

Letting Provision (Terms & Conditions)

INTERPRETATION:

1. WHERE the context admits –

- (a) ‘The Landlord’ includes the persons for the time being entitled in reversion expectant on the Tenancy.
- (b) ‘The Tenant’ includes the persons deriving title under the Tenant.
- (c) References to ‘the Property’ include references to any part or parts of the property and to the Fixtures, Furniture’s and Effects or any of them.
- (d) ‘Agent’ means agent for the time being of the Landlord or Superior Landlord as the case requires.

TENANT’S OBLIGATIONS:

2. THE Tenant will –

- (a) Pay the Rent at the times and in the manner specified.
- (b) Pay of all charges made for the use of the telephone at the Property during the Tenancy.
- (c) Use the Property in a tenant-like manner.
- (d) Keep the interior of the Property and all fixtures and fittings therein in good condition and complete repair (fair wear and tear and damage by accidental fire only excepted) and immediately replace all broken glass.
- (e) Preserve the Furniture and Effects from being destroyed or damaged and make good pay for repairs or replace with articles of a similar kind and of equal value such of the Furniture and Effects as shall be destroyed lost, broken or damaged (fair wear and tear thereof only excepted.)
- (f) Deliver up to the Landlord the Property and all new Fixtures and addition thereto (except such as the Tenant shall be entitled by law to remove) and the Furniture and Effects specified in the inventory or the articles substituted for the same at the expiration or sooner determination of the Tenancy in such good condition and complete repair as aforesaid.
- (g) Leave the Furniture and Effects at the expiration or sooner determination of the Tenancy in the rooms or places in which they were at the commencement of the Tenancy.
- (h) Pay the washing (including ironing/pressing) of all counterpanes, blankets and curtains which shall have been soiled during the Tenancy (the reasonable use thereof nevertheless to be allowed for.)
- (i) Permit the Landlord and the Superior Landlord or their respective Agents with or without workman and others at all reasonable times during the Tenancy to enter the Property for the purpose of repairing and painting the outside thereof or of carrying out and completing any structural or other necessary or proper repairs to the Building or of examining the state and condition of the property.
- (j) Permit the Landlord or the Agent so to enter for the purpose of examining the state and condition of the interior of the Property and the Furniture and Effects.
- (k) Permit the Landlord or the Agents to give to the Tenant notice in writing of all wants of repair, cleanings, amendments and restorations to the interior of the Property then found and of all such destruction loss, breakage or damage of or to the Furniture and Effects as the Tenant shall be bound to make good then found and by such notice to require the Tenant to repair, cleanse, amend and restore or make good the same respectively within two months then next following within which time the Tenant shall repair, cleanse, amend and restore or make good the same accordingly.
- (l) Not remove the Furniture and Effects specified in the Inventory or any part thereof or any substituted Furniture and Effects from the Property without the previous consent in writing of the Landlord.
- (m) Not assign underlet charge or part with possession of the Property.
- (n) Not carry on or permit to be carried on upon the Property any profession, trade or business whatsoever, or let apartments or receive paying guests on the Property but use the same as a private residence only.
- (o) Not do or suffer to be done in or on the Property any act or thing which may be a nuisance, damage or annoyance to the Landlord or the Superior Landlord or The Tenants or occupiers of the remainder of the Building or to the occupiers of any of the adjoining premises or which may vitiate any insurance of the Building against fire or otherwise or increase the ordinary premium thereon.
- (p) Not affix to windows of the Property externally or internally any Venetian or other blind except in such colour and construction as shall be previously approved by the Landlord or the Agent.
- (q) Not hang or allow to be hung any clothes or other articles on the outside of the Property.
- (r) Not deposit any store of coal nor keep any combustibles or offensive goods or provision materials on the Property.
- (s) Not permit any waste spoil or destruction to the Property or to the Building.
- (t) Not pull down, alter add to or in any way interfere with the construction or arrangements of the Property without the previous consent in writing of the Landlord.
- (u) Permit the Landlord or the Landlord’s Agents at reasonable hours in the daytime within the last twenty – eight days of the Tenancy to enter and view the Property with prospective Tenants.
- (v) Not play or permit to be played on the premises any musical instrument after 11.00pm or before 11.00am so as to cause a nuisance to neighbours or adjoining residents.
- (w) Not keep or permit to be kept any animal, bird or reptile in the said premises.
- (x) Not change locks on the property or have extra keys made without the Landlords or his Agent’s prior consent.
- (y) Allow access to the Landlords window cleaner to clean the windows once every two months of the tenancy and that the cost will be borne by the Tenant.
- (z) It is agreed that the Tenant will allow access to the Landlord with regard to providing a light maids service five days a week exclusive of week ends and Bank Holidays the cost to be included in the rent.

PARKING FACILITIES:

3. IT is agreed that Belrun Limited (The Landlord) will allow the Tenant for the period of their occupancy of the use of one car parking space in the basement of the Property on the following terms and conditions: –

- (a) The Tenant will supply to the Landlord the registration number, make and colour of the vehicle for which the space is to be used.
- (b) The Tenant will park the vehicle in such garage spaces in the premises as the Landlord may at his sole discretion from time to time allocate to the Tenant's use which allocation may be changed by the Landlord without previous notice as frequently as the Landlord may see fit and nothing in this agreement shall be construed as conferring upon the Tenant any exclusive right to the use or enjoyment of any particular garage space in the premises.
- (c) The Tenant shall be entitled to the loan of one remote for access to the garage.
- (d) The Tenant will be required to observe the following conditions:-
 - i. The engine of the vehicle may not run whilst in the premises except so far as may be necessary for entering or leaving the premises nor will the Tenant do or permit to be done on or in the premises an act or thing which may cause a nuisance, discomfort or annoyance to any occupant of any other part of the premises.
 - ii. There is not to be taken into or kept in the premises any motor fuel or lubricating oil (apart from such as is inside the tank and engine of the vehicle.)
 - iii. The Tenant will take all responsible and proper precautions against fire occurring on or in the premises and shall indemnify the Landlord against any damages to the premises or the property of any person for the time being therein arising out of or occasioned by the use, movement or presence of the vehicle and the Tenant is required to cover all liabilities under this paragraph by an adequate policy of insurance.
 - iv. The Tenant shall not use the premises for the mechanical maintenance of vehicles whether for a profit or otherwise.
 - v. The Tenant will comply with any other directions or regulations from time to time imposed by the Landlord in relation to the use or security of the premises.
 - vi. The parking space shall be used for the purpose of parking private vehicles only.
- (e) The Landlord will not accept any responsibility for the entry of unauthorised persons in the premises or for any loss or damage occasioned to the vehicle or any other property by any such person(s) or any other cause whatsoever.
- (f) The Landlord will be entitled to terminate this Agreement forthwith by notice in writing in the event of any breach by the Tenant of any of the provisions hereof.
- (g) The Tenant shall not be permitted to assign the benefits of the car parking space to any other party or use by any other party other than the authorised occupants of the flat.

PROVISO FOR RE-ENTRY:

4. PROVIDED as follows: –

- (a) if the rent or any instalment or part thereof shall be in arrears or unpaid for at least twenty-one days after the same shall have become due (whether legally demanded or not) or,
- (b) in the event of the breach of any of the agreements on the part of the Tenant or,
- (c) if the Property shall (without an arrangement having been made with the Agent or for temporary purposes only) be left vacant or unoccupied for a period of longer than 28 days, the landlord may re-enter on the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other remedies of the Landlord.

LANDLORD'S OBLIGATIONS:

5. THE Landlord agrees with the Tenant as follows: –

- (a) To pay and indemnify the Tenant against all taxes assessments, council tax, impositions and outgoing payable in respect of the Property during the Tenancy except any sum or sums which the Tenant has covenanted to pay under clause 2 hereof.
- (b) That the Tenant paying the rent and performing the agreement on the part of the Tenant may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord.
- (c) To return to the Tenant any rent payable for any period while the Property is rendered uninhabitable or inaccessible by reason of fire, tempest, flood or other inevitable accident the amount in case of dispute to be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996.

LANDLORDS AND TENANTS ACT 1985:

6. THE Tenancy Agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenants Act 1985 if applicable to the Tenancy.

SECTION 48 OF THE LANDLORD AND TENANT ACT 1985:

7. THE Tenant is hereby notified that notices (including notices in proceedings) may be served on the Landlord at the following address: –

Belrun Limited, Monarch House, 241 Kensington High Street, London W8 6EL

8. IT is agreed that the Tenant shall have the option to extend and or terminate this agreement hereby created by serving four weeks' notice in writing upon the Landlord. This option is to be exercised on or after 02 June 2011, subject to availability.