

THIS AGREEMENT is made on the XX day of XXX XX

BETWEEN:-

- (1) **(LL NAME AND ADDRESS)**
(hereinafter called the “Landlord”); and
- (2) **TEIGNBRIDGE DISTRICT COUNCIL** of Forde House, Brunel Road, Newton Abbot, Devon TQ12 4XX (hereinafter called the “Tenant”)

NOW THIS AGREEMENT WITNESSETH as follows:-

1. DEFINITIONS AND INTERPRETATION

Throughout this Agreement including the schedules the following words and expressions shall have the following meanings:

- 1.1 “Property” means the dwelling house or flat known as
(PROPERTY Address)
- 1.2 “Term” means 12 months commencing from (INSERT START AND END DATE)
- 1.3 “User” means as a dwelling for the provision of temporary housing accommodation in accordance with the provisions of paragraphs 4 and or 6 of Schedule 1 of the Housing Act 1985. For the avoidance of any doubt any tenancy entered into with a Sub-tenant by the Tenant will be a non-secure sub-tenancy for the purpose of providing temporary housing accommodation as stated above.
- 1.4 “Insured Risks” means fire, lightning, explosion, damage or impact caused by aircraft (including articles dropped therefrom) subsidence, land slip, heave, riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, escape of water from bursting or overflowing water pipes, tanks, sprinkler systems or other apparatus, the breakage or collapse of communication aerials, falling trees, the escape of oil from a heating system or other apparatus and accidental damage together with such other risks as the Landlord shall from time to time reasonably deem it prudent to insure against or that the Tenant shall reasonably require.
- 1.5 “Schedule of Condition” means the Schedule of Condition of the Property as annexed to this Agreement.
- 1.6 “Rights” means the rights granted to the Tenant as set out in the Second Schedule to this Agreement.

- 1.7 “Exceptions and Reservations” means the rights reserved to the Landlord as set out in the Third Schedule to this Agreement.
- 1.8 “Building” means the building known as **(PROPERTY ADDRESS)** in which the property is located.
- 1.9 “Sub-tenant” means any person or persons (if applicable) with whom the Tenant enters into a sub-tenancy in accordance with the User and clause 3.8 of this Agreement.
- 1.10 “Common Parts” means the Interior Common Parts and the Exterior Common Parts together
- 1.11 “Interior Common Parts” means the entrance halls landings lifts staircases passages toilets kitchens and other areas within the Building provided for the common use and enjoyment of the Tenant, Sub-Tenant and all other lessees and other occupiers of the Building
- 1.12 “Exterior Common Parts” means any communal gardens, bin areas, storage areas together with all pedestrian and vehicular ways and forecourts giving access to the Building which are provided for the common use and enjoyment by the Landlord, the Tenant, Sub-Tenant and all other tenants of the Building and all other persons expressly or impliedly authorised by them save for when they are closed for repair or in the case of an emergency.
- 1.9 Throughout this Agreement;-
- 1.9.1 Words importing the masculine gender only shall include the feminine and neuter gender where appropriate;
- 1.9.2 Words importing the singular number only shall include the plural number and vice versa;
- 1.9.3 Where a party comprises more than one person, the covenants and obligations entered into by that party are to be construed as having been made by all such persons jointly and severally;
- 1.9.4 Any reference to any statute shall (unless otherwise stated) include any re-enactment, consolidation and/or renewal thereof for the time being in force and any references to any statute or statutes in general shall include any order, instrument, plan, regulation, permission or direction made or issued thereunder or deriving validity therefrom.
- 1.9.5 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation and references to a clause, sub-clause, schedule or paragraph are (unless otherwise stated) to a clause or sub-clause in and a schedule to this Agreement and to a paragraph of the relevant schedule.

2. RENT AND DEMISE

- 2.1 In consideration of the rent hereinafter reserved to be paid and the covenants to be performed and observed by the Tenant, the Landlord hereby demises the Property to the Tenant together with the Rights but subject to the Exceptions and Reservations TO HOLD the Property to the Tenant for the Term YIELDING AND PAYING to the Landlord the rent of **INSERT RENAL AMOUNT (£XXX per week)** (the "Rent") **(£XXX per Qtr)** such Rent to be payable quarterly in advance within two weeks of the first day of each quarter, PROVIDED ALWAYS that if the Landlord shall default on his mortgage payments (if any) to his Mortgagee during the Term of this Agreement the Tenant shall, on being notified by the Mortgagee, pay the rent to the Mortgagee in lieu of paying it to the Landlord.

3. TENANT'S COVENANTS WITH THE LANDLORD

The Tenant hereby agrees and covenants with the Landlord as follows:

FINANCE

- 3.1 To pay the Rent at the times and in the manner as set out in this Agreement.

REPAIRS

- 3.2 To keep the interior of the Property (other than internal load bearing walls and roof and floor joists but including floor boards and ceilings and plaster or other surface material applied to the interior faces of all load bearing walls) and window panes and window fastenings and electric wiring and the Landlord's fixtures and fittings in good and tenantable repair and in proper working order PROVIDED ALWAYS that the Tenant's liability to repair under this clause shall at all times during the Term be limited to the sum of Two Hundred and Fifty Pounds (£250) and shall not extend to:

3.3.1 wants of repair caused by fair wear and tear to the Property or any of the Landlord's fixtures and fittings; or by

3.3.2 any outbreak of dry or wet rot or any rising or penetrating damp at the Property no matter howsoever it arose or was caused except in so far as any such outbreak or damp is caused by any act or default of the Tenant or anyone at the Property expressly or by implication with the Tenant's authority; or by

3.3.2 any outbreak of condensation or mould at the Property no matter howsoever it arose or was caused except in so far as any such outbreak or damp is caused by any act or default of the Tenant or anyone at the Property expressly or by implication with the Tenant's authority; or by

- 3.3.3 damage caused by an Insured Risk other than where the insurance money is irrecoverable in consequence of any act or default of the Tenant or anyone at the Property expressly or by implication with the Tenant's authority; or
- 3.3.4 any repairs or other works for which the Landlord is liable under clauses 4.2, 4.4, 4.5, 4.6 and 4.14 of this Agreement; or
- 3.3.5 the repair replacement or renewal of those of the Landlord's fixtures and fittings as are listed in the First Schedule to this Agreement which the Tenant hereby confirms are not required at the Property by it and the Landlord and Tenant hereby agree that the said items have been left at the Property solely at the risk of the Landlord and as a result neither the Tenant nor any Sub-tenant or visitors to the Property can be held responsible for or be liable for any damage caused to or be liable for the replacement of such items and they will therefore not be repaired replaced renewed or reinstated by or at the expense of the Tenant or any Sub-tenant or visitor to the Property at the end of the Term or on the earlier determination of this Agreement.

and also PROVIDED THAT

(i) the Tenant shall not be liable by virtue of this sub-clause to keep the Property or the Landlord's fixtures and fittings in a better state of repair than is evidenced by the Schedule of Condition and at the end of the Term or on the earlier determination of this Agreement the Tenant will surrender and yield up the Property with vacant possession thereof in a state and condition consistent with the proper performance of the Tenant's obligations under this Agreement but in no better condition than is evidenced by the Schedule of Condition.

(ii) the Tenant shall not be required to redecorate the Premises at any time during the Term or on the earlier determination of the Term to any greater standard than as evidenced by the Schedule of Condition.

(iii) the Tenant shall not be liable for any damage, damages, costs, claims, expenses or other sums incurred by the Landlord at any time during the Term which are the direct or indirect result of latent defects at the Property including for the avoidance of doubt any defect due to the defective design of the Property or defective workmanship in relation to any works carried out to at or in the Property at any time including any period before the commencement of this Agreement.

(iv) For the avoidance of doubt the Tenant hereby confirms that if damage is caused maliciously to the Property or as a result of the misuse of the Property by a sub-tenant or visitor to or at the Property with the Sub-tenant's permission and there is clear and irrefutable evidence of the same then the Tenant, at all times during the Term acting in its sole discretion, may decide to pay a sum to the Landlord of

up to a maximum of one month's Rent to the Landlord as compensation, such sum to be paid if required in the reasonable opinion of the Tenant as soon as reasonably practicable after the end or earlier determination of the Term

(v) If the cost of the repairs required to the Premises exceeds the sum set out in sub-clause 3.3 above then the Landlord will at all times during the Term be solely responsible for paying the total amount of the costs which exceeds the said sum. The amount by which the total cost of the repairs exceeds £250 will be deducted from future rental payments to the Landlord in such amounts as the Tenant shall consider appropriate.

- 3.3 To ensure that any garden at the Property is kept in a clean and tidy manner.
- 3.4 To inform the Landlord within seven (7) working days of the Tenant becoming aware of any damage to the structure or exterior of the Property or any other parts of the Property which the Landlord is liable to repair in accordance with the terms of this Agreement.
- 3.5 To permit the Landlord and the Landlord's duly authorised agents upon giving four days prior written notice to the Tenant, to enter upon and examine the condition of the Property at all reasonable times together, if deemed necessary by the Landlord, with such operatives and plant and equipment as may be needed to execute repairs on at or to the Property and to any adjoining premises belonging to the Landlord provided that the Property will be reinstated as soon as possible thereafter to the reasonable satisfaction of the Tenant .

USE/SUB LETTING OF THE PROPERTY

- 3.6 Not to assign, part with or share possession of the whole or part of the Property SAVE as set out in sub-clause 3.8 of this Agreement.
- 3.7 To use the Property at all times during the Term for the User only.
- 3.8 To use reasonable endeavours to ensure that any Sub-tenant uses the Property for residential purposes only and does not use the Property for any illegal or immoral purpose, or carry out any form of business at or in the Property that may cause a nuisance to neighbouring residents.
- 3.9 Not to cut, maim, or make any structural alterations or additions to the Property save only as permitted by sub-clause 3.11 of this Agreement.
- 3.10 Not to make any internal non-structural alterations to the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 3.11 Not to make any alteration to the structure of the Property whatsoever.

- 3.12 To permit the Landlord during the three months immediately preceding the determination of this Agreement to affix and retain without interference upon any part of the Property a notice for the sale or re-letting of the same and during the said three months to permit persons with written authority from the Landlord to view the Property PROVIDED they or the Landlord have arranged a prior appointment with the Tenant and any Sub-tenant living at the Property.
- 3.13 To keep the Landlord's fixtures and fittings (other than those listed in the First Schedule hereto) in good and tenable repair, fair wear and tear excepted and to make good all damage thereto arising otherwise than from damage by an Insured Risk or reasonable and proper use.
- 3.14 To comply with the lawful requirements of any statutory or other competent authority save insofar as such requirements are the responsibility of the Landlord under the terms of this Agreement.
- 3.15 To use reasonable endeavours to ensure that any Sub-tenant or those persons living with or visiting the Sub-tenant does not cause a nuisance or annoyance to the Landlord its agents, staff or any of its other tenants or the owners and occupiers of adjoining premises PROVIDED THAT if the Landlord provides substantive evidence that the Sub-tenant or any person living with or visiting the Sub-tenant is causing a nuisance or annoyance to the Landlord its agents, staff or tenants or the occupiers of any adjoining premises then the Tenant will use reasonable endeavours to take such action as may be required to ensure that the nuisance or annoyance ceases. For the avoidance of doubt such action could involve the Tenant taking possession proceedings against the Sub-tenant.
- 3.16 If at the expiry of the Term the Tenant is unable to provide the Landlord with vacant possession of the Property as a Sub-tenant is still living at the Property then the Tenant shall continue to pay the Rent and any other sums due under this Agreement to the Landlord at the times and in the manner aforesaid until such time as the Tenant is able to provide the Landlord with vacant possession of the Property and for the avoidance of doubt this Agreement will continue until determined in accordance with the terms of this Agreement but for the avoidance of doubt any period of extension as referred to above shall not last longer than the period which is six (6) calendar months from the end of the Term.

4. LANDLORD'S COVENANTS WITH THE TENANT

The Landlord covenants with the Tenant as follows:-

FINANCE

- 4.1 To pay all existing and future taxes assessments and outgoings imposed or charged upon the Property other than those to be borne by the Tenant under the terms of this Agreement.

REPAIRS

- 4.2 To comply with all existing and future legislation and all obligations imposed therein regarding the use and occupation of the Property for the User and for the avoidance of doubt the Landlord and the Tenant hereby agree that such legislation includes (but not on an exhaustive basis) planning law, building regulations, the safety of gas and electrical equipment or appliances, environmental health law and all aspects of health and safety legislation.
- 4.3 To fully indemnify the Tenant against all actions claims demands costs and expenses of whatever nature which may be brought made or incurred by the Tenant at any time during the Term in consequence of Landlord's failure to comply with the terms of this Agreement.
- 4.4 At all times during the Term to:-
- 4.4.1 keep the structure (including any integral fixtures and fittings), roof and other exterior parts of the Property (including boundary walls whether interior or exterior) and any load bearing compartmental or separating walls within the Building in good and proper repair.
- 4.4.2 keep the Common Parts (if any) of the Building including the drains, gutters and external pipes and the lifts (if any) serving the Property in good and proper repair or if the said Common Parts are not the responsibility of the Landlord to use all his reasonable efforts to procure that such areas are maintained repaired and renewed by the owner of the freehold of the Building or the management company responsible for managing the Building or the superior landlord (if any).
- 4.5 At its sole cost to repair, replace, renew or reinstate any items listed in the Schedule which are damaged broken or destroyed during the Term.
- 4.6 To carry out any repairs for which liability would be imposed upon the Landlord by the Landlord and Tenant Act 1985 section 11 notwithstanding the provisions of section 14 of that Act if it applied to this Agreement.

PROVIDED THAT

- (i) if the Landlord fails to carry out its responsibilities under clause 4.4 of this Agreement after receiving reasonable notice from the Tenant and do any works or repairs required in accordance with the said clause then the Tenant shall be entitled to carry out all necessary works or repairs needed to the Property in its reasonable opinion and all costs incurred by the Tenant in carrying out the said works or repairs shall be immediately repayable by the Landlord to the Tenant and shall be treated as a debt owed to the Tenant by the Landlord.

(ii) If any works or repairs required in relation to Emergency Repairs, Urgent Repairs, First Priority Routine Repairs or Second Priority Routine Repairs (as defined below) are needed to the Property then the Tenant, after taking all reasonable steps to inform the Landlord of the same and in the absence of being able to contact the Landlord or obtaining a prompt response appropriate to the level of urgency from the Landlord, shall be entitled to carry out the said repairs to protect the Property from further damage or deterioration and to keep it in a habitable condition, and for the avoidance of any doubt in the event of the Tenant carrying out any such works or repairs above the Tenant shall be entitled to recover all proper and reasonable costs incurred by it in doing so from the Landlord as a debt or by way of making deductions from future payments of Rent as the Tenant in its sole decision shall decide.

“Emergency Repairs” means repairs needed to the Property as a result of damage caused by the total loss of electricity, gas or water supply, flooding, severe storm damage, blocked or ruptured drains or any other defect with or repair needed to the Property which would put the health safety or security of the Tenant, the Sub-tenant or anyone else staying at or visiting the Property in immediate risk or danger or which would adversely affect the structure of the Property and therefore make the Property uninhabitable by the Tenant or the Sub-tenant. Such repairs are to be carried out immediately by the Landlord or their agent as soon as the Landlord is made aware that they are required to the Property by the Tenant save for in instances where the failure of the electricity, water or gas supplies requires work to be carried out by the relevant utility company to the Property in which case such work must be done before the Landlord or his/her agent can carry out any works to or at the Property which are required in order to restore the relevant supply.

“Urgent Repairs” means repairs needed to the Property as a result of a partial loss of electricity, water, or gas supply, rotten floorboards or stair treads, defective overflows, minor electrical faults, roof leaks, blocked gutters or severe dampness or such other defects which in the opinion of the Tenant should be classed as such repairs, these repairs must be carried out by the Landlord or his/her appointed agent within 5 working days from the date on which the Landlord is made aware that they are required to the Property by the Tenant.

“First Priority Routine Repairs” means repairs needed to the Property which need to be carried out to it but do not prevent the Tenant, the Sub-tenant or any visitors from staying at or visiting the Property, such repairs must be carried out by the Landlord or his/her appointed agent within 20 working days from the date on which the Landlord is made aware that they are required to the Property by the Tenant. Such repairs will include but not be limited to repairs to external walls, fences and paths, walls, brickwork, slates/tiles, plaster, repairs to gutters and down pipes and the cutting, pollarding and removal of trees and shrubs.

“Second Priority Routine Repairs” means repairs needed to the Property which need to be carried out to it but do not prevent the Tenant, the Sub-tenant or any visitors from staying at or visiting the Property, such repairs to be carried out by the Landlord or his/her appointed agent within 40 working days from the date on which the Landlord is made aware that they are required to the Property by the Tenant. Such repairs will include but not be limited to the renewal of baths, basins or toilets, the repair or replacement of gates at the Property.

4.7 To insure and keep the Property and all parts of the Building (if any) insured as long as the Landlord owns the freehold of the Building against loss or damage caused by the Insured Risks in the full reinstatement value of the Building and the Property and to produce to the Tenant upon demand a copy of the policy of insurance and the receipt or receipts for the premiums in respect thereof and to expend all monies received by virtue of such insurance in rebuilding and reinstating the Building and the Property or (as the case may be) replacing the Landlord’s fixtures and fittings so damaged or destroyed and to make up any deficiency out of his own monies.

4.7.1 If the Landlord does not own the freehold of the Building then the Landlord is to use all reasonable endeavours to procure that the owner of the freehold of the Building or any management company appointed by them to manage the Building or any superior landlord does keep the Building including the Property insured at all times during the Term in the full reinstatement value of the same.

4.7.2 An insurance policy complies with the terms of this Clause if:-

4.7.2.1 It is effected in the name of the Landlord or superior landlord and in the names of such other persons interested in the Building and the Property as the Landlord shall from time to time consider appropriate;

4.7.2.2 It provides cover against loss or damage to the Property by any of the Insured Risks to the extent that such cover is for the time being available for property of the type of the Building and the Property;

4.7.2.3 The sum insured includes an appropriate percentage of the rebuilding costs for all professional fees which will be incurred in rebuilding or reinstating the Building destroyed or damaged by an Insured Risk and for two year’s loss of rent; and

4.7.2.4 It is effected at an insurance office of good repute which is also a member of the Association of British Insurers.

4.8 That the Tenant shall peacefully hold and enjoy the Property during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord.

4.9 That all necessary consents and permissions relating to the grant of this Agreement and the use of the Property in accordance with the User have been obtained from the Landlord's insurers and any mortgagee or other person who has an interest in the Property.

4.10 **MAINTENANCE**

4.10.1 On or before the date hereof to enter into contracts (the "Maintenance Contracts"), if not already existing, for the regular maintenance and servicing of the space and water heating systems serving the Property and the other gas and electrical installations within the Property ("the Installations") and at the Landlord's sole expense to maintain such contracts and make all payments due thereunder throughout the whole of the Term.

4.10.2 To procure that the Maintenance Contracts, if not already entered into, which will be entered into by the Landlord are on such terms and in such form as the Tenant shall reasonably specify and be with contractors previously approved by the Tenant (such approval not to be unreasonably withheld or delayed) and the Landlord hereby irrevocably authorises the Tenant who shall act reasonably) to instruct the contractors under the Maintenance Contracts to undertake any maintenance servicing or repair works to the Installations which may be required from time to time in accordance with the appropriate legislation PROVIDED THAT any such works will be carried out entirely at the cost and expense of the Landlord (save only to the extent that such costs and expenses are the responsibility of the contractors under the Maintenance Contracts) and the Landlord agrees to fully indemnify the Tenant against any costs, expenses or other sums which the Tenant may incur as a result of such maintenance.

4.10.3 If the Landlord has already entered into Maintenance Contracts before the date of this Agreement then the following shall apply:-

(i) The Landlord shall on or before the date of this Agreement provide the Tenant with full details of the contractor or contractors he has entered into the Maintenance Contracts with, including providing the Tenant with copies of the said contracts and proof that they have each been fully paid for by the Landlord.

(ii) If any of the Maintenance Contracts expire or are brought to an end by the relevant contractor at any time during the Term then the Landlord shall use its best endeavours to enter into a new Maintenance Contract for the service required with a contractor previously approved in writing by the Tenant (such approval not to be unreasonably withheld or delayed) on or before the expiry of the existing contract. If this is not possible then the Landlord shall use its best endeavours to enter into a new Maintenance Contract for the service required with a new contractor as soon as possible after the expiry or termination of the existing contract.

4.10.4 To provide the Tenant with copies of the Maintenance Contracts at least once in every calendar year.

4.10.5 To maintain repair renew and keep the Installations in good working order at all times during the Term but only to the extent that such maintenance, repair and renewal is not actually carried out under the Maintenance Contracts.

4.10.6 To ensure that:-

- (i) the Installations including any cooking apparatus have been serviced by a properly qualified person within the period of three months before the start of the Term and thereafter will be serviced once during each year of the Term and for the avoidance of doubt the gas contractor must be GAS SAFE registered and electricity contractor must have been approved by NICEIC or such other regulatory bodies which replace them respectively and that the Landlord will at its sole expense provide the Tenant on or before the commencement date of this Agreement with a valid Gas Safety Certificate, valid Electricity Safety Certificate and Energy Performance Certificate. The Landlord at its sole expense will also provide the Tenant with a valid Gas Safety Certificate and Electricity Safety Certificate for each year of the Term.
- (ii) If the Installations have not been serviced within the period of three months before the start of the Term or if the Landlord does not have any valid certificates as mentioned in sub-clause 4.10.6 (i) above then the Landlord must pay for and obtain the said certificates.
- (iii) The Landlord must also provide the Tenant with a valid Energy Performance Certificate in the appropriate form on or before the start of the Term.

4.10.7 To observe and perform the covenants and conditions of any head Agreement (if any) and where not obliged to do so under the terms of any head Agreement then to procure compliance of the obligations under any superior Agreement (if any)

4.10.8 To keep any gardens (including all sheds, outbuildings, greenhouses, fencing and hedges) forming part of the Building, if it is the Landlord's responsibility to do so or if not to procure that the owner of the freehold of the Property or the management company or the superior landlord will do so and if applicable to keep any garden at the Property tidy at all times during the Term and to keep all hedges and grass at the Property regularly trimmed and cut

4.10.9 To repair, renew or replace any of the Furniture or furnishings which have become unusable due to fair wear and tear, defect or bad workmanship at any time during the Term

- 4.10.10 To remedy any outbreak of dry or wet rot, or any rising or penetrating damp which occurs at the Property at any time during the Term whether such rot or damp arises from leaks penetration or failure of the damp proofing membrane at the Property.
- 4.11 That the Property complies with all applicable legislative fire safety standards and that it contains fitted and fully operational smoke detectors both as at the date of this Agreement and that it will do so at all times during the Term.
- 4.12 That all electrical and gas installations in on or at the Property have been tested prior to the commencement of this Agreement and comply with current standards dictated by the relevant legislation.
- 4.13 That there are no outstanding taxes or service bills in relation the Property as at the commencement of this Agreement.
- 4.14 To be responsible for remedying any repairs to the Property required at any time during the Term (notwithstanding that such repairs might otherwise be the responsibility of the Tenant under the provisions of this Agreement) from the date of this Agreement SAVE for any repairs resulting from the act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority.
- 4.15 That three full sets of keys to the Property have been handed over to the Tenant on or before the date of this Agreement.

5 PROVISOS.

The Landlord and the Tenant hereby agree that:-

FORFEITURE OF AGREEMENT

5.1

- 5.1.1 If the Rent hereby reserved or any part thereof shall remain unpaid for twenty-eight (28) days after becoming due (whether formally demanded or not) or if the Tenant is in breach of any material agreements and covenants as contained in this Agreement the Landlord may at any time thereafter re-enter the Property or any part thereof in the name of the whole and thereupon this Agreement shall absolutely cease and determine subject to the Tenant's right to claim relief from forfeiture.
- 5.1.2 For the avoidance of doubt it is hereby agreed and declared that this Agreement shall be determined and vacant possession shall be afforded by the Tenant to the Landlord's mortgagee (the "Mortgagee") as soon as reasonably possible, but in all cases not before the expiration of one calendar month from the date that the Tenant is notified by the Landlord's mortgagee that it wishes to exercise its power of sale, if the Mortgagee is entitled to exercise a power of sale conferred on it by its mortgage, or by

section 101 of the Law of Property Act 1925 and the Mortgagee requires possession of the Property for the purpose of disposing of it with vacant possession in exercise of that power.

SUSPENSION OF RENT

- 5.2 If the Property or any part of it shall at any time during the Term be destroyed or damaged by an Insured Risk so as to be unfit for occupation and use (unless the policy or policies of insurance effected by the Landlord shall have been voided by an act of default of the Tenant or the Sub-Tenant or permitted occupiers) or if the Property or any part thereof must remain unoccupied to enable the Landlord to comply with his obligations under sub-clauses 4.2,4.4, 4.5, 4.6 and 4.14 of this Agreement or to execute any repairs to any adjoining premises belonging to the Landlord then and in any such case the Rent hereby reserved (or a fair proportion thereof according to the nature and extent of the damage sustained and/or the extent and area of that part of the Property as is so affected) shall be suspended until the Property shall again be rendered fit and made available for habitation and use by the Tenant and any Sub-Tenant and any dispute as to the extent proportion or period of such suspension shall be determined by a single arbitrator to be appointed by the Landlord and Tenant and in case of disagreement, then by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996.

LANDLORD'S BREAK CLAUSE

- 5.3
- 5.3.1 This tenancy may be determined and vacant possession given by the Tenant on the expiry of the Term or upon the Landlord giving notice that he requires possession of the Property. Provided that, if the Sub-tenant of the Property fails to vacate on the expiry of the requisite notice given by to the Sub-tenant by the Tenant the Tenant shall retain sufficient interest title in the premises to enable it to pursue possession proceedings against the Sub-tenant, such title to expire upon the giving up of possession by the Sub-tenant. In the interim rent shall be payable in accordance with clause 3.6 above.
- 5.3.2 If the Landlord requires possession of the Property before the expiry of the Term in accordance with clause 5.3.1 above then the Landlord must give not less than six weeks' written notice to the Tenant to enable it to comply with the minimum notice period prescribed by the Protection from Eviction Act 1977.
- 5.3.3 The Landlord agrees that at the expiry of the notice to permit the Tenant further time if necessary to find alternative accommodation for the Sub-tenant subject to the absolute maximum of six months specified in clause 3.6 above.

- 5.3.4 The Landlord agrees not to take proceedings against the Tenant for failing to give vacant possession within six months of giving the Tenant notice provided that the Tenant has used all reasonable endeavours to secure vacant possession.

TENANT'S BREAK CLAUSE

- 5.4 If at any time after the expiration of the first six months of the Term the Tenant shall desire to determine this Agreement and shall give the Landlord not less than **four** weeks prior written notice of such desire (the "Tenant's Determination Notice") pursuant to this sub-clause then on the expiration of the said Determination Notice, the Term shall absolutely cease and determine but without prejudice to the rights and remedies of either party to this Agreement in respect of any antecedent claim or breach of covenant relating to this Agreement.

NOTICE OF BREACH OF COVENANT

- 5.5 Without prejudice to any other remedy of the Tenant if at any time during the Term there shall be a material breach of any covenant contained in this Agreement on the Landlord's part the Tenant shall be entitled to serve a (the "First Notice") on the Landlord requiring the Landlord to remedy the said breach within a period of twenty-eight (28) days (or such longer period as the Tenant may reasonably determine having regard to the nature and extent of the breach) and if the Landlord shall fail to remedy the breach within the period specified in the First Notice the Tenant shall be entitled to serve a further notice (the "Second Notice") forthwith determining this Agreement and on the service of the Second Notice the Term hereby granted shall absolutely cease and determine but without prejudice to the rights and remedies of either party to this Agreement in respect of any antecedent claim or breach of covenant relating to this Agreement.

DISPUTE RESOLUTION

- 5.6 If any dispute or difference shall arise between the Landlord and the Tenant under or arising out of this Agreement including the operation or construction thereof or the rights duties or liabilities of either party every such dispute or difference shall if the parties so agree in writing (but not otherwise) be determined by an independent person to be appointed by agreement between the parties and in default of such agreement as to appointment by either:
- 5.6.1 an independent Surveyor to be nominated on the application of either party by the President of the Royal Institution of Chartered Surveyors for the time being or;
 - 5.6.2 a barrister or solicitor of at least five years qualification to be nominated on the application of either party to the President of the Law Society or

the President of the Bar Council for the time being and the determination by the appointed person shall be as an Arbitrator and shall be final and binding upon the parties hereto. The provisions of the Arbitration Act 1996 shall apply to any such arbitration reference and the Arbitrator shall have sole and unfettered discretion as the award of costs in the reference.

NO POWER TO GRANT SECURE TENANCY ETC.

- 5.7 The Landlord is not a person or body capable of granting secure tenancies as defined by the Housing Act 1985 and the Tenant has no interest in the Property other than as Tenant under this Agreement.

SERVICE OF NOTICES

- 5.8 Any notice given under or in relation to this Agreement shall be in writing and shall be served on the Landlord personally or by leaving it for him at his last known address or by sending it to him by recorded delivery and shall be served on the Tenant by sending it to the Tenant at the address listed at the start of this Agreement and be marked for the attention of the "Private Sector Leasing Team".

YIELDING UP

- 5.9 At the end or sooner determination of the Term the Tenant will surrender and yield up the Property to the Landlord in accordance with the terms of this Agreement, and for the avoidance of doubt the Landlord and the Tenant hereby agree that the Tenant will not be liable to replace any of the floor coverings at the Property and shall not be under any obligation to carry out any redecoration internally or externally so as to put the Property into any better condition than shown in the Schedule of Condition.

IN WITNESS WHEREOF the parties hereto have executed this Deed the day and year first before written.

SIGNED by)
)
in the presence of :-)

Witness name:
Witness signature:
Address:
Occupation:

SIGNED FOR AND ON BEHALF of
TEIGNBRIDGE DISTRICT COUNCIL
acting by:-

FIRST SCHEDULE

(Fixtures and Fittings for which the Tenant is not responsible for repair, replacement or renewal)

1. All chattels including furniture, carpets, floor coverings, curtains, refrigerators, cookers, washing machines, dishwashers and kitchen units at the Property as at the commencement of the Term.

SECOND SCHEDULE

(Rights granted to the Tenant)

1. Free passage and running of water, soil, gas and electricity and other services in and through the sewers, drains, channels made or to be made upon, through or under the Building or the Property and the free and uninterrupted use of all gas, electric, telephone and other pipes, wires, cable and flues (if any) upon through or under the Property.
2. The right for the Tenant and all other persons authorised by it (in common with all others entitled to such right) at all times by day or by night for all such purposes as are reasonable on foot only to go pass and repass over and along the main entrance (if any) to the Building of which the Property forms part and the same such right over any and all Common Parts (if any) of the Building. Further the right for the Tenant and all other persons authorised by it (in common with all others entitled to such right) to use (if any of the following exist and are necessary and reasonable for the full use and enjoyment of the Premises by the Tenant) the Common Parts, forming part of the curtilage of the Property or within the curtilage of the Building of which the Property forms part, PROVIDED ALWAYS that the Tenant shall not cause or authorise or permit the obstruction of any Common Parts over which this paragraph gives them a right of use or passage.

THIRD SCHEDULE

(Landlord's Exceptions and Reservations)

1. The free passage and running of water, soil, gas and electricity and other services in and through the sewers, drains, channels made or to be made upon through or under the Building or the Property now or hereafter used and enjoyed from and to other buildings and land owned by the Landlord.

Schedule of Condition

Please see attached Inventory