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WALES FIXED TERM STANDARD CONTRACT

Whilst this contract is drafted for a fixed term, it can continue as a periodic contract without signing a separate agreement.

Dated

Between

Landlord

And

Contract Holder(s)

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EXPLANATORY INFORMATION AND DEFINITIONS

Welcome to the Wales Fixed Term Standard Contract drafted and produced by Propertymark in partnership with Robertsons Solicitors in response to the Renting Homes (Wales) Act 2016 as amended ("the Act"). The Contract-Holder should keep this document somewhere safe as it will govern the Contract-Holder's relationship both with the Landlord of the Contract-Holder's new home, and with letting or managing agent for the whole of the time that the Contract-Holder is in residence. It will also set out the rights and obligations of both the Contract-Holder and the Landlord. As such the Contract-Holder should read the document carefully and raise any queries with the Landlord or letting agent.

As this is a Fixed Term Standard Contract, it will last for a specified period of time. If the Contract-Holder remains in occupation beyond the fixed term then the Contract will become a 'periodic' Contract which means it will continue on the same terms as the original contract until one party gives notice to the other, although certain terms can be varied during a periodic contract. Certain Clauses only apply in a periodic contract and these are set out in Annex 3.

The Landlord is required to provide the Contract-Holder with a written statement of terms to set out the Contract-Holder's rights and obligations under the Act, as well as any other terms agreed between the Landlord and the Contract-Holder. This Agreement is the Contract-Holder's written statement of terms. The Contract-Holder is entitled to receive a copy of the written statement within 14 days of the occupation date.

If, before the introduction of the Act, the Contract-Holder had an Assured Shorthold Tenancy relating to the Dwelling/Property then the Contract-Holder will have a 'Converted Contract'. If the Contract-Holder has a Converted Contract then the Contract-Holder is entitled to receive a copy of the written statement within six months of 1 December 2022.

The written statement can be sent electronically if the Contract-Holder has provided an email address for contact.

If the Contract-Holder did not receive a copy of the written statement within the above timescales then, for each day after the occupation date that the written statement has not been provided, the Landlord may be liable to pay the Contract-Holder compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case the Contract-Holder can apply to the court to increase this amount).

At the same time, please be aware that the Contract-Holder has the right to seek independent advice either from: the Contract-Holder's solicitor; the Welsh Government website; or another advice agency, such as Shelter Cymru or the Citizens Advice Bureau, regarding the Contract-Holder's Contract or dispute resolution.

Disputes regarding this Contract may be determined in the County Court but if the Contract-Holder has a problem with the Dwelling/Property then the Contract-Holder should first contact the Landlord or their Agent to try and resolve it.

The Contract-Holder has some unalterable rights regarding the Dwelling/Property, but some of these rights are subject to obtaining the Landlord's consent. In most circumstances that consent cannot be unreasonably withheld. Terms where consent is required are identified.

The Contract-Holder can be held responsible for any anti-social behaviour that takes place in the Dwelling/Property even if the Contract-Holder did not personally cause or commit the anti-social behaviour. Anti-social behaviour includes excessive noise, verbal abuse, physical assault, and domestic abuse (including physical, sexual, psychological, emotional, or financial abuse)

The Contract-Holder should not allow the Dwelling/Property to become overcrowded by allowing people to reside in the Dwelling/Property beyond the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for calculating the 'maximum number allowed' figure.

The Contract-Holder cannot be evicted from the Dwelling/Property without a Possession Order obtained from the County Court local to the Dwelling/Property, unless the Contract-Holder abandons the Dwelling/Property. Before the Court can make a Possession Order the Landlord must demonstrate that they have followed the correct procedures and that one of the following situations below applies. Please note that where a notice can **only** be served when the Contract is Periodic, that circumstance is stated in *italic.*

1) The Contract-Holder has broken at least one of the terms of the Contract (which includes failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the Dwelling/Property) and it is reasonable to evict the Contract-Holder;
2) The Contract-Holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
3) The Landlord can provide the Contract-Holder with alternative accommodation, and one of the 'Estate Management' grounds under Section 160 of the Act applies, and it is reasonable to evict the Contract-Holder;
4) Where the Contract falls within Schedule 9B of the Act, the Contract-Holder has been given at least two months' notice that the Contract-Holder must leave the Dwelling/Property under section 186 of the Act;
5) *Where the Contract incorporates section 173 (Landlord's notice) of the Act as a term of the Contract, the Landlord has given the Contract-Holder notice under section 173 of the Act that they must give up possession on a specified date in the notice and the Landlord also must demonstrate—*
   (a) No restrictions on giving notice under section 173 of the Act apply, including the restrictions set out in section 75 (other consequences of operating unlicensed HMOs: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004(1) and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014(2)),
   (b) The Contract-Holder was given at least six months' notice that they must give up possession and the notice must not have been issued in the first six months of the occupation date, except where the Contract is within Schedule 8A(3) or Schedule 9(4) to the Act, and
   (c) Where the Contract is within Schedule 8A to the Act, the Contract-Holder was given at least two months' notice that they must give up possession.

6) Where the Contract incorporates Section 194 of the Act (a Landlord's break Clause), the Landlord has given the Contract-Holder notice that the Contract-Holder must leave the Dwelling/Property under Section 194 of the Act, and also;

   a) There are no restrictions on the Landlord serving the Contract-Holder with notice under Section 194 of the Act;
   b) The Contract-Holder is given at least six months' notice that the Contract-Holder must vacate the Dwelling/Property, and that notice was given at least 18 months after the occupation date, and that the fixed term of the Contract was for at least two years – except where the Contract falls within Schedules 8A, 9 or 9C to the Act;

c) Where the Contract falls within Schedule 8A to the Act, the Contract-Holder was given at least two months' notice that the Contract-Holder must leave the Dwelling/Property;
d) Where the Contract falls within Schedules 8A and/or 9 and/or 9C of the Act, the Contract-Holder was given the relevant notice that the Contract-Holder must leave the Dwelling/Property and the notice given is the notice that is appropriate to end that type of Contract.

For the avoidance of doubt, it is unlikely that this Contract falls within Schedules 8A, 9, 9B or 9C of the Act.

Whilst the Contract-Holder is named in this Contract, anyone else who resides in the Dwelling/Property with the Contract-Holder may obtain a right to succeed the Contract if the Contract-Holder dies during the Contract.

As well as the Contract, the Contract-Holder may be asked to sign the check-in or inventory which will list the Landlord's fixtures and fittings and the other items which the Landlord provides for the Contract-Holder's use during the Contract. The Contract-Holder will also be given copies of the following documents relating to the Dwelling/Property, receipt of which is acknowledged on the final page of the Contract itself:

- The Energy Performance Certificate (EPC)
- A current Gas Safety Certificate – if there is a gas supply
- Details of the scheme with which the Contract-Holder's deposit will be registered including details as to how the Contract-Holder will recover the Contract-Holder's deposit on the Contract-Holder's departure
- A check list of the key deposit registration information generally described as "required Information" (part of the required information can be located at Annex 4)
- The Electrical Installation and Condition Report (EICR)

If any of these documents are missing when the Contract-Holder comes to sign the Contract, please speak with the letting agent as these documents are just as important as the Contract itself.

This Contract contains four types of Clauses: Key Terms, Fundamental Terms, Supplementary Terms, and Additional Terms.

Key Matters are the core elements of the Contract and they are set out on page 6.

Fundamental Terms must be contained within the Contract as prescribed by the Act. Certain Fundamental Terms can be altered but they can only be altered in a way that 'improves the position' of the Contract-Holder. However, Section 33 of the Act allows for minor editorial changes so long as the meaning of the Fundamental Term is unchanged. Fundamental Terms that **cannot be altered** are marked with an (F) next to them and Fundamental Terms that **can be altered**, as set out above, are marked with an (F+).

Once this Contract has been given to the Contract-Holder then the provisions regarding Fundamental Terms, as set out above, apply.

Supplementary Terms are Clauses, set out in regulations made by the Welsh Ministers from time to time, which are also automatically included as terms of the Contract. Supplementary Terms may be altered or removed to benefit either party. Where a Supplementary Term is found within this Contract it will be marked with a (S). If the Contract-Holder's Contract is a Converted Contract then Supplementary Terms do not automatically apply to the Contract-Holder's Contract.

If a Fundamental Term or a Supplementary Term has been altered or removed then the Clause in question should be left in the main body of the Contract but a note made in Annex 2.

Additional Terms are negotiable between the parties and are all the Clauses that are not contained within the Key Terms or Fundamental Terms or Supplementary Terms. An Additional Term cannot conflict with a Key Matter, a Fundamental Term or, a Supplementary Term. If the Contract-Holder's Contract is a Converted Contract then the existing terms of the Contract-Holder's Contract are Additional Terms and will continue to apply unless they conflict with a Key Matter or a Fundamental Term. If an Additional Term is unfair within the definition of Section 62 of the Consumer Rights Act 2015 then that term will not be binding.

DEFINITIONS

References to “the Act” are references to the Renting Homes (Wales) Act 2016, as amended. The Act also covers statutory instruments created from powers granted within the Act.

References to "the Dwelling/Property" include reference to any part or parts of the Dwelling/Property and the land surrounding it together with the garden, garage and parking space (if applicable) but excluding [add any parts excluded from Contract].

References to “Contract”, "this Contract" or “the Contract” are to this Contract.

References in this Contract to “occupation date” is the date on which the Contract-Holder is entitled to move into the Dwelling/Property.

References to the "Fixtures and Fittings" means all items contained in the Inventory and signed on behalf of the parties at the commencement of the Contract or any items replacing them, including reference to any of the fixtures, fittings, furnishings or effects, floor, ceiling and wall coverings.

References to "the Term" or "the Contract" include any extension or continuation of the Contract or any periodic contract which may arise following the expiry or determination of the period of the Term specified in Clause 2.

References in this Contract to "water charges" include references to sewerage and environmental service charges.

References in this Contract to “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water (F+).

“the Deposit” means any single amount of money paid by the Contract-Holder or a third party to the Landlord or to the Agent under the Contract as security against the performance of the Contract-Holder’s obligations under the Contract, the discharge of any liabilities including those monies properly due and payable by the Contract-Holder to the Agent, any damage to the Dwelling/Property and/or non-payment of rent during the Contract.

The Landlord may not require security (which includes a deposit) to be given in any form other than — a)money, or b) a guarantee (F+).

“The Deposit Holder” as mentioned in the Required Information pages shown at Annex 4 is the person, firm, or company who holds the Deposit under, and is a member of The Dispute Service (“TDS”); one of the organisations authorised to register Deposits under the Act.

Where the Deposit is held as “Stakeholder” no deductions can be made from the Deposit without consent, preferably in writing, from both parties, or from the court, or an adjudication decision from TDS.

“Relevant Persons” mentioned in the Required Information pages attached to this Contract means any other person or company paying the Deposit on behalf of the Contract-Holder eg: a local authority, parent, or Guarantor. Relevant persons will be given details of the scheme with which the deposit will be registered.

The expression "Landlord" shall include anyone lawfully entitled to the Dwelling/Property upon the termination of the Contract.

"The Landlord's Agent" or "Agent" means Burnett Davies Lettings of 17 High Street Barry Vale of Glamorgan CF62 7EA.

"The Check-In Inventory and Schedule of Condition", "Inventory" means the document drawn up prior to the commencement of the Contract by the Landlord, the Landlord's Agent or an inventory clerk.

"The Contract-Holder" includes anyone to whom the Contract has been lawfully transferred, including succession.

"Permitted Occupier", if used in the Contract, includes any person who is licensed by the Landlord to reside at the Dwelling/Property and who will be bound by all the terms of this Contract apart from the payment of rent.

Where the Contract-Holder is more than one person the Contract-Holder's covenants are joint and several. The expression "joint and several" means that jointly the Contract-Holders are responsible for the payment of all rent and all liabilities falling upon the Contract-Holders during the Contract or any extension of it. Joint Contract-Holders have rights under the Act to sever their liability in certain circumstances. Individually each Contract-Holder is also responsible for payment of all rent and all liabilities falling upon the Contract-Holders as well as any breach of the Contract.

Any reference to any Act of Parliament, including devolved legislation passed through the Welsh Parliament, includes a reference to amended or replacement legislation and to subordinate legislation made under such Acts of Parliament.

"TDS" means The Dispute Service as detailed in Clause 10 of this Contract.

"ICE" is an "Independent Case Examiner" of The Dispute Service Limited.

Any reference to the singular includes a reference to the plural and vice versa.

SUMMARY OF KEY MATTERS

Landlord(s)	
Contract Holder(s)	
Permitted Occupier(s)	
Guarantor(s)	
Dwelling/Property	
Rent	£X.XX per day/week/month/other
Other Consideration	
Rent Due Date	00/00/00
Deposit	£X.XX

This is a Fixed Term Contract for the Term below, and it becomes Periodic (under Section 184 (6) of the Renting Homes (Wales) Act 2016) unless either a further Fixed Term is agreed, or the Contract comes to an end.

Term	From [DD/MM/YYYY] to [DD/MM/YYYY] and thereafter from month to month

Periods where the Contract-Holder is not entitled to occupy the Dwelling/Property (if any): **N/A**

Occupation Date	DD/MM/YYYY
Expiry Date	DD/MM/YYYY
Break Clause	Yes/**No**

(Note: for the purposes of the Contract becoming Periodic, the Occupation date for the Periodic Contract is the day after the last day of the Fixed Term.)

Examples of 'other consideration' would be services provided by the Contract-Holder for the Landlord's benefit as an alternative to paying money for rent.

WALES FIXED TERM STANDARD CONTRACT

THIS CONTRACT is made the [XX] day of [MONTH] 20[XX]

Between

[Landlord Name] of
[Landlord address] ("the Landlord")

and

[Contract-Holder Name] of
[Contract-Holder address] ("the Contract-Holder")

Where the Contract-Holder is not an individual, but the tenancy is granted for the benefit of an individual who is not the Contract-Holder then the Landlord hereby gives notice to the Contract-Holder that this tenancy is intended to be a Standard Contract.

IT IS AGREED as follows:-

1. The Landlord lets to the Contract-Holder the residential premises known as:
   [enter Dwelling/Property] ("the Dwelling/Property").

2. The Contract shall be from and including the [XX] day of [MONTH] ("the occupation date") to and including [XX] day of [MONTH] and thereafter from month to month and until terminated by either party serving a notice on the other in accordance with this Contract ("the Expiration Date"), “the Term”.

   2.1. For the avoidance of doubt, when the fixed term comes to an end this Contract will become a periodic contract, unless it is renewed by the parties or the Contract-Holder gives back vacant possession of the Dwelling/Property. If this Contract becomes a periodic Contract then the Clauses in Annex 3 will apply. Where a Clause in Annex 3 directly contradicts a Clause in the main agreement then the Clause in Annex 3 is deemed to apply.

3. The Contract-Holder shall pay to the Landlord's Agent Burnett Davies Lettings by way of rent the amount of £X.XX per calendar month by Bank Standing Order to:

   Bank: Barclays
   Account Number: 2024 7804
   Sort Code: 20-18-15
   Account Name: Burnett Davies Lettings Ltd

   Exclusive of Council Tax payable in advance on the [XX] day of each month during the Term the first such payment to be made on the signing of this Contract for the period from the occupation date until the next rent payment date. These bank details will not change; the Contract-Holder should contact the Landlord or their Agent if they receive a notification to pay elsewhere.

4. Where the Contract shall include the Landlord's fixtures and fittings ("the Fixtures and Fittings") in the Dwelling/Property this includes, amongst other things, all matters specified in the Inventory and Schedule of Condition ("the Check-In Inventory and Schedule of Condition").

5. Written statements (F+)

5.1. The Landlord must give the Contract-Holder a written statement of this Contract before the end of the period of 14 days starting with the occupation date. For the avoidance of doubt, this Contract is a written statement.

5.2. If there is a change in the identity of the Contract-Holder under this Contract, the Landlord must give the new Contract-Holder a written statement of this Contract before the end of the period of 14 days starting with the day on which the identity of the Contract-Holder changes, or if later, the day on which the Landlord (or in the case of joint Landlords, any one of them) becomes aware that the identity of the Contract-Holder has changed.

5.3. The Landlord may not charge a fee for providing a written statement as per Clause 5.1 or 5.2 the Contract-Holder may request a further written statement of this Contract at any time, but the Landlord may charge a reasonable fee for providing a further written statement.

5.4. The Landlord must give the Contract-Holder the further written statement before the end of the period of 14 days starting with the day of the request, or if the Landlord charges a fee, the day on which the Contract-Holder pays the fee.

6. Written statement of variation (F+)

6.1. If this Contract is varied the Landlord must, before the end of the relevant period, give the Contract-Holder a written statement of the term or terms varied, or a written statement of this Contract as varied.

6.2. The relevant period is the period of 14 days starting with the day on which this Contract is varied.

6.3. The Landlord may not charge a fee for providing a written statement as per Clause 6.1.

7. Provision of information by Landlord about the Landlord (F+)

7.1. The Landlord must, before the end of the period of 14 days starting with the occupation date, give the Contract-Holder notice of an address to which the Contract-Holder may send documents that are intended for the Landlord. For the purposes of this Clause, the Landlord's address is set out above.

7.2. If there is a change in the identity of the Landlord, the new Landlord must, before the end of the period of 14 days starting with the day on which the new Landlord becomes the Landlord, give the Contract-Holder notice of the change in identity and of an address to which the Contract-Holder may send documents that are intended for the new Landlord.

7.3. If the address to which the Contract-Holder may send documents that are intended for the Landlord changes then the Landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the Contract-Holder notice of the new address.

8. Compensation for breach of Clause 7 (F+)

8.1. If the Landlord fails to comply with an obligation under Clause 7, the Landlord is liable to pay the Contract-Holder compensation under section 87 of the Act.

8.2. The compensation is payable in respect of the relevant date and every day after the relevant date until the day on which the Landlord gives the notice in question, or if earlier, the last day of the period of two months starting with the relevant date.

8.3. Interest on the compensation is payable if the Landlord fails to give the Contract-Holder the notice on or before the day referred to in Clause 8.2.

8.4. The interest starts to run on the day referred to in section 8.2 at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

8.5. The relevant date is the first day of the period before the end of which the Landlord was required to give the notice.

9. Deposit (F)

9.1. If the Contract-Holder pays a deposit under this Contract (or another person pays a deposit on the Contract-Holder's behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.

9.2. Before the end of the period of 30 days starting with the day on which the deposit is paid, the Landlord must comply with the initial requirements of the authorised deposit scheme, and give the Contract-Holder (and any person who has paid the deposit on the Contract-Holder's behalf) the required information.

9.3. The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with Section 45 of the Act, relating to the authorised deposit scheme which applies, the Landlord's compliance with the initial requirements of the scheme, and the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including the Contract-Holder's rights (and the rights of any person who has paid the deposit on the Contract-Holder's behalf) in relation to the deposit.

9.4. The sum of £[ ] shall be paid by the Contract-Holder to the Agent upon the signing of this Contract by way of security deposit ("the Deposit").

9.5. OR DELETE AS APPLICABLE The sum of £[ ] shall be paid by [name and address of deposit payer if not Contract-Holder] ("The Relevant Person") to the Landlord/Agent upon the signing of this Contract by way of a security deposit ("the Deposit").

9.6. Upon the Contract-Holder vacating the Dwelling/Property and after deduction of all agreed or authorised deductions, the balance of the Deposit shall be refunded to [the Contract-Holder] OR [the Relevant Person].

9.7. The Deposit will be held by the TDS Custodial Scheme. The Agent is a member of The Dispute Service ("TDS").

9.8. The Deposit has been taken for the following purposes:-

9.8.1. Any damage, or compensation for damage, to the Dwelling/Property, its Fixtures and Fittings, or for missing items for which the Contract-Holder may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each, and any such item at the commencement of the Contract, save for insured risks and repairs that are the responsibility of the Landlord;

9.8.2. The actual costs, provided that those costs are reasonable, incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Contract-Holder of the Contract-Holder's obligations under the Contract, including those relating to the cleaning of the Dwelling/Property and its Fixtures and Fittings, and contents;

9.8.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Dwelling/Property for which the Contract-Holder is liable;

9.8.4. Any rent or other money due or payable by the Contract-Holder under the Contract of which the Contract-Holder has been made aware and which remains unpaid after the end of the Contract including any monies properly due and payable by the Contract-Holder to the Agent;

9.8.5. Any penalty levied by a third-party organisation, such as a local authority, against the Landlord which has been caused by an action or inaction on the part of the Contract-Holder.

9.9. The Landlord may not require security (which includes a deposit) to be given in any form other than — a)money, or b) a guarantee (F+).

10. Protection of the Deposit

10.1. The Deposit is safeguarded by registration with:

The Dispute Service Ltd
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
Hertfordshire
HP2 7TG
Phone: 0300 037 1001 (Custodial scheme)
Email: info@tenancydepositscheme.com (Custodial scheme)

10.2. Online:TDS can be emailed through the Contact TDS page at www.tenancydepositscheme.com

11. At the end of the Contract

11.1. The Landlord or their Agent must tell the Contract-Holder within 10 working days of the end of the Contract if they propose to make any deductions from the Deposit.

11.2. If the Contract-Holder cannot be contacted at the end of the Contract then the Landlord shall apply for the release of the Deposit to cover their reasonable losses. If, once the Landlord's reasonable losses have been deducted, there remains some portion of the Deposit then it shall continue to be protected by the scheme for a period of six years whereupon the Landlord shall apply for it to be released and the remaining Deposit shall be given to charity.

11.3. If the Landlord cannot be contacted at the end of the Contract then the Contract-Holder shall apply to the scheme for the Deposit to be released to them.

11.4. If there is no dispute the Landlord or their Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Contract. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Contract-Holder agreeing the allocation of the Deposit.

11.5. The Contract-Holder should inform the Landlord or their Agent in writing if the Contract-Holder intends to dispute any of the deductions required by the Landlord or the Agent from the Deposit within 10 working days of the Landlord or their Agent having complied with the requirements of Clause 11.1. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

11.6. In the event of multiple Contract-Holders comprising the Contract-Holder, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through TDS to deal with any dispute about the Deposit at the end of the Contract.

11.7. If, after 10 working days following notification of a dispute to the Landlord or their Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Contract-Holder over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication process.

11.8. The statutory rights of the Landlord and the Contract-Holder to take legal action through the County Court remain unaffected by the Clauses above.

11.9. If there is a change of Landlord during the Contract, the Contract-Holder shall consent to the transfer of the amount of the Deposit (or the balance of it) to the purchaser or transferee of the Dwelling/Property at which point the Landlord shall be released from any further claim or liability in respect of the Deposit or any part of it, recognising that the Deposit is held and will continue to be held by the TDS.

11.10. The Landlord shall not be obliged to refund the Deposit or any part of the Deposit on any change in the person or persons who for the time being comprise "the Contract-Holder".

11.11. Where more than one person is comprised for the time being in the expression "the Contract-Holder" the Deposit may be repaid to any one Contract-Holder and this repayment shall discharge the Landlord from any further liability in respect of the amount so repaid.

11.12. Any goods or personal effects belonging to the Contract-Holder or members of the Contract-Holder's household which shall not have been removed from the Dwelling/Property within 14 days after the expiry or sooner termination of the Contract created by this Contract shall be deemed to have been abandoned, provided that the Landlord shall have used their reasonable endeavours to give written notice of the same to the Contract-Holder. In such circumstances the Landlord shall be entitled to dispose of such abandoned goods or personal effects as he shall see fit. The Contract-Holder shall indemnify the Landlord for any costs and expenses that may be incurred by the Landlord arising from the removal, storage or sale of such items.

11.13. The Contract-Holder shall pay by way of damages to the Landlord any additional expenses which the Landlord shall have reasonably incurred in checking the Inventory and Schedule of Condition if the same could not reasonably be finalised until any goods or personal effects belonging to the Contract-Holder have been removed from the Dwelling/Property.

THE CONTRACT-HOLDER AGREES WITH THE LANDLORD as follows:-

12. Rent

12.1. To pay the rent whether formally demanded or not in accordance with Clause 3.

12.2. The Contract-Holder shall pay to the Landlord interest at the rate of 3% per annum above the Bank of England's base rate from time to time on any rent or any other money payable under this Contract remaining unpaid for more than seven days after the day on which it became payable.

12.3. Within 14 days of a request from the Contract-Holder, the Landlord must provide the Contract-Holder with written receipt of any Rent, or other consideration, paid or provided under the Contract (S).

12.4. Should the Contract come to an end in the middle of a rental period, the Landlord must repay, within a reasonable time, to the Contract-Holder any Rent which relates to any period falling after the date on which this Contract ends (S). For the purposes of this clause, if a whole period's Rent has been paid then the Rent shall be returned on a pro-rata basis from the last day of the Contract to the end of the period for which payment was made. A daily rate of rent is determined by calculating the annual rent then dividing that figure by 365 (days of the year) and rounding to the nearest penny.

13. Conditions of Dwelling/Property, Repair and Cleaning

13.1. Notwithstanding fair wear and tear, to keep the interior of the Dwelling/Property including any Fixtures and Fittings in good repair and condition throughout the Term (excepting only those installations which the Landlord is liable to repair under the Act) and also to keep the interior of the Dwelling/Property in good decorative order and condition throughout the Term (damage by fire excepted unless the same shall result from any act or omission on the part of the Contract-Holder or any person residing or sleeping in or visiting the Dwelling/Property) (S).

13.2. To use the Dwelling/Property in a tenant-like manner and to take reasonable care of the Dwelling/Property including any Fixtures and Fittings and to keep the Dwelling/Property and any Fixtures and Fittings in a clean and tidy condition throughout the Term (S).

13.3. To take reasonable care to mitigate wear and tear on the flooring by placing floor protectors and not wearing shoes that may cause damage to the flooring.

13.4. To deliver up the Dwelling/Property with vacant possession and the Fixtures and Fittings at the determination of the Term in the same condition and order as at the commencement of the Term and in accordance with the Contract-Holder's obligations, and remove all items that do not belong to the Landlord (S).

13.5. To, where the Contract-Holder reasonably believes that any fault, defect, damage or disrepair to the Fixtures and Fittings or items listed in the Inventory is not the Landlord's responsibility, and within a reasonable period of time, carry out repairs to such Fixtures and Fittings or other items listed in the Inventory, or replace them (S).

13.5.1. The circumstances in which Clause 13.5 applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by the Contract-Holder, any permitted occupier or any person visiting the Dwelling/Property(S).

13.5.2. In circumstances where the Contract-Holder has not undertaken the repairs that are their responsibility in accordance with Clause 13.5, the Landlord may enter the Dwelling/Property at any reasonable time for the purpose of carrying out repairs to the Fixtures and Fittings or other items listed in the Inventory, or replacing them. The Landlord shall provide at least 24 hours' notice before entering the Dwelling/Property (S).

13.6. To keep all electric lights in good working order and in particular to replace all fuses, bulbs, and fluorescent tubes as and when necessary.

13.7. To replace all broken glass in the Dwelling/Property promptly with the same quality glass, where the Contract-Holder or any person who is residing or sleeping in or visiting the Dwelling/Property causes the breakage.

13.8. To notify the Landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the Contract-Holder reasonably believes is the Landlord's responsibility (S).

13.9. In the event of an emergency which results in the Landlord needing to enter the Dwelling/Property without notice, the Contract-Holder must give the Landlord immediate access to the Dwelling/Property (S).

13.9.1. If the Contract-Holder does not provide access immediately, the Landlord may enter the Dwelling/Property without permission (S).

13.9.2. If the Landlord enters the Dwelling/Property without permission then the Landlord must use all reasonable endeavours to notify the Contract-Holder that they have entered the Dwelling/Property as soon as reasonably practicable after entry (S).

13.9.3. For the purpose of the above, an emergency includes— (a) something which requires urgent work to prevent the Dwelling/Property, or buildings in the vicinity from being severely damaged, further damaged or destroyed, and (b) something which if not dealt with by the Landlord immediately, would put at imminent risk the health and safety of persons in the area (S).

13.10. To keep the windows of the Dwelling/Property clean.

13.11. To wash, clean, and press, where appropriate, all items that may have become soiled during the Term.

13.12. To have all chimneys and flues (if any) thoroughly swept and cleaned as often as necessary and within 1 month prior to the termination of the Contract. The Contract-Holder should keep evidence in the form of a sweep certificate that this Clause has been complied with and provide that certificate to the Landlord or their Agent.

13.13. Keep clear all gutters, sewers or cesspits, drains, sanitary apparatus, water and waste pipes free of obstruction.

13.14. Not to overload or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Dwelling/Property.

13.15. Take reasonable precautions not to put or allow any oil, grease or other or corrosive substances to be put into any of the outlets including, the washbasins, toilets, sinks or drains as well as the cesspit, septic tank or any sewerage treatment plant.

13.16. To unblock any drains, gutters, down-pipes, sinks, toilets, macerators or similar, waste pipes or cesspits/septic tanks or any sewerage treatment plants which serve the Dwelling/Property become blocked and the blockage is caused by the negligence or misuse by the Contract-Holders, occupiers or visitors.

13.17. Ensure all air vents and/or ventilation ducts are kept free from obstruction and blockages and at all times kept clear and not covered.

13.18. (If applicable) to pay for the emptying of the septic tank or cess pit throughout the Contract, and at least once per year, and at the end of the Contract provided it has been emptied prior to the start of the Contract and proof has been provided by a copy of an invoice from the service provider.

13.19. (If applicable) to pay to have the oil tanks filled throughout the Contract and at the end of the Contract provided they were all filled prior to the start of the Contract and proof has been provided by a copy of an invoice from the service provider.

13.20. (If applicable) to leave the oil tank filled to the same level at the end of the Contract as at the commencement.

13.21. (If applicable) to pay an appropriate contractor to have the oil system and boiler bled if the Contract-Holder allows the oil supply to run out.

13.22. To clean and disinfect any and all showerheads in the Dwelling/Property every 3 months.

13.23. Not to keep any dangerous or inflammable goods, materials, or substances in or on the Dwelling/Property apart from those required for general household use.

13.24. Not to smoke or permit any guest or visitor to smoke tobacco, electronic cigarettes, or any other substance in the Dwelling/Property without the Landlord’s prior written consent which shall not be unreasonably withheld.

13.25. Not to use the Dwelling/Property for any illegal, immoral or improper use.

13.26. Not to use or consume in or about the Dwelling/Property during the continuance of this Contract any drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances, the use of which may from this time on be prohibited or restricted by statute, or do anything in the Dwelling/Property that would constitute a health and safety risk to persons in the area (S).

13.27. Not to keep any domestic animals or birds in the Dwelling/Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed, or withdrawn. The Contract-Holder agrees to have the Dwelling/Property cleaned to a standard commensurate with the condition of the Dwelling/Property at the commencement of the Contract.

13.28. To use the Dwelling/Property for the purpose of a private residence only in the occupation of the Contract-Holder and not for business purposes, without the Landlord's Consent, such consent not to be unreasonably withheld (S). For the avoidance of doubt, the Contract-Holder should not register a company or operate a business at the Dwelling/Property.

13.29. Not to hang any washing, clothes or other articles outside the Dwelling/Property or otherwise than in such place as the Landlord may designate or permit and not to hang or place wet or damp articles of washing upon any item or room heater.

13.30. To remove all rubbish from the Dwelling/Property and to place the same within the dustbin or receptacles provided and in the case of any dustbins to ensure that all rubbish is placed and kept inside a plastic bin liner before placing in such dustbin.

13.31. Keep the garden neat and tidy and in the same condition and style as at the Contract start, including cutting the grass when necessary and keeping all parts of the garden properly cultivated.

13.32. Keep all borders, flowerbeds, paths, driveways and patios weeded, swept and in good order.

13.33. Keep window boxes weeded and in reasonable order.

13.34. Cut grass regularly throughout the year and according to the season.

13.35. Secure in the containers provided all garden waste and remove, or arrange for its removal, in a Reasonable time during the Contract and at the end of the Contract.

13.36. Follow any local authority waste disposal scheme where there is one.

13.37. Not to lop, prune, remove or destroy any existing plants, trees or shrubs without the written consent of the Landlord, such consent not to be unreasonably withheld.

13.38. Allow access to the Landlord’s gardener if gardening services are provided.

13.39. Remove promptly from all areas any pet waste.

13.40. Remove any oil, grease, tar or other such spillages (whether coming from a vehicle or other) from any driveway, patio, decking, including all outdoor spaces.

13.41. To promptly forward to the Landlord or their Agent any notice of a legal nature delivered to the Dwelling/Property touching or affecting the Dwelling/Property, its boundaries or neighbouring properties.

13.42. If applicable to observe all of the non-financial covenants on the part of the Landlord (as lessee under the headlease) as set out in the headlease of the Dwelling/Property, a copy of which has been provided to the Contract-Holder prior to the date of this Contract.

13.43. To keep all smoke alarms in good working order and in particular to replace all batteries as and when necessary and to check the alarms monthly to ensure that they work.

13.44. The Contract-Holder shall not burn any solid fuel in the Dwelling/Property without the prior, written consent of the Landlord, such consent not to be unreasonably withheld.

13.45. To set the burglar alarm at the Dwelling/Property (if any) when the Dwelling/Property are vacant and at night.

13.46. To notify the Landlord or the Agent of any new burglar alarm code immediately and to confirm that notification in writing. The Contract-Holder will not change the alarm code.

14. Access and Inspection (F+)

14.1. The Landlord may enter the Dwelling/Property at any reasonable time for the purpose of — inspecting its condition and state of repair, or carrying out works or repairs needed in order to comply with the obligations set out in Clauses 37 and 38.

14.2. The Landlord must give at least 24 hours' notice to the Contract-Holder before exercising that right.

14.3. Clause 14.1 applies where — the Dwelling/Property forms part only of a building, and in order to comply with the obligations set out in Clauses 37 and 38 the Landlord needs to carry out works or repairs in another part of the building.

14.4. The Landlord is not liable for failing to comply with the obligations under Clauses 37 and 38 of the Landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

14.5. Upon 24 hours' notice being provided to the Contract-Holder, to permit the Dwelling/Property to be viewed during the last 2 months of the Term at all reasonable times upon previous appointment during normal working hours made by any person who is or is acting on behalf of a prospective purchaser or Contract-Holder of the Dwelling/Property who is authorised by the Landlord or the Landlord's Agent to view the Dwelling/Property and to erect "For Sale" or "To Let" boards at their discretion.

Prohibition of discrimination against people with children and benefits claimants

Right for children to live at or visit dwelling (F+)

14A (1) Subject to paragraph (2) of this term, you may permit a person who has not reached the age of 18 to live in or visit the dwelling.

(2) The landlord must not interfere with or restrict the exercise of your right under paragraph (1) of this term, unless the interference or restriction is a proportionate means of achieving a legitimate aim.

Right to claim benefits (F+)

14B The landlord must not prohibit you from being a benefits claimant within the meaning given by section 8J of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019.

15. Insurance

15.1. Not to do anything which might cause the Landlord's policy of insurance on the Dwelling/Property or on the Fixtures and Fittings, [a summary of the relevant insurance requirements being provided with this Contract], to become void or voidable or causes the rate of premium on any such policy to be increased. The Contract-Holder will indemnify the Landlord for any loss incurred by the Landlord as a result of the Contract-Holder's breach of this provision. The Contract-Holder's belongings within the Dwelling/Property are their own and are not covered by any insurance policy maintained by the Landlord.

15.2. The Contract-Holder will promptly notify the Landlord or the Landlord's Agent of any defect to the Dwelling/Property, for example in the event of loss or damage by fire, theft or other causes (whether or not caused by the act, default or neglect of the Contract-Holder) of which he becomes aware.

15.3. The Contract-Holder is strongly advised to take out insurance with a reputable insurer for the Contract-Holder's possessions as such possessions will not be covered by the Landlord's insurance.

16. Passing notices etc. to the landlord (S)

16.1. The Contract-Holder must keep safe any notices, orders or other documents delivered to the Dwelling/Property addressed to the Landlord specifically or the owner generally, and as soon as is reasonably practicable, give the original copies of any such notices, orders or other documents to the Landlord.

17. Anti-social behaviour and other prohibited conduct (F)

17.1. The Contract-Holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) to live in the Dwelling/Property, or to live in the locality of the Dwelling/Property.

17.2. The Contract-Holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity in the Dwelling/Property, or in the locality of the Dwelling/Property.

17.3. The Contract-Holder must not engage or threaten to engage in conduct:
  17.3.1. capable of causing nuisance or annoyance to the Landlord, or
  17.3.2. a person (whether or not employed by the Landlord) acting in connection with the exercise of the Landlord's housing management functions, and
  17.3.3. that is directly or indirectly related to or affects the Landlord's housing management functions.

17.4. The Contract-Holder may not use or threaten to use the Dwelling/Property for criminal purposes.

17.5. The Contract-Holder must not, by any act or omission allow, incite or encourage any person who is living in or visiting the Dwelling/Property to act as mentioned in Clauses 17.1 to 17.3, or allow, incite or encourage any person to act as mentioned in Clause 17.4

18. Utilities

18.1. Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters in or serving the Dwelling/Property.

18.2. To pay all charges in respect of gas, water and electricity consumed on the Dwelling/Property or for the supply of internet services and all charges in respect of any telephone installed on the Dwelling/Property and the television licence fee. Charges falling due partly during and partly before or after the Contract will be apportioned.

18.3. To notify each supplier of gas, electricity, water, telephone and internet services immediately that the Contract has commenced by completing an application for a supply to the Dwelling/Property in the name of the Contract-Holder and not in the name of the Landlord.

18.4. The Contract-Holder shall not have a key meter installed at the Dwelling/Property or any other meter which is operational by the insertion of coins or a pre-paid card or key without notifying the Landlord. if consent is needed by the Landlord, such consent not to be unreasonably refused.

18.5. In the event of any supply of water, gas, electricity, telephone or internet services to the Dwelling/Property being disconnected in consequence of the non-payment by the Contract-Holder of the whole or any part of the charge relating to the same or as a result of any other act or omission on the part of the Contract-Holder, then the Contract-Holder shall indemnify the Landlord for any costs reasonably incurred in reconnecting or resuming those services.

18.6. Not to change the telephone number at the Dwelling/Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld, or to procure the transfer of the telephone number to any other address.

18.7. The Contract-Holder may change any of the suppliers to the Dwelling/Property of electricity, gas, or other fuel or water (including sewerage) services; telephone, internet, cable television or satellite television services (S).

18.8. The Contract-Holder must inform the Landlord as soon as reasonably practicable of any changes made pursuant to the above clause (S).

18.9. Unless the Landlord consents, the Contract-Holder must not leave the Dwelling/Property, at the end of the Contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the Dwelling/Property on the occupation date; or install or remove, or arrange to have installed or removed, any specified service installations at the Dwelling/Property (S).

18.10. For the purposes of the above, “specified service installations” means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water (S).

19. Locks and Keys

19.1. The Contract-Holder must take reasonable steps to ensure the Dwelling/Property is secure. The Contract-Holder may change any lock on the external or internal doors of the Dwelling/Property provided that any such changes provide no less security than that previously in place (S).

19.2. The locks are changed by the Contract-Holder, the Landlord must be notified as soon as reasonably practicable of any change and make available to the Landlord a working copy of the new key. At the end of the Contract the Contract-Holder must return to the Landlord all keys for the Dwelling/Property (S).

19.3. Where, due to the Contract-Holder’s breach of contract, a lock to the Dwelling/Property must be changed, added or removed, or a key, or other security device which secures access to the Dwelling/Property must be replaced, the Contract-Holder shall pay to the Landlord the material costs and, if applicable, Contractor costs of remedying the same. The Landlord shall provide an invoice or a receipt as evidence of loss.

20. Fixtures and Fittings

20.1. Not to remove any of the Fixtures and Fittings from the Dwelling/Property to store the same in the loft, basement or garage (if any) without obtaining the Landlord's prior written consent, such consent not to be unreasonably withheld, and then to ensure that any such items are stored safely and upon vacating the Dwelling/Property, to leave the same in the places in which they were on the occupation date (S).

20.2. Not to remove the Fixtures and Fittings as specified in the Inventory and Schedule of Condition or any part of them or any substitute Fixtures and Fittings from the Dwelling/Property and not to bring onto the Dwelling/Property the Contract-Holder's own equipment or effects without the prior written consent of the Landlord, such consent not to be unreasonably withheld (S).

21. Alterations and Redecoration

21.1. Not to decorate or to make any alterations in or additions to the Dwelling/Property and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Dwelling/Property without the Landlord's prior written consent, such consent not to be unreasonably withheld (S).

21.2. Not to permit any waste, spoil or destruction to the Dwelling/Property.

22. Empty Dwelling/Property

22.1. Before leaving the Dwelling/Property vacant for any continuous period of 28 days or more during the Term, to provide the Landlord or the Landlord's Agent with reasonable notice (S) and to take reasonable precautions to prevent freezing.

22.2. To ensure that at all times when the Dwelling/Property are vacant, all external doors and windows are properly locked or are otherwise properly secured and that any alarm is activated and that any control number is not changed without the consent of the Landlord, such consent not to be unreasonably withheld.

22.3. If the Dwelling/Property are vacant for a period of over two weeks, the Contract-Holders should allow the water to run from all outlets in the Dwelling/Property for one minute before consuming or otherwise using the water.

23. Drains

23.1. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services serving the Dwelling/Property.

23.2. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Dwelling/Property.

23.3. To clear any stoppages or blockages when any occur in any of the drains, gutters, downpipes, sinks, toilets or waste pipes and ventilation ducts which serve the Dwelling/Property, if they are caused as a result of the Contract-Holder's negligence and/or misuse.

24. Affixation of Items

24.1. Not to place or exhibit any aerial, satellite dish, notice, advertisement, sign or board on the exterior of the Dwelling/Property or in the interior of the same without first obtaining the Landlord's written consent, such consent not to be unreasonably withheld, and where such consent is granted, to meet all costs of installation, removal and thereafter make good any resultant damage (S).

24.2. Not to affix any items to the walls of the Dwelling/Property either internally or externally using glue, nails, picture hooks or sticky tape without the Landlord's prior written consent, such consent not to be unreasonably withheld.

25. Costs and Charges

25.1. To protect the Landlord from loss arising from a claim that may be brought against the Contract-Holder as a consequence of a breach by the Contract-Holder of any covenant contained in this Contract. Such loss shall be deemed to include any charges which the Landlord may reasonably incur in connection with proceedings in a court of law against the Contract-Holder but without prejudice to the Contract-Holder's right to have such costs assessed by the relevant court.

25.2. The Contract Holder is responsible for ensuring cheques are not dishonoured and payments required through standing orders or by a third party on the Contract Holder's behalf are not cancelled before the payment or payment period is completed. Should costs be incurred for dishonouring or cancelling payments and standing orders the Contract Holder is liable for any costs.

26. Inventory and Check-Out

26.1. The Landlord must provide the Contract-Holder with an Inventory in relation to the Dwelling/Property no later than the date by which the Landlord must provide the Contract-Holder with the written statement of this Contract in accordance with Clause 5 (S).

26.2. The Inventory must set out the contents of the Dwelling/Premises, including all Fixtures and Fittings and must describe their condition as at the occupation date (S).

26.3. If the Contract-Holder disagrees with the information within the Inventory, then they may provide comments to the Landlord (S).

26.4. Where no comments are received by the Landlord within 14 days, the Inventory is deemed accurate (S).

26.5. Where comments are received by the Landlord within 14 days, the Landlord must either— (a) amend the Inventory in accordance with those comments and send the amended inventory to the Contract-Holder, or (b) inform the Contract-Holder that the comments are not agreed, and re-send the original Inventory to the Contract-Holder, with the comments attached to a copy of the Inventory, or (c) amend the Inventory in accordance with some of the comments and send the amended Inventory to the Contract-Holder, together with a record of the comments which have not been agreed (S).

26.6. The Contract-Holder shall indemnify the Landlord for any loss arising from the failure of the Contract to keep a mutually agreed appointment to complete the check-out procedures at the termination or sooner ending of the Contract which, for the avoidance of doubt, shall include indemnifying the Landlord for any costs incurred in arranging a second check-out appointment. If neither the Contract-Holder nor their Agent shall keep the second appointment any assessment made by the Landlord or the Landlord's Agent shall be final and binding on the Contract-Holder. Should the Landlord or their Agent fail to attend such appointment the Contract-Holder’s reasonable costs incurred in attending the Premises will be met by the Landlord.

27. Permissible forms of dealing (F+)

27.1. The Contract-Holder may not deal with this Contract, the Dwelling/Property or any part of the Dwelling/Property except in a way permitted by this Contract, or in accordance with a family property order (see Section 251 of the Act).

27.2. A joint Contract-Holder may not deal with their rights and obligations under this Contract (or with this Contract, the Dwelling/Property or any part of the Dwelling/Property), except in a way permitted by this Contract, or in accordance with a family property order.

27.3. If the Contract-Holder does anything in breach of Clause 28.1, or a joint Contract-Holder does anything in breach of Clause 28.2 the transaction is not binding on the Landlord, and the Contract-Holder or the joint Contract-Holder is in breach of this Contract (despite the transaction not being binding on the Landlord).

27.4. “Dealing” includes creating a tenancy, or creating a licence which confers the right to occupy the Dwelling/Property; transferring; mortgaging or otherwise charging.

28. Adding a joint Contract-Holder (F+)

28.1. The Contract-Holder and another person may, with the consent of the Landlord, make that person a joint Contract-Holder under the Contract.

28.2. If a person is made a joint Contract-Holder under this Clause, they become entitled to all the rights and subject to all the obligations of a Contract-Holder under this Contract from the day on which they become a joint Contract-Holder.

THE LANDLORD AGREES WITH THE CONTRACT-HOLDER as follows:-

29. Right to occupy without interference from the Landlord (F+)

29.1. The Landlord may not, by any act or omission, interfere with the Contract-Holder's right to occupy the Dwelling/Property.

29.2. The Landlord does not interfere with the Contract-Holder's right to occupy the Dwelling/Property by reasonably exercising the Landlord's rights under this Contract.

29.3. The Landlord does not interfere with the Contract-Holder's right to occupy the Dwelling/Property because of a failure to comply with repairing obligations (within the meaning of Section 100(2) of the Act).

29.4. The Landlord is to be treated as having interfered with the Contract-Holder's right if a person who acts on behalf of the Landlord, or has an interest in the Dwelling/Property, or part of it, that is superior to the Landlord's interest, interferes with the Contract-Holder's right by any lawful act or omission.

30. Insurance

30.1. To insure the Dwelling/Property and the Fixtures and Fittings specified in the Check-In Inventory and Schedule of Condition to their full value with a reputable insurance company normally covered by a householder's comprehensive policy.

31. Interest and Consents

31.1. That he is the sole/joint owner of the leasehold or freehold interest in the Dwelling/Property and that all consents necessary to enable him to enter this Contract (whether from superior Landlords, mortgagees, insurers, or others) have been obtained.

32. Repair

32.1. To keep in repair and proper working order all mechanical and electrical items including all washing machines, dishwashers and other similar mechanical or electrical appliances belonging to the Landlord as are included in the Check-In Inventory provided that this Contract shall not be construed as requiring the Landlord to carry out any works for which the Contract-Holder is liable by virtue of their duty to use the Dwelling/Property and the equipment and effects in a tenant-like manner.

33. Safety Regulations

33.1. The furniture and equipment within the Dwelling/Property complies with the Furniture and Furnishings (Fire)(Safety) Regulations 1988 as amended.

33.2. The gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and a copy of the Gas Safety Check Certificate will be given to the Contract-Holder at the commencement of the Contract, and as often as required by law thereafter.

33.3. The electrical appliances at the Dwelling/Property comply with the Electrical Equipment (Safety) Regulations 1994 for equipment pre-dating 8 December 2016 and the Electrical Equipment (Safety) Regulations 2016

34. Legionella

34.1. The Landlord is responsible for ensuring that the Dwelling/Property are compliant with Health and Safety Executive form ACOP L8 'The Control of Legionella Bacteria in Water Systems' at the start of, and throughout, the Contract. This is done by the Landlord properly undertaking a Legionella risk assessment and, if necessary, making any required changes to the water system of the Dwelling/Property.

IT IS MUTUALLY AGREED as follows:-

35. Any Clause or obligation on the part of the Contract-Holder (howsoever expressed) to do or not to do any particular act or thing shall also be construed as an obligation on the part of the Contract-Holder not to permit or allow the same act on the part of any other person(s).

36. Rent Review

36.1. It is agreed that the rent as defined in this Contract will be reviewed on the anniversary of this Contract and upon each subsequent anniversary in line with the change in the Retail Prices Index (RPI) for the previous 12 months and the rent varied accordingly by way of an upward adjustment.

37. Fitness for human habitation (F+)

37.1. The Landlord must ensure that the Dwelling/Property is fit for human habitation on the occupation date and for the duration of this Contract.

37.2. The reference to the Dwelling/Property in Clause 37.1 includes, if the Dwelling/Property forms part only of a building, the structure and exterior of the building and the common parts.

38. Repair (F+)

38.1. The Landlord must keep in repair the structure and exterior of the Dwelling/Property (including drains, gutters, and external pipes), and keep in repair and proper working order the service installations in the Dwelling/Property.

38.2. If the Dwelling/Property forms part only of a building, the Landlord must keep in repair the structure and exterior of any other part of the building (including drains, gutters, and external pipes) in which the Landlord has an estate or interest, and keep in repair and proper working order a service installation which directly or indirectly serves the Dwelling/Property, and which either —

38.2.1. forms part of any part of the building in which the Landlord has an estate or interest, or

38.2.2. is owned by the Landlord or is under the Landlord's control.

38.3. The standard of repair required by Clause 38.1 is that which is reasonable having regard to the age and character of the Dwelling/Property, and the period during which the Dwelling/Property is likely to be available for occupation as a home.

38.4. The Landlord must make good any damage caused by works and repairs carried out in order to comply with the Landlord's obligations under Clauses 37 and 38

38.5. The Landlord may not impose any obligation on the Contract-Holder in the event of the Contract-Holder enforcing or relying on the Landlord's obligations under Clauses 37 and 38.

38.6. Clause 38 does not impose any liability on the Landlord in respect of a Dwelling/Property which the Landlord cannot make fit for human habitation at reasonable expense.

38.7. The Landlord's obligations under Clauses 37.1 and 38.1 do not require the Landlord to keep in repair anything which the Contract-Holder is entitled to remove from the Dwelling/Property, or to rebuild or reinstate the Dwelling/Property or any part of it, in the case of destruction or damage by a relevant cause.

38.8. If the Dwelling/Property forms part only of a building, the Landlord's obligation under Clauses 37.1 and 38.2 do not require the Landlord to rebuild or reinstate any other part of the building in which the Landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

38.9. Relevant causes for the purpose of this Clause are fire, storm, flood or other inevitable accident.

38.10. Clause 38.2 does not require the Landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the Contract-Holder's enjoyment of the Dwelling/Property, or the common parts that the Contract-Holder is entitled to use under this Contract.

38.11. The Contract-Holder is not required to pay Rent in respect of any day or part day during which the Dwelling/Property is unfit for human habitation (s). The Landlord will not be responsible for rehousing the Contract-Holder. Notwithstanding the Landlord having no obligation to rebuild or reinstate the Dwelling/Property if it is rendered uninhabitable by way of a relevant cause, if the Dwelling/Property are not rendered habitable within one month of the relevant cause occurring then the Landlord may serve the Contract-Holder notice under Section 220 of the Act (abandonment).

39. Limits on Landlord obligations in relation to Clauses 40 and 41: Contract-Holder's fault (F+)

39.1. Clause 37.1 does not impose any liability on the Landlord if the Dwelling/Property is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by the Contract-Holder or a permitted occupier of the Dwelling/Property.

39.2. The Landlord is not obliged by Clauses 38.1 and 38.2 to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the Contract-Holder or a permitted occupier of the Dwelling/Property.

39.3. "Lack of care" means a failure to take proper care of the Dwelling/Property, or if the Dwelling/Property forms part only of a building, of the common parts that the Contract-Holder is entitled to use under this Contract.

40. Limits on Landlord obligations in relation to Clauses 37 and 38: notice (F+)

40.1. The Landlord's obligations under Clauses 37.1, 38.1 and 38.2 do not arise until the Landlord (or in the case of joint Landlords, any one of them) becomes aware that works or repairs are necessary.

40.2. The Landlord complies with the obligations under Clauses 37.1, 38.1 and 38.2 if the Landlord carries out the necessary works or repairs within a reasonable time after the day on which the Landlord becomes aware that they are necessary.

40.3. If the Landlord (the "old Landlord") transfers the old Landlord's interest in the Dwelling/Property to another person (the "new Landlord"), and the old Landlord (or where two or more persons jointly constitute the old Landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with Clauses 37.1, 38.1 and 38.2, then the new Landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

41. Rights of permitted occupiers (F+)

41.1. A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the Landlord failing to comply with Clauses 37 and 38, may enforce the Clause in question in their own right by bringing proceedings in respect of the injury, loss or damage.

41.2. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the Dwelling/Property, or the sub-occupation contract is made, in accordance with this Contract.

41.3. The Contract-Holder may not allow persons to live in the Dwelling/Property as lodgers without the Landlord's consent, such consent not to be unreasonably withheld (S). For the purposes of this clause, lodger includes any arrangement whereby the Contract-Holder receives money, or other consideration, for accommodation from persons staying with them for any length of time.

41.4. The Contract-Holder may permit persons who are not lodgers or sub-holders to live in the Dwelling/Property as a home (S).

42. Right of set off (F+)

42.1. If the Landlord is liable to pay the Contract-Holder compensation under Section 87 of the Act, the Contract-Holder may set off that liability against rent.

43. Reimbursement

43.1. Where the Landlord is entitled to do anything at the cost or expense of the Contract-Holder and thereby incurs a loss, then the Contract-Holder shall pay by way of damages the loss so suffered by the Landlord promptly when requested so to do failing which the Landlord may treat their loss as a deductible sum from the Deposit in accordance with Clause 9 at the end of the Contract.

44. Data Protection and Confidentiality

For details of how the Landlord and the Landlord's Agent will use the Contract-Holder's data, please see the Agent's privacy policy which can be found here: www.burnettdavieslettings.co.uk

45. Council Tax

45.1. The Contract-Holder shall pay the Council Tax in respect of the Dwelling/Property to the local billing authority. Should the contract holder default on payment of Council Tax, the contract Holder is liable for these costs and any resulting charges.

Succession Rights and Transfer Rights

46. Joint Contract-Holder ceasing to be a party to a Contract -– survivorship (F)

46.1. If a joint Contract-Holder under this Contract dies, or ceases to be a party to this Contract for some other reason, from the time they cease to be a party the remaining joint Contract-Holders are fully entitled to all the rights under this Contract, and liable to perform fully every obligation owed to the Landlord under this Contract.

46.2. The joint Contract-Holder is not entitled to any right or liable to any obligation in respect of the period after they cease to be a party to the Contract.

46.3. Nothing in Clause 46.1 or 46.2 removes any right or waives any liability of the joint Contract-Holder accruing before they cease to be a party to the Contract.

46.4. This term does not apply where a joint Contract-Holder ceases to be a party to this Contract because their rights and obligations under the Contract are transferred in accordance with the Contract.

47. Death of a sole Contract-Holder (F)

47.1. If the Contract-Holder is sole Contract-Holder, this Contract ends either one month after the Contract-Holder's death, or if earlier, when the Landlord is given notice of the Contract-Holder's death by the authorised persons.

47.2. The authorised persons are the Contract-Holder's personal representatives, or the permitted occupiers of the Dwelling/Property aged 18 and over (if any) acting together, then the Contract does not end if under Section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed the Contract-Holder.

47.3. The Contract does not end if, at the Contract-Holder's death, a family property order has effect which requires the Contract to be transferred to another person.

47.4. If, after the Contract-Holder's death, the family property order ceases to have effect and there is no person qualified to succeed the Contract-Holder, the Contract ends when the order ceases to have effect, or if later, at the time the Contract would end under the Clause 47.1.

Termination

48. Permissible termination etc. (F)

48.1. This Contract may be ended only in accordance with the fundamental terms of this Contract which incorporate fundamental provisions set out in Part 9 of the Act or other Clauses included in this Contract in accordance with Part 9 which are set out in Clauses 47, and 48 to 61, or any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

48.2. Nothing in this term affects any right of the Landlord or Contract-Holder to rescind the Contract, or the operation of the law of frustration.

49. Termination by Agreement (F+)

49.1. If the Landlord and the Contract-Holder agree to end this Contract, this Contract ends when the Contract-Holder gives up possession of the Dwelling/Property in accordance what the Contract-Holder agree with the Landlord, or if the Contract-Holder does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

49.2. An occupation contract is a substitute Contract if it is made in respect of the same (or substantially the same) Dwelling/Property as the original contract, and the Contract-Holder was also the Contract-Holder under the original contract.

50. Repudiatory breach by Landlord (F+)

50.1. If the Landlord commits a repudiatory breach of contract and the Contract-Holder gives up possession of the Dwelling/Property because of that breach, this Contract ends when the Contract-Holder gives up possession of the Dwelling/Property.

51. Early termination by Contract-Holder (F+)

51.1. The Contract-Holder may end this Contract at any time before the earlier of the Landlord giving the Contract-Holder a written statement of this Contract under Clause 5, or the occupation date.

51.2. To end this Contract under Clause 51.1, the Contract-Holder must give a notice to the Landlord stating that the Contract-Holder is ending this Contract.

51.3. On giving the notice to the Landlord, the Contract-Holder ceases to have any liability under this Contract, and become entitled to the return of any deposit, rent or other consideration given to the Landlord in accordance with this Contract.

52. Termination of the Contract with joint Contract-Holders (F+)

52.1. If there are joint Contract-Holders under this Contract, this Contract cannot be ended by the act of one or more of the joint Contract-Holders acting without the other joint Contract-Holder or joint Contract-Holders.

53. Possession claims and notices (F and F+)

53.1. The Landlord may make a claim to the court for recovery of possession of the Dwelling/Property from the Contract-Holder ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in Clauses 54 to 60 (F).

53.2. This Clause applies in relation to a possession notice which a Landlord is required to give to a Contract-Holder under any of the following Clauses before making a possession claim —

53.2.1. Clause 54 (in relation to a breach of contract by a Contract-Holder);

53.2.2. Clause 57 (in relation to estate management grounds);

53.2.3. Clause 59 (in relation to serious rent arrears).

The notice must (in addition to specifying the ground on which the claim will be made) state the Landlord's intention to make a possession claim, give particulars of the ground for seeking possession, and state the date after which the Landlord is able to make a possession claim.

54. Breach of Contract (F+)

54.1. If the Contract-Holder breaches this Contract, the Landlord may on that ground make a possession claim.

54.2. Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

55. Restrictions on making a possession claim in relation to a breach of contract (F+)

55.1. Before making a possession claim on the ground in Clause 54, the Landlord must give the Contract-Holder a possession notice specifying that ground.

55.2. The Landlord may make a possession claim in reliance on a breach of Clause 18 (anti-social behaviour and other prohibited conduct) on or after the day on which the Landlord gives the Contract-Holder a possession notice specifying a breach of that the Contract.

55.3. The Landlord may not make a possession claim in reliance on a breach of this Contract before the end of the period of one month starting with the day on which the Landlord gives the Contract-Holder a possession notice specifying a breach of the Contract.

55.4. In either case, the Landlord may not make a possession claim after the end of the period of six months starting with the day on which the Landlord gives the Contract-Holder the possession notice.

56. False statement inducing Landlord to make Contract to be treated as breach of conduct (F)

56.1. If the Landlord is induced to make this Contract by means of a relevant false statement the Contract-Holder is to be treated as being in breach of this Contract, and the Landlord may accordingly make a possession claim on the ground in Clause 54.

56.2. A relevant false statement is one which if it is made knowingly or recklessly by the Contract-Holder, or another person acting at the Contract-Holder's instigation.

57. Estate management grounds (F+)

57.1. The Landlord may make a possession claim on one or more of the estate management grounds.

57.2. The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Annex 1.

57.3. Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to the Contract-Holder (or will be available to the Contract-Holder when the order takes effect).

57.4. If the court makes an order for possession on an estate management ground (and on no other ground), the Landlord must pay to the Contract-Holder a sum equal to the reasonable expenses likely to be incurred by the Contract-Holder in moving from the Dwelling/Property.

57.5. Clause 57.4 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

58. Restrictions on making a possession claim under Clause 62 (estate management grounds) (F+)

58.1. Before making a possession claim on an estate management ground, the Landlord must give the Contract-Holder a possession notice specifying that ground.

58.2. The Landlord may not make the claim before the end of the period of one month starting with the day on which the Landlord gives the Contract-Holder the possession notice, or after the end of the period of six months starting with that day.

58.3. If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the Landlord may give the Contract-Holder a possession notice specifying estate management Ground B before the conditions are met.

58.4. The Landlord may not give the Contract-Holder a possession notice specifying estate management Ground G (accommodation not required by successor) before the end of the period of six months starting with the day on which the Landlord (or in the case of joint Landlords, any one of them) became aware of the previous Contract-Holder’s death, or after the end of the period of twelve months starting with that day.

58.5. The Landlord may not give the Contract-Holder a possession notice specifying estate management Ground H (departing joint Contract-Holder) after the end of the period of six months starting with the day on which the joint Contract-Holder's rights and obligations under this Contract ended.

59. Serious rent arrears (F+)

59.1. If the Contract-Holder is seriously in arrears with the Contract-Holder's rent, the Landlord may on that ground make a possession claim.

59.2. The Contract-Holder is seriously in arrears with the Contract-Holder's rent:

59.2.1. where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
59.2.2. where the rental period is a month, if at least two months' rent is unpaid;
59.2.3. where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
59.2.4. where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

59.3. Section 216 of the Act provides that the court must (subject to any available defence based on the Contract-Holder's Convention rights) make an order for possession of the Dwelling/Property if it is satisfied that the Contract-Holder was seriously in arrears with the Contract-Holder's rent on the day on which the Landlord gave the Contract-Holder the possession notice, and are seriously in arrears with the Contract-Holder's rent on the day on which the court hears the possession claim.

60. Restrictions on making a possession claim under Clause 64 (serious rent arrears) (F+)

60.1. Before making a possession claim on the ground in Clause 59, the Landlord must give the Contract-Holder a possession notice specifying that ground.

60.2. The Landlord may not make the claim before the end of the period of 14 days starting with the day on which the Landlord gives the Contract-Holder the possession notice, or after the end of the period of six months starting with that day.

61. Court's Order for possession – The effect of order for possession (F+)

61.1. If the court makes an order requiring the Contract-Holder to give up possession of the Dwelling/Property on a date specified in the order, this Contract ends if:
61.1.1. the Contract-Holder gives up possession of the Dwelling/Property on or before that date;
61.1.2. on that date;
61.1.3. if the Contract-Holder gives up possession of the Dwelling/Property after that date but before the order for possession is executed, on the day on which the Contract-Holder gives up possession of the Dwelling/Property, or;
61.1.4. if the Contract-Holder does not give up possession of the Dwelling/Property before the order for possession is executed, when the order for possession is executed.

61.2. Clause 66.3 applies if it is a condition of the order that the Landlord must offer a new Contract in respect of the same Dwelling/Property to one or more joint Contract-Holders (but not all of them), and that joint Contract-Holder (or those joint Contract-Holders) continues to occupy the Dwelling/Property on and after the occupation date of the new Contract.

61.3. This Contract ends immediately before the occupation date of the new Contract.

62. Forms of notices etc. (F+)

62.1. Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.

62.2. Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act. These provisions are explained below.

62.3. Any notice given by either party to this Contract to the other may be given by:-

- Delivering it to the other party;
- Leaving it at the other party's:
  - last known residence,
  - place of business, or
  - any other place specified by that person as being a place where that person may receive notice;
- Leaving it at the Dwelling/Property (in the case of notice given by the Landlord to the Contract-Holder).

63. Further Service Provisions

63.1. Service shall be deemed valid if sent by first class post to any of the above places and shall be deemed to have been received by the other party no more than two working days after posting.

63.2. Service shall be deemed valid if sent by email to the following email address provided by the Contract-Holder at the start of the Contract and which the Contract-Holder has confirmed as being their own:

[*Contract-Holder's email address here*]

63.3. The Contract-Holder may also serve notice by email to the following email address which the Agent/Landlord has confirmed as being their own:

[*Landlord/Agent's email address here*]

63.4. Both the Contract-Holder and the Agent/Landlord confirm that there are no limitations to the recipient's Contract to accept service by such means as set out in Section 4.2 of Practice Direction 6A of the Civil Procedure Rules.

63.5. If the email is sent on a business day before 16:30pm then it shall be deemed served that day; or in any other case, the next business day after the day it was sent.

64. Jurisdiction

64.1. This Contract will be subject to the jurisdiction of the Court in England and Wales.

65. Variation (F)

65.1. This Contract may not be varied except by:

65.1.1. Agreement between the Contract-Holder and the Landlord, or

65.1.2. by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

65.2. A variation of this Contract (other than by or as a result of an enactment) must be in accordance with Clause 66.

66. Limitation on variation (F)

66.1. The fundamental terms of this Contract set out in Clause 66.2, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

66.2. The fundamental terms to which Clause 66.1 of this term applies are —

Clause 9 (requirement to use deposit scheme),
Clause 17 (anti-social behaviour and other prohibited conduct),
Clause 46 (joint Contract-Holder ceasing to be a party to the occupation contract),
Clause 47 (death of a sole Contract-Holder),
Clause 48 (permissible termination),
Clause 53 (possession claims),
Clause 56 (false statement inducing - Landlord to make Contract to be treated as breach of conduct).
Clause 65.1.2 and 65.2,
Clause 66

66.3. A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect, unless as a result of the variation:

66.3.1. the fundamental provision which the term incorporates is incorporated without modification, or

66.3.2. the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that the Contract-Holder's position is improved.

66.4. if the variation (regardless of whether it is within Clause 66.3) would render the fundamental term incompatible with a fundamental term set out in Clause 66.2.

66.5. A variation of a term of this Contract is of no effect if it would render a term of this Contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

66.6. Clause 66.4 does not apply to a variation made by or as a result of an enactment.

DOCUMENTATION

The Contract-Holder acknowledges receipt of the documents listed below:

- The Energy Performance Certificate (EPC)
- A current Gas Safety Certificate – if there is a gas supply
- Details of the scheme with which the Contract-Holder's deposit will be registered including details as to how the Contract-Holder will recover the Contract-Holder's deposit on the Contract-Holder's departure
- A check list of the key deposit registration information generally described as “required Information”
- The Electrical Installation and Condition Report (EICR)

The Contract-Holder has further seen and accepts the content of the Annexes attached to this Contract.

SIGNED by the Landlord

Signature:
Name:
Date:

SIGNED by the Contract-Holder

Signature:
Name:
Date:

ANNEX 1: ESTATE MANAGEMENT GROUNDS (F+)

REDEVELOPMENT GROUNDS

Ground A (building works)

The Landlord intends, within a reasonable time of obtaining possession of the Dwelling/Property — (a) to demolish or reconstruct the building or part of the building comprising the Dwelling/Property, or (b) to carry out work on that building or on land treated as part of the Dwelling/Property, and cannot reasonably do so without obtaining possession of the Dwelling/Property.

Ground B (redevelopment schemes)

This ground arises if the Dwelling/Property satisfies the first condition or the second condition.

The first condition is that the Dwelling/Property is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the Landlord intends within a reasonable time of obtaining possession to dispose of the Dwelling/Property in accordance with the scheme.

The second condition is that part of the Dwelling/Property is in such an area and the Landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the Dwelling/Property.

Ground C (charities)

The Landlord is a charity and the Contract holder's continued occupation of the Dwelling/Property would conflict with the objects of the charity.

But this ground is not available to the Landlord ("L") unless, at the time the Contract was made and at all times after that, the person in the position of Landlord (whether L or another person) has been a charity.

In this clause, "charity" has the same meaning as in the Charities Act 2011(1) (see Section 1 of that Act).

Ground D (Dwelling/Property suitable for disabled people)

The Dwelling/Property has features which are substantially different from those of ordinary Dwelling/Property and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the Dwelling/Property and— (a) there is no longer such a person living in the Dwelling/Property, and (b) the Landlord requires the Dwelling/Property for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

The Landlord is a housing association or housing trust which makes Dwelling/Property available only for occupation (whether alone or with others) by people who are difficult to house, and— (a) either there is no longer such a person living in the Dwelling/Property or a local housing authority has offered the Contract-Holder a right to occupy another Dwelling/Property under a secure Contract, and (b) the Landlord requires the Dwelling/Property for occupation by such a person (whether alone or with members of that person's family).

A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for them to satisfy their need for housing

Ground F (groups of Dwelling/Property for people with special needs)

The Dwelling/Property constitutes part of a group of Dwelling/Property which it is the practice of the Landlord to make available for occupation by persons with special needs and— (a) a social service or special facility is provided in close proximity to the group of Dwelling/Property in order to assist persons with those special needs, (b) there is no longer a person with those special needs living in the Dwelling/Property, and (c) the Landlord requires the Dwelling/Property for occupation by a person who has those special needs (whether alone or with members of their family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

The Contract-Holder succeeded to the occupation contract under Section 73 of the Act as a reserve successor (see Sections 76 and 77 of the Act), and the accommodation comprised in the Premises is more extensive than is reasonably required by the Contract holder.

Ground H (joint Contract-Holders)

This ground arises if the first condition and the second condition are met.

The first condition is that a joint Contract holder's rights and obligations under the Contract have been ended in accordance with— (a) Section 138 (withdrawal) of the Act, or (b) Section 225, 227 or 230 (exclusion) of the Act.

The second condition is that— (a) the accommodation comprised in the Dwelling/Property is more extensive than is reasonably required by the remaining Contract-Holder (or Contract holders), or (b) where the Landlord is a community Landlord, the remaining Contract-Holder does not (or the remaining Contract-Holders do not) meet the Landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

This ground arises where it is desirable for some other substantial estate management reason that the Landlord should obtain possession of the Dwelling/Property.

An estate management reason may, in particular, relate to— (a) all or part of the Dwelling/Property, or (b) any other Dwelling/Property of the Landlord to which the Dwelling/Property is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

ANNEX 2: FUNDAMENTAL TERMS AND SUPPLEMENTAL TERMS THAT HAVE BEEN ALTERED OR REMOVED:

Please identify the clause number of the Fundamental or Supplemental term that has been altered and then explain how it has been altered from the original. If the Fundamental or Supplemental term has been removed entirely then please state that it has been removed.

Alteration of supplementary terms relating to The Renting Homes (Supplementary Provisions(Wales) Regulations 2022 as set out as (s) in this contract.

Regulation 9 and Regulation 12: Rent - 12.3 and 12.4

Regulation 14 and Regulation 15
Conditions of Dwelling/Property, Repair and Cleaning -
13.1,13.2,13.4.13.5,13.5.1,13.5.2,13.8,13.9,13.9.1,13.9.2,13.9.3,13.26 and 13.28

Regulation 6
Utilities - 18.7,18.8,18.9 and 18.10

Regulation 21
Locks and Keys - 19.1 and 19.2

Regulation 13 and Regulation 15
Fixtures and Fittings - 20.1 and 20.2

Regulation 29
Alterations and Decorations - 21.1

Regulation 7
Empty Dwelling/Property - 22.1

Regulation 29
Affixation of items - 24.1

Regulation 27
Inventory and Checkout - 26.1,26.2,26.3,26.4,26.5

Regulation 31
Lodgers - 41.3

Regulation 5
Permitted occupiers who are not lodgers or sub-holders - 41.4

Alteration of Fundamental Terms relating to The Renting Homes (Wales) Act 2016 as set out as (F+) in this contract:

Section 92
38. Repair – 38.11

SIGNED by the Landlord

Signature:
Name:
Date:

SIGNED by the Contract-Holder

Signature:
Name:
Date:

ANNEX 3: CLAUSES THAT ONLY APPLY IN A PERIODIC CONTRACT

As per Clause 2.1 of this Contract, certain clauses only apply during a periodic contract. A periodic contract arises at the end of the fixed term, assuming that a new fixed term contract is not entered into, or the contract does not otherwise come to an end.

Some of the clauses in this Annex directly contradict, or otherwise make ambiguous, clauses in the main Contract. In the event that this Contract is periodic, where a clause in this Annex clashes with a Clause in the main Contract then the clause in this Annex is deemed to apply.

Where a clause in this Annex refers to another clause in this Annex then the referred to clause will read "A3, Clause X". Where a clause in this Annex refers to a clause in the main Contract then it will read "Clause X".

1. Withdrawal of a joint Contract-holder (F+)

1.1. A joint Contract-Holder ("the withdrawing Contract-Holder") may withdraw from this Contract by giving a notice (a “withdrawal notice”) to the Landlord.

1.2. The withdrawal notice must specify the date on which the withdrawing Contract-Holder intends to cease to be a party to this Contract (the “withdrawal date”). The withdrawal date must be no less than one month from the date that the withdrawal notice is given to the Landlord.

1.3. The withdrawing Contract-Holder must also give a written warning to the other joint Contract-Holders when giving the withdrawal notice to the Landlord, and a copy of the withdrawal notice must be attached to the warning.

1.4. The Landlord must give a written warning to the other joint Contract-Holders as soon as reasonably practicable after the Landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

1.5. The withdrawing Contract-Holder will cease to be a party to this Contract on the withdrawal date.

1.6. A notice given to the Landlord by one or more (but not all) of the joint Contract-Holders that purports to be a notice under A3, Clause 2 (Contract-Holder’s notice to end a contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

1.7. A3, Clause 1.3 does not apply to a notice which is treated as a withdrawal notice because of A3, Clause 1.6.

1.8. The minimum time period between the date on which a notice under Section 111 and Section 130 of the Act (joint contract-holders: withdrawal) is given to the Landlord, and the date specified in the notice, is one month (S).

2. Termination by the Contract-Holder: Contract-holder's notice (F+)

2.1. The Contract-Holder may end this Contract by giving the Landlord notice that the Contract-Holder will give up possession of the Dwelling/Property on a date specified in the notice.

3. Contract-holder's notice: minimum notice period (F+)

3.1. The date specified in any such notice under A3, Clause 2 may not be less than four weeks after the day on which the notice is given to the Landlord.

4. Termination of contract on contract-holder's notice (F+)

4.1. If the Contract-Holder gives up possession of the Dwelling/Property on or before the date specified in a notice given under A3, Clause 2 this Contract ends on the date specified in the notice.

4.2. If the Contract-Holder gives up possession of the Dwelling/Property after that date but in connection with the notice, this Contract ends either on the day on which the Contract-Holder gives up possession of the Dwelling/Property, or if an order for possession is made, on the date determined in accordance with Clause 61.

4.3. The notice ceases to have effect if, before this Contract ends, the Contract-Holder withdraws the notice by giving further notice to the Landlord, and the Landlord does not object to the withdrawal in writing before the end of a reasonable period.

5. Termination by the Landlord: Landlord's notice (F+)

5.1. The Landlord may end this Contract by giving the Contract-Holder notice that Contract-Holder must give up possession of the Dwelling/Property on a date specified in the notice.

6. Minimum notice period (F+)

6.1. The date specified in any notice given under A3, Clause 5 may not be less than six months after the day on which the notice is given to Contract-Holder.

7. Restrictions on giving further notices under A3, Clause 5 (Landlord's notice) (F+)

7.1. A3, Clause 7.2 and 7.3 apply where, a Landlord has given Contract-Holder a notice under A3, Clause 5 ("the first notice"), and the Landlord has subsequently withdrawn the notice pursuant to A3, Clause 10.3.

7.2. The Landlord may not give another notice under A3, Clause 5 to the Contract-Holder before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with A3, Clause 7.3 of this term.

7.3. The Landlord may give one more notice under A3, Clause 5 to the Contract-Holder during the period of 28 days starting with the day on which the first notice was given.

7.4. A3, Clause 7.5 applies where a Landlord has given a contract-holder a notice under A3, Clause 5, and the period for making a possession claim on the ground in A3, Clause 8 has ended without the Landlord having made a claim.

7.5. The Landlord may not give another notice under A3, Clause 5 to Contract-Holder before the end of the period of six months starting with the last day of the period before the end of which the Landlord could have made the claim pursuant to A3, Clause 9.

8. Recovery of possession following a notice given under A3, Clause 5 (F+)

8.1. If the Landlord gives Contract-Holder a notice under A3, Clause 5, the Landlord may on that ground make a possession claim.

8.2. Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the Dwelling/Property, unless Section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on the Contract-Holder's Convention rights).

9. Restriction on making a possession claim under A3, Clause 8 (F+)

9.1. The Landlord may not make a possession claim on the ground in A3, Clause 8 before the date specified in the notice given by the Landlord to the Contract-Holder under A3, Clause 5, or after the end of the period of two months starting with that date.

10. Termination of contract following a notice given under A3, Clause 5 (F+)

10.1. If the Contract-Holder gives up possession of the Dwelling/Property on or before the date specified in a notice under A3, Clause 5, this Contract ends on the date specified in the notice.

10.2. If the Contract-Holder gives up possession of the Dwelling/Property after that date but in connection with the notice, this Contract ends on the day on which the Contract-Holder gives up possession of the Dwelling/Property, or if an order for possession is made, on the date determined in accordance with Clause 66.

10.3. The notice ceases to have effect if the Landlord withdraws the notice by giving the Contract-Holder a further notice, or before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given, the Landlord withdraws the notice by giving further notice to the Contract-Holder, and the Contract-Holder does not object to the withdrawal in writing before the end of a reasonable period.

11. Restrictions on giving notice under A3, Clause 5: notice may not be given until after the first six months of occupation (F+)

11.1. The Landlord may not give notice under A3, Clause 5 before the end of the period of six months starting with the occupation date.

11.2. If this Contract is a substitute occupation contract, the Landlord may not give such notice under A3, Clause 5 before the end of the period of six months starting with the occupation date of the original contract.

11.3. For the purposes of A3, Clause 11.2, an occupation contract is a substitute occupation contract if:

11.3.1. the occupation date of this Contract falls immediately after the end of a preceding occupation contract,

11.3.2. immediately before the occupation date of this Contract a Contract-Holder under this Contract was a Contract-Holder under the preceding contract and a Landlord under this Contract was a Landlord under the preceding contract, and

11.3.3. this Contract relates to the same (or substantially the same) Dwelling/Property as the preceding contract,

and

11.4. "original contract" means:

11.4.1. where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;

11.4.2. where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

12. Restriction on giving notice under A3, Clause 5 following retaliatory possession claim (F+)

12.1. A3, Clause 12.2 applies where the Landlord (having given the Contract-Holder a notice under A3, Clause 5) has made a possession claim on the ground in A3, Clause 8, and the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see Section 217 of the Act).

12.2. The Landlord may not give another notice under A3, Clause 5 to the Contract-Holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

13. Further restrictions on giving notice under A3, Clause 5 - failure to provide written statement (F)

13.1. The Landlord may not give notice under A3, Clause 5 at a time when the Contract-Holder has not been given a written statement of the Contract under Clause 5, or the Landlord is aware that the identity of the Contract-Holder has changed, and the new Contract-Holder has not been given a written statement of the contract under Clause 5.2.

14. Restriction on giving notice under A3, Clause 5 – late provision of written statement (F)

14.1. If the Landlord has failed to comply with Clause 5.1 and 5.2, the Landlord may not give notice under A3, Clause 5 during the period of six months starting with the day on which the Landlord gave a written statement of this contract to Contract-Holder.

15. Restriction on giving notice under A3, Clause 5 – failure to provide information about Landlord (F)

15.1. The Landlord may not give notice under A3, Clause 5 at a time when the Landlord has not provided a notice in accordance with the Landlord's duty to provide information under Clause 7.

16. Restriction on giving notice under A3, Clause 5 – failure to provide a valid energy performance certificate (F)

16.1. The Landlord may not give notice under A3, Clause 5 at a time when the Landlord has not complied with regulation 6(5) of the EPB Regulations.

16.2. For the purposes of this Clause, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to Contract-Holder when a certificate given to Contract-Holder in compliance with that regulation ceases to be valid under the EPB Regulations).

16.3. In this term— "the EPB Regulations" means the Energy Performance of Buildings (England and Wales) Regulations 2012(1); "valid energy performance certificate" is to be interpreted in accordance with the EPB Regulations.

17. Restriction on giving notice under A3, Clause 5 – breach of security and deposit requirements (F)

17.1. The Landlord may not give notice under A3, Clause 5 at a time when security required by the Landlord in connection with the contract in a form not permitted - see Definitions - has not been returned to the person by whom it was given.

17.2. The Landlord may not give a notice under A3, Clause 5 at a time when any of A3, Clause 17.3 to 17.5 apply unless either a deposit paid in connection with this Contract has been returned to the Contract-Holder (or any person who paid the deposit on the Contract-Holder's behalf) either in full or with such deduction as may have been agreed, or an application to the county court has been made under paragraph 2 of Schedule 5 to the Act(2) and has been determined by the county court, withdrawn, or settled by agreement between the parties.

17.3. This paragraph applies if a deposit has been paid in connection with this Contract but the initial requirements of an authorised deposit scheme have not been complied with.

17.4. This paragraph applies if a deposit has been paid in connection with this Contract but the Landlord has not provided the information required by Clause 9.2.

17.5. This paragraph applies if a deposit paid in connection with this Contract is not being held in accordance with an authorised deposit scheme.

18. Restriction on giving notice under A3, Clause 5 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 ("the Fees Act") (F)

18.1. The Landlord may not give a notice under A3, Clause 5 at a time when a prohibited payment (within the meaning of the Fees Act) has been made in relation to this Contract as described in Section 2 or 3 of that Act, and that prohibited payment has not been repaid.

18.2. The Landlord may not give a notice at a time when a holding deposit (within the meaning of the Fees Act) paid in relation to this Contract has not been repaid, and the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

18.3. In determining for the purposes of this Clause whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following: a payment of rent under this Contract, or a payment required as security in respect of this Contract.

19. Restriction on giving notice under A3, Clause 5 – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)

19.1. The Landlord may not give notice under A3, Clause 5 at a time when the Dwelling/Property is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a Dwelling/Property), and as a result, the Landlord is required under Part 4 of the Act to take steps to stop the Dwelling/Property from being treated as unfit for human habitation by virtue of that regulation.

20. Restriction on giving notice under A3, Clause 5 – failure to supply electrical condition report etc. (F)

20.1. The Landlord may not give notice under A3, Clause 5 at a time when the Dwelling/Property is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the Contract-Holder such a report or written confirmation of certain other electrical work), and as a result, the Landlord is required under Part 4 of the Act to take steps to stop the Dwelling/Property from being treated as unfit for human habitation by virtue of that regulation.

21. Restriction on giving notice under A3, Clause 5 – failure to provide gas safety report to contract-holder (F)

21.1. The Landlord may not give notice under A3, Clause 5 at a time when the Landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

21.2. For the purposes of A3, Clause 21.1, a Landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when the Landlord has ensured that the Contract-Holder have been given, or (as the case may be) there is displayed in a prominent position in the Dwelling/Property, a copy of the applicable gas safety record, and (b) that record is valid.

21.3. For the purposes of A3, Clause 21.2 of this term, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

21.4. In this term— “check for safety” means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations; “gas safety record” means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations; “Gas Safety Regulations” means the Gas Safety (Installation and Use) Regulations 1998(1).

22. Variation (F+)

22.1. This Contract may not be varied except in accordance with:

22.1.1. A3, Clauses 23, 24 and 25,

22.1.2. by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

22.2. A variation of this contract (other than by or as a result of an enactment) must be in accordance with A3, Clause 26.

23. Variation of rent (F+)

23.1. The Landlord may vary the rent payable under this Contract by giving the Contract-Holder a notice setting out a new rent to take effect on the date specified in the notice.

23.2. The period between the day on which the notice is given to the Contract-Holder and the specified date may not be less than two months.

23.3. Subject to: the first notice may specify any date, and subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

24. Variation of other consideration (F+)

24.1. Where consideration other than rent is payable under this Contract, the amount of consideration may be varied by agreement between the Landlord and the Contract-Holder, or by the Landlord in accordance with A3, Clause 24.2 and 24.4.

24.2. The Landlord may give the Contract-Holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.

24.3. The period between the day on which the notice is given to the Contract-Holder and the specified date may not be less than two months.

24.4. Subject to: the first notice may specify any date, and subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

25. Variation of terms other than rent (F+)

25.1. The fundamental terms, supplementary terms and additional terms of this Contract may be varied (subject to A3, Clause 26) by agreement between the Landlord and the Contract-Holder.

26. Limitation on variation (F)

26.1. The fundamental terms of this contract set out in A3, Clause 26.2, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

26.2. The fundamental terms to which A3, Clause 26.1 applies are:

Clause 9 (requirement to use deposit scheme),
Clause 17 (anti-social behaviour and other prohibited conduct),
Clause 46 (joint contract-holder ceasing to be a party to the occupation contract),
Clause 47 (death of sole contract-holder),
Clause 48 (permissible termination),
Clause 53 (possession claims),
Clause 61 (false statement - inducing Landlord to make contract to be treated as breach of conduct).
A3, Clauses 13 to 21 (further restrictions on giving Landlord's notice under A3, Clause 5)
A3 22.1.2 and 22.2
This Clause,

26.3. A variation of any other fundamental term (other than by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect, unless, as a result of the variation, the fundamental provision which the term incorporates is incorporated without modification, or the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that Contract-Holder position is improved; if the variation (regardless of whether it is within this Clause) would render the fundamental term incompatible with a fundamental term set out in A3, Clause 26.2.

26.4. A variation of a term of this Contract is of no effect if it would render a term of this Contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

26.5. A3, Clause 26.4 term does not apply to a variation made by or as a result of an enactment.

27. Written statement of variation (F+)

27.1. If this Contract is varied, other than by or as a result of an enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers, the Landlord must, before the end of the relevant period, give the Contract-Holder a written statement of the Clause(s) varied, or a written statement of this Contract as varied, unless the Landlord has given notice of the variation in accordance with A3, Clauses 23, 24.2 and 24.4

27.2. The relevant period is the period of 14 days starting with the day on which this Contract is varied.

27.3. The Landlord may not charge a fee for providing a written statement under A3, Clause 27.1.

ANNEX 4: REQUIRED INFORMATION

Please note that The Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022 **are required to be signed by the Landlord, not their Agent. The information for the Landlord should be the Landlord's information and not their Agent's.**

The details of the scheme are set out in Clause 10 of this Contract.

Landlord's Details:

Name:	Telephone Number:
Address:	Email:

Contract-Holder's Details (1):

Name:	Telephone Number:
Address:	Email:
Post-Contract Address:	Post-Contract Telephone Number:
Post-Contract Email:	

Contract-Holder's Details (2):

Name:	Telephone Number:
Address:	Email:
Post-Contract Address:	Post-Contract Telephone Number:
Post-Contract Email:	

Relevant Person (if any):

Name:	Telephone Number:
Address:	Email:
Post-Contract Address:	Post-Contract Telephone Number:
Post-Contract Email:	

The scheme supplies a leaflet for Contract-Holders and the information in that leaflet is provided with this document. Please see www.tenancydepositscheme.com for further information provided by the scheme.

The deposit will only be repaid at the end of the Contract when the conditions set out in the Contract have been completed and the Landlord and Contract-Holder have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.

If either party is not contactable at the end of the Contract then the other party should seek advice from the deposit scheme provider at the above contact details.

If the Landlord and Contract-Holder do not agree with each other about the amount of the deposit refund at the end of the Contract, they may either apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.

The scheme offers free dispute resolution for deposits it covers. Please contact the scheme using the details above for further information.

The Deposit value is	£X.XX
The address of the Dwelling/Property to which the contract relates is:	

The reasons for possible deductions from the deposit are set out in Clause 9 of the Contract.

The Landlord confirms that the information provided in this Relevant are accurate to the best of the Landlord's knowledge and belief. In signing this Relevant Information, the Contract-Holder confirms that the Landlord has given the Contract-Holder the opportunity to sign any document containing the Relevant Information provided herein. For the avoidance of doubt, even if this Relevant Information is not signed by the Contract-Holder, the Landlord will still have been deemed to have given the Contract-Holder the *opportunity* to sign by having sent it to the Contract-Holder.

SIGNED by the Landlord

Signature:
Name:
Date:

SIGNED by the Contract-Holder

Signature:
Name:
Date: