage (or a fair proportion of the Rent where the Property is partially damaged); and
- (f) refund to the Tenant on demand the costs of finding and providing alternative accommodation for the occupier(s) for the remainder of the Tenancy Period or until the Property is once again fit for use, to the extent that those costs exceed the Rent that would have been payable during that same period.

#### **A5 Indemnity**

The Landlord will fully and effectually indemnify the Tenant against all claims and/or costs (including, without limitation, unsuccessful claims, professional fees, rent reductions, compensation to occupiers, costs of works, alternative accommodation costs and VAT) on an indemnity basis arising from:

- (a) the state or condition of the Property and/or the Contents;
- (b) failure to comply with any of its obligations in this Agreement;
- (c) any misrepresentation made to the Tenant; and
- (d) any breach of the Landlord's obligations in this Agreement.

#### **A6 Access for inspection**

The Landlord will permit the Tenant at any time prior to the start of the Tenancy Period to enter and inspect the Property, or show prospective occupiers round the Property, provided that the Tenant gives reasonable advance notice of the inspection date. The Landlord must also permit the Tenant to have access to the Property following the end of the Tenancy Period to inspect the Property and Contents before the Landlord may submit any charges for damage.

#### **A7 Health and Safety**

The Landlord will produce to the Tenant on request any safety certificate(s) or inspection reports relating to the Property. Before the start of the tenancy (and if any equipment at the Property is replaced) the Landlord will provide the Tenant with a copy of any instructions relating to equipment at the Property which the occupiers are likely to use.

#### **A8 Tenant's right of set off**

A8.1 If at any time the Property is not in good and tenable repair and condition, or fit for use and beneficial enjoyment and the Landlord has failed to comply with his obligations in this Agreement the Tenant shall be entitled to withhold a fair and reasonable proportion of the Rent (or of any other sum the Tenant receives on the Landlord's behalf, whether relating to the Property or not) until the Landlord brings the Property into the condition required by this Agreement.

A8.2 If the Landlord (after being given notice of what is required) fails to comply with his obligations within a reasonable time the Tenant may itself spend such money as is reasonably necessary to bring the Property and/or the Contents to the required condition and may withhold such money from the Rent. The Tenant shall provide an account to the Landlord explaining how it spent any sums pursuant to its rights under this clause.

#### **A9 Locks and keys**

The Landlord will supply the Tenant with keys not later than 10.00 am on the first day of the Tenancy Period as follows:

- (a) bedrooms: 2 copies for each bedroom which has a lockable door,
- (b) front door: 1 full set of keys per occupier, plus one full set for the Tenant (eg 4 bedroomed house = 5 sets)
- (c) back door: 1 full set of keys per occupier, plus one full set for the Tenant

## **B TENANT'S OBLIGATIONS**

### **B1 Payment of Rent**

The Tenant will pay the Rent in the instalments and within 7 working days of the Payment Dates set out in this Agreement.

### **B2 Outgoings**

The Tenant will promptly pay all charges for mains electricity, water and gas (if any) consumed on or supplied to the Property during the Tenancy Period including standing and rental charges as well as charges for units consumed or used during the Tenancy Period. The Tenant will pay the charges for broadband. The Tenant will pay the rental charge for a BT telephone line only if a telephone line is required for broadband. The Tenant will include a clause in its sub-tenancy agreements requiring the sub-tenants to pay for the cost of any telephone calls made from the Property.

### **B3 Repair and Maintenance**

B3.1 The Tenant will promptly notify the Landlord after becoming aware of the need for any repair or maintenance that it is the Landlord's responsibility to carry out.

B3.2 If agreed in writing with the Landlord, the Tenant shall carry out the required repair and/or maintenance on the Landlord's behalf.

B3.3 The Tenant may carry out the required repair and/or maintenance on the Landlord's behalf if the Landlord does not meet the timescales specified in clause A2.8, but shall not be under any obligation to do so.

B3.4 If the Tenant carries out repairs and/or maintenance on the Landlord's behalf pursuant to clause B3.2 or B3.3, the Landlord agrees to pay the Tenant (or allow the Tenant to deduct from the Rent):

- (a) the cost of repair and/or maintenance (as evidenced by the contractor's invoice); and
- (b) an amount equal to 10% of the cost of the repair and/or maintenance;

PROVIDED THAT where the contractor delays in submitting its invoice, the Tenant may withhold a provisional sum from the Rent until the contractor's invoice has been received.

B3.5 Subject to clause A2.8, the Tenant will keep the inside of the Property in as good condition as it was in at the start of the Tenancy Period but provided the Tenant complies with clause B5 the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks that should be insured against under clause A4 or for anything that it is the Landlord's responsibility to maintain or repair.

B3.6 The Tenant will pay for or replace:

- (a) window glass broken by the Tenant or the occupiers during the Tenancy Period;
- (b) any Contents which are damaged destroyed or lost during the Tenancy Period; and
- (c) components of electrical heating or other appliances which become defective due to misuse during the Tenancy Period;

but provided the Tenant complies with clause B5 the Tenant will not be responsible for fair wear and tear caused by normal use or for damage by risks that should be insured against under clause A4 or for anything that it is the Landlord's responsibility to maintain or repair.

B3.7 The Tenant shall not be liable to pay for or replace anything claimed by the Landlord more than one month after the end of the tenancy.

### **B4 Statutory compliance**

B4.1 If any of the certificates referred to in clause A2.3 expires during the Tenancy Period the Tenant will make arrangements to renew the certificate at the Landlord's expense, subject to clause B4.2. For the avoidance of doubt, the Landlord, not the Tenant, is responsible for renewal of any HMO or other licence required to enable the Property to be let.

B4.2 If any work has to be done in order to enable a certificate to be renewed the Tenant will promptly notify the

Landlord. Such work shall be the Landlord's responsibility and at the Landlord's expense.

B4.3 If the Tenant becomes aware of any aspect in which the Property or the Contents may not comply with statutory requirements the Tenant shall as soon as reasonably practicable report the matter to the Landlord. Any work required in order to make the Property or Contents compliant shall be part of the Landlord's responsibility under clause A2.

B4.4 The Tenant shall not be required to provide the Landlord with copies of certificates except for those that are current when the Landlord removes the Property from the Tenant's head leasing scheme or current when the Landlord wishes to sell the Property.

#### **B5 Use of the Property and Contents**

The Tenant will:

- (a) use the Property and the Contents carefully and properly and will not damage them;
- (b) advise occupiers to take proper precautions to prevent the escape of water from the Property and to report any leaks promptly to the Landlord and if the Landlord cannot be contacted the Tenant will treat the leak as an emergency repair;
- (c) advise occupiers not to bring any dangerous article onto the Property;
- (d) advise occupiers to keep gullies waste pipes and drains free from obstruction;
- (e) advise occupiers to keep the Property adequately ventilated and heated.

#### **B6 Allow entry by the Landlord and Agent**

The Tenant will allow the Landlord and/or the Landlord's Agent (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on 7 days' prior written notice (or without notice where repairs are deemed an emergency or urgent) to enter the Property where required for the purpose of:

- (a) repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property; or
- (b) examining the state and condition of the Property and of the Contents or;
- (c) showing the Property to prospective tenants or purchasers

PROVIDED THAT the person exercising this right will show the occupiers evidence of their identity, have due regard at all times for the comfort and privacy of the occupiers and will, wherever possible, avoid any disruption to occupiers and

PROVIDED FURTHER THAT in the case of showing the Property to prospective tenants or purchasers at least one of the current occupiers agrees to this.

#### **B7 No assigning or underletting etc.**

The Tenant will not:

- (a) assign, underlet, charge or part with possession of the whole or any part of the Property, other than to students or prospective students at Leicester University, De Montfort University or another University located in or around Leicester by way of the Tenant's standard sub-lease for students;
- (b) sell, charge or otherwise dispose of, or part with possession of, any of the Contents (unless damaged by the Tenant or missing and replaced with items of similar quality).

#### **B8 Private residential use only**

The Tenant will take reasonable steps to ensure that the occupiers do not use the Property for any profession trade or business and that they will use it only as a private residence for the number of occupiers specified on the front page of this Agreement.

#### **B9 Proper conduct**

The Tenant will take reasonable steps to ensure the occupiers comply with the terms of the Tenant's standard sublease and the Tenant will not itself cause any nuisance at or damage to the Property.

### **B10 No alterations**

Unless such action is reasonably necessary in order to comply with the Tenant's obligations in clause B3 the Tenant will not

- (a) alter or add to the Property internally or externally;
- (b) decorate the exterior of the Property;
- (c) change the decor of the interior of the Property;
- (d) erect any external aerial, satellite dish, or communications apparatus or fixing at the Property;
- (e) install any cabled services to the Property without the Landlord's prior written consent; or
- (f) fix anything to the walls of the Property without the Landlord's prior written consent; and will take reasonable steps to ensure that the occupiers do not do so.

### **B11 Pass on notices**

Within seven days of receipt, the Tenant will give to the Landlord a copy of any notice, order or legal proceedings relating to the Property received by the Tenant from any government department, local or public authority or other party.

### **B12 Obligations at the end of the Tenancy Period**

B12.1 The Tenant will at the end of the Tenancy Period (however it ends):

- (a) hand to the Landlord or the Landlord's Agent all keys to the Property then in its possession and any safety certificates relating to the Property, if the Property is not to be part of the head leasing scheme in the following year;
- (b) give the Landlord vacant possession of the Property;
- (c) leave all the Contents in the same rooms in the Property as they were in at the start of the tenancy;
- (d) ensure that the Property and the Contents are clean and tidy and are in the condition required by these Letting Terms; and
- (e) attend (if requested) an inspection of the Property and Contents to be carried out by or on behalf of the Landlord;

PROVIDED ALWAYS THAT the Landlord has not made any arrangement with the sub-tenants for them to remain in occupation after their sub-tenancy period has expired or a sub-tenant remains in occupation after the term of their sub-tenancy has expired

B12.2 If the Landlord makes an arrangement with the sub-tenants for their continuing occupation after the sub-tenancy period has expired, the Tenant's obligations at the end of the tenancy shall be limited to returning safety certificates if required and any keys that have not been issued to the sub-tenants.

## **C TERMINATION**

### **C1 Landlords right of termination**

C1.1 The Landlord acknowledges that he has no right to cancel this Agreement except as permitted by clause C1.2.

C1.2 The Landlord is entitled to terminate the tenancy by giving the Tenant notice if:

- (a) any instalment of the Rent (or the balance due after the Tenant has made any deductions as permitted by this Agreement) is not received within 28 days of the due date; or
- (b) the Tenant fails to comply in any material respect with any of the Tenant's obligations in this Agreement and the failure has not been rectified within 14 days of the Landlord giving the Tenant notice to comply.

C1.3 If the Landlord terminates this Agreement under clause C1.2, the Landlord shall be entitled to claim from the Tenant the losses it suffers and/or the expenses it reasonably incurs as a result of the Tenant's breach of contract, so that the Landlord is in no better or worse position than s/he would have been in if the Tenant had complied.



## **C2 Tenant's right of termination**

C2.1 The Tenant is entitled to terminate this Agreement by giving the Landlord notice if:

- (a) the Landlord fails to comply with any of the Landlord's obligations in this Agreement and the failure has not been rectified within 14 days of the Tenant giving the Landlord notice to comply. The notice period will be at the Tenant's discretion; or
- (b) the Property is not available with vacant possession and in the condition required by this Agreement at the start of the Tenancy Period; or
- (c) despite its reasonable endeavours, the Tenant has been unable to find an appropriate number of sub-tenants to occupy the Property.

C2.2 If the Tenant terminates this Agreement because of the Landlord's failure to comply with the Landlord's obligations (see C2.1(a) and (b)), the Tenant shall be entitled to claim from the Landlord the losses it suffers and the expenses it reasonably incurs as a result of the Landlord's failure, so that the Tenant is in no better or worse position than it would have been in if the Landlord had complied. The Tenant's losses and/or expenses may include (but are not limited to) fees payable to professional advisors, court fees, loss of profit, damages payable to the Tenant's actual and prospective sub-tenants and staff time. If the Tenant terminates this Agreement because the Tenant is unable to find appropriate sub-tenants to occupy the Property (see C2.1(c)), the Landlord shall not be liable to pay the Tenant's losses and/or expenses.

## **C3 Effect of Termination**

Termination of this Agreement under clause C1 or clause C2 ends the tenancy but does not release the Landlord or the Tenant from liability for any breach of the terms of this Agreement before it was ended.

## **D GENERAL PROVISIONS**

### **D1 Landlord's warranty**

The Landlord warrants and represents to the Tenant that the Landlord:

- (a) has obtained the consent of the superior landlord or mortgagee where required prior to entering into this Agreement;
- (b) has obtained planning consent for the use of the Property as a shared student dwelling (if the Property is situated in an area to which a relevant Article 4 Direction applies);
- (c) has no unspent criminal conviction which would lead a reasonable person to conclude that the Landlord is not a fit and proper person to participate in the Tenant's head leasing scheme (or where there is such a conviction the Landlord has disclosed it to the Tenant);
- (d) is not aware of any statutory or public notices affecting the Property which would make the Property unsuitable as a residence for students (or where there are any such notices the Landlord has disclosed them to the Tenant);
- (e) believes that the Property complies in all material respects with all legislation applicable to shared student houses, and has taken all reasonable steps to ensure that it does;
- (f) will ensure that the Property will be in good and tenable repair and condition and fit for occupation, use and beneficial enjoyment at the start of the Tenancy Period.

### **D2 Limitation of liability**

D2.1 The Tenant shall not be liable to the Landlord for the actions or negligence of any contractor carrying out works at the Property, as long as the Tenant exercised reasonable care and skill in the selection of the contractor and in specifying the nature of the works to be carried out.

D2.2 The Tenant shall not be liable to the Landlord for any delay in carrying out works if such delay was due to the occupiers failing to notify the Tenant of the need for repair; the Tenant being unable to contact the Landlord; the Landlord's delay in authorising a repair; there being no suitable available contractor within a reasonable time; or any other reason outside the Tenant's reasonable control.

### **D3 Third party rights**

This Agreement is not intended to confer any benefit on anyone who is not a party to it.

### **D4 Damage by an insured or uninsured risk**

D4.1 The Landlord may choose whether or not to insure itself against loss of rent in the event of the Property being damaged or destroyed by an insured risk.

D4.2 If the Property is damaged by an insured risk and it is not reasonably fit for habitation, then subject to clause D4.3:

- (a) the Tenant shall remove its possessions from the Property within a reasonable time of the Landlord's request if that is necessary to facilitate reinstatement of the Property;
- (b) the Landlord shall use reasonable endeavours to reinstate the Property as soon as practicable;
- (c) the Tenant shall not be liable to pay the Landlord any Rent or to perform any of its other obligations in this Agreement until the Property has been reinstated and is fit for beneficial occupation and use as a dwelling;
- (d) the Landlord will reimburse the Tenant for the cost of providing up to 3 nights' stay for its sub-tenants at a Travelodge, Premier Inn or other establishment at a similar price immediately after the damage occurred, payment to be made within 14 days of the Tenant providing the Landlord with the hotel's invoice;
- (e) the Landlord shall have no further obligation to provide the Tenant or its sub-tenants with alternative accommodation whilst the Property is being reinstated;
- (f) the Landlord shall not be liable to the Tenant for removal or travel expenses, personal injury or damage to the Tenant's possessions unless the insured risk was attributable to the Landlord's negligence.
- (g) the Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period for which the Property is uninhabitable or inaccessible as a result of the damage (but excluding any period for which the Landlord pays for temporary accommodation);
- (h) the Tenant will resume occupation of the Property within 7 days of the Landlord notifying the Tenant that the Property has been reinstated and is fit for beneficial occupation and use as a dwelling provided that the Tenant (acting reasonably) is satisfied that is the case;
- (i) upon the Tenant resuming occupation of the Property, the Tenant shall once more be liable to discharge its liabilities and perform its obligations in this Agreement.

D4.3 If the Property has not been reinstated within 6 weeks of damage by an insured risk, the Tenant may give written notice to the Landlord to end this Agreement and on the giving of such notice this Agreement and the tenancy will terminate (but without prejudice to the rights and obligations of the parties that had arisen before the date of termination). The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination (if it has not already done so under clause D4.2(g)).

D4.5 If the Property is partially damaged by an insured risk, but some or all of it remains reasonably fit for habitation, the parties will co-operate with each other to apply the intent of clause D4.2 to the damaged part, having regard to the fact that if major works are needed at any part of the Property, the remainder of it may not be fit, but not suitable, for occupation due to disruption by the works. Clause D4.3 shall apply if the kitchen, bathroom or more than two bedrooms have not been reinstated within 6 weeks of the damage.

D4.6 Where the Property is damaged by an uninsured risk either party may terminate this Tenancy Agreement by giving written notice to the other. The Landlord will refund to the Tenant any Rent the Tenant has paid in respect of any period after termination.

D4.7 The Landlord shall pay the Tenant an amount equivalent to the Tenant's loss of profit arising from the occurrence of damage or destruction which makes the Property unfit for beneficial occupation and use within 28 days of the Tenant's demand, supported by evidence of the Tenant's loss of income and additional expenditure arising from the Tenant's inability to house sub-tenants in the Property due to its condition.

### **D5 Whole agreement**

This Agreement (including any special letting terms and schedules) contains all the terms agreed to by the Landlord and the Tenant.

**E SPECIAL LETTING TERMS**

Signed By The Landlord

Signed By The Tenant