

TENANCY AGREEMENT

for letting a furnished dwelling-house on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988

This is a form of legal document and is not produced or drafted for use without technical assistance, by persons unfamiliar with the law of landlord and tenant. **All tenants shall be held jointly and severally liable for all terms and obligations under this Lease.**

IF EITHER PARTY DOES NOT UNDERSTAND THIS AGREEMENT OR ANYTHING IN IT, HE OR SHE IS STRONGLY ADVISED TO ASK AN INDEPENDENT PERSON FOR AN EXPLANATION. SUCH AN EXPLANATION MIGHT BE GIVEN BY A SOLICITOR, A CITIZENS' ADVICE BUREAU OR A HOUSING ADVICE CENTRE.

Note that any assured tenancy (including a statutory periodic tenancy) commencing on or after 28th February 1997 will be an assured shorthold tenancy unless it falls within any paragraph in Schedule 2A of the Housing Act 1988.

This form should not be used for granting a tenancy to a person who is already a protected or statutory tenant or a protected occupier: see Housing Act 1988.

DEPOSITS

If the landlord takes a deposit, the landlord must, within 30 days from the date of payment, give the tenant and any person who has paid the deposit on the tenant's behalf, certain written information about the way the deposit is protected. See the Housing Act 2004 s 213(5) and the Housing (Tenancy Deposits) (Prescribed Information) Order 2007, S.I. 2007/797. The landlord may not require a deposit which consists of property other than money.

DATE

02/08/2025

PARTIES

1. THE LANDLORD

A Landlord
Example House, Example Road, Example Town, XXXX XXX

2. THE TENANT

Name	Address
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX
An Example Tenant	Example House, Example Road, Example Town, XXXX XXX

PROPERTY

The dwelling-house at
65, Fourth Avenue, York, YO31 0UA

TERM

A fixed term of 359 Days from 24th June 2025 to 18th June 2026

RENT

£17949.10 per Quarter

PAYABLE

in advance by equal Per Quarter payments on the 1st day

FIRST PAYMENT

to be made on the 24th June 2025

(date)

Note: This is a TENANT FIND property and should you require information about rent payments, key collection, deposit protection, maintenance or anything else relating to the property please **contact your landlord directly**. Your landlords contact details can be obtained by logging onto the Adam Bennett website.

- 1. SUBJECT** to clause 6 of this Agreement where it applies, the Landlord lets the Property to the Tenant for the Term at the Rent payable as set out above.
- 2. THIS** Agreement creates an assured shorthold tenancy within Part I Chapter II of the Housing Act 1988. This means that when the Term expires the Landlord can recover possession as set out in section 21 of that Act unless the Landlord gives the Tenant a notice under paragraph 2 of Schedule 2A to that Act stating that the tenancy is no longer an assured shorthold tenancy.
- 3. THE** Tenant agrees with the Landlord -
 - 3.1** To pay the Rent as set out above
 - 3.2** (a) To pay any council tax which the Tenant is obliged to pay under the Local Government Finance Act 1992 or any regulations under that Act
(b) To pay to the Landlord the amount of any council tax while the tenancy continues if the Landlord becomes obliged to pay under that Act or those Regulations for any part of the period of the tenancy even when Tenant ceases to live at the property.
 - 3.3** Except where included, to pay any council tax and all charges for the supply of telephone, gas, electricity, water and sewage, TV licence and broadband services to the Property during the tenancy. Where necessary, the sums demanded by the service provider will be apportioned according to the duration of the tenancy. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption
 - 3.4** To keep the interior of the Property, the internal decorations and the Fixtures, Furniture and Effects in good repair and condition (except for damage caused by accidental fire and except for anything which the Landlord is liable to repair under this Agreement or by law) and to replace if necessary any items of the Fixtures, Furniture and Effects which have been damaged or destroyed. This clause does not oblige the Tenant to put the Property into better repair than it was in at the beginning of the tenancy
 - 3.5** To allow the Landlord or anyone with the Landlord's authority to enter the Property at reasonable times of the day to inspect its condition and state of repair, if the Landlord has given 24 hours' notice beforehand
 - 3.6** To use the Property as a private dwelling-house only. This means the Tenant must not carry on any profession, trade or business at the Property and must not allow anyone else to do so
 - 3.7** Not to alter or add to the Property or do or allow anyone else to do anything on the Property which the Tenant might reasonably foresee would increase the risk of fire
 - 3.8** Not to do or allow anyone else to do anything on the Property which may be a nuisance to, or cause damage or annoyance to, the tenants or occupiers of any adjoining premises or which may adversely affect the energy efficiency rating or the environmental impact rating of the Property for the purposes of an energy performance certificate
 - 3.9** (a) During the first three months of the tenancy you are not permitted to assign or sublet the property and you must not part with possession of it in any other way.
(b) Thereafter not to assign, sublet or part with possession of the Property in any way without the consent of the Landlord, that consent not to be unreasonably withheld. If a tenant wishes to drop out of a tenancy agreement they must find a potential replacement themselves and correct documentation will need to be provided prior to consideration of the landlord. All original tenants must meet and accept the replacement tenant(s). All tenants must be present when signing the new tenancy agreement. Appropriate fees must be paid once a new tenancy agreement has been created and correct documentation collected.
 - 3.10** To give the Landlord a copy of any notice given under the Party Wall etc. Act 1996 within 7 days of receiving it and not to do anything as a result of the notice unless required to do so by the Landlord
 - 3.11** Not to keep or allow anyone else to keep a pet of any kind in the Property without the written consent of the Landlord
 - 3.12** At the end of the Term or earlier if the tenancy comes to an end more quickly to deliver the Property up to the Landlord in the condition it should be in if the Tenant has performed the Tenant's obligations under this Agreement
 - 3.13** Not to remove any of the Fixtures, Furniture and Effects from the Property and to leave the Furniture and Effects at the end of the tenancy where they were at the beginning
 - 3.14** During the tenancy to allow the Landlord or the Landlord's agents to enter and view the Property with prospective tenants at reasonable times of the day, if the Landlord has given 24 hours' notice beforehand.
 - 3.15** To ensure that all smoke and carbon monoxide alarms at the Property are in good working order at all times. Tenants should test different detectors or call points each week and in the event of any failure of such devices to notify the Landlord as soon as reasonably practicable.
 - 3.16** Not to adjust the temperature setting of the water systems. Hot water must be set and maintained at 60 degree Celsius and cold water should be below 20 degree Celsius. To clean, disinfect and descale shower heads at least once every six months. Tenants should inform the landlord if the hot water is not heating properly or there are any other problems with the system so that appropriate action can be taken.
 - 3.17** Not to permit any person aged 18 or over to continue to occupy the Property (whether or not named in this Agreement) if that person becomes disqualified as a result of his or her immigration status for the purposes of the Immigration Act 2014.
 - 3.18** Strictly not permitted the production, possession, supply and use of controlled drugs within the premises of the property.
 - 3.19** Not to leave the Property unoccupied for more than 28 consecutive days without giving notice in writing to the Landlord or Managing Agent and to ensure that the Property is secure whenever the Property is unoccupied. Landlord may access the property during this period for the purpose of keeping it secured and for immediate access in the event of an emergency.
 - 3.20** Not to allow other occupiers to live at the property without the written consent of the Landlord which must not be unreasonably withheld or delayed.
 - 3.21** Not to be a nuisance to the neighbours. No form of noise that is audible outside the Property from 11pm to 9am daily. Not to use the property for any illegal, immoral, disorderly or anti-social purposes.
 - 3.22** No candles, no incense sticks, no fairy lights, no portable heaters of any kind and no smoking within the property boundary.
 - 3.23** To do anything reasonably required by the Landlord to enable the Landlord or the Landlord's agent to perform the Landlord's obligations and to comply with any prescribed requirements under the Immigration Act 2014.
 - 3.24** To provide the Landlord with a forwarding address when the tenancy comes to an end. To remove all rubbish and all personal items from the Property before leaving.
 - 3.25** An interest of 3% above Bank of England base rate will be charged if rent is not paid within 14 days of the due date.
 - 3.26** Charges for replacing lost key(s) during the tenancy period will be paid by the tenant(s) at cost.
 - 3.27** No electronic bikes or similar to be charged in the property.

- 3.28** If there is a flat roof at the property, you are ONLY permitted to use it if it is appropriate to aid your escape in an emergency.
- 3.29** The property may be fitted with fire extinguishers, these are installed for your safety, unless being used for their designed purpose, extinguishers are to be kept in their original positioning and not used for any other purpose e.g. propping open doors.
- 3.30** For your safety, all escape routes (hallways and front and back door) are to be kept unobstructed at all time.
- 3.31** Any signage displayed at the property is not to be removed.
- 3.32** This agreement is subject to vacant possession
- 3.33** We reserve the right to void a Tenancy Agreement if tenants have not supplied us with satisfactory Right to Rent supporting documentation in a timely manner.
- 3.34** 1. The fixed term of this tenancy comes to an end on Thursday 18th June 2026 at 10am. 2. The deposits are due within 14 days of the AST being drawn up and an acceptable Guarantor must complete Guarantor forms within 14 days. All tenants must provide the completed landlord forms and right to rent documents within 7 days. If these are not accepted or received within this timescale Adam Bennett Lettings reserve the right to re-advertise the property. 3. Any inclusive utilities, if included, are subject to a fair usage policy. Free items are provided as a goodwill gesture. Tenants must buy a tv licence. The tenants must not change the suppliers of any of the utilities. 4. Rent is due quarterly in advance only by UK debit card authority on the first day of each rental quarter. For any other method of payment (e.g. cash or cheque etc) rent is due for the entire fixed term in advance before the tenancy start date. 5. Not to smoke in the property. 6. Not to bring bicycles, motor cycles, prams and the like into the property without the Landlord's written permission (which will not be unreasonably withheld). 7. The tenants must decide between them which persons of their group (e.g. the lead tenant) will test the fire/smoke alarms and fill the test log in located by the notice board. One call point must be activated each week and one smoke detector activated (if it has a test button) each month. A different call point or detector to be tested on each occasion and the results to be listed on the test sheet. If any sounders fail to sound or any issues are noted, the landlord must be informed without delay. 8. The tenants must decide between them which persons of their group will test the emergency lighting (if installed) each month and fill the test log in located by the notice board. The lighting breakers should be flicked off at the electrical consumer unit (fuse board) to activate the emergency lights. If the light fails to illuminate on power-cut or any issues are noted, the landlord must be informed without delay. 9. For electrical and fire safety, any electrical items brought in to the property by the tenant should be brand new or the tenant must arrange for their items to be PAT tested prior to bringing them in to the property. If multi-adapters or trailing sockets are used, these must not be overloaded. Filters in tumble driers must be cleaned on each use and tenants are not permitted to bring any portable heaters in to the property. 10. Any consent from the Landlord will only be valid if it is given in writing. Any amendments to the tenancy must be executed by deed. 11. This tenancy is conditional upon the landlord having vacant possession of the property. 12. Any areas of land to the rear of the house beyond a fence and/or gate are specifically excluded from this tenancy. 13. At all times, every tenant (or their guarantor) grants payment authority from a valid and current debit card for the collection of rent and other monies due. Upon any cancellation or expiry of the card the tenant must notify the landlord to provide details of another debit card payment authority within 24 hours. 14. All rent instalments for the duration of the fixed term of the tenancy become due immediately in the absence of a valid and current debit card payment authority being provided by the tenant. 15. To pay a fee of 3% above the Bank of England base rate for each day that rent has been outstanding. Where the card details provided are active and valid, the date set out in this tenancy agreement is the 1st day of the quarter. Where card details are invalid, out of date, cancelled or replaced without providing new or updated card details to the landlord prior, the date set out in this tenancy agreement is the start date of the fixed term. 16. The 2 storage containers at the rear, behind the fence, are for the landlord's (or his agent) exclusive use. The tenants permit the landlord access at all reasonable times. 17. By signing this Agreement I agree to the Terms and Conditions and authorise the Landlord to obtain payment of all amounts due or which may become due under this Agreement by debiting a credit or debit card provided by me or my guarantor or third party for the landlord to complete the payment at the time or after the amount becomes due in my presence or absence.
- 3.35** Free Wifi is included

4. IF the Tenant

4.1 is at least 14 days late in paying the Rent or any part of it, whether or not the Rent has been formally demanded, or

4.2 has broken any of the terms of this Agreement

then, subject to any statutory provisions, the Landlord may recover possession of the Property and the tenancy will come to an end. Any other rights or remedies the Landlord may have will remain in force. (**Note:** The Landlord cannot recover possession without an order of the court under the Housing Act 1988. Except in certain cases set out in the Act of substantial arrears of rent, the court has a discretion whether or not to make an order and is likely to take account of whether unpaid rent has later been paid or a breach of the terms of the tenancy has been made good.)

(**Note:** This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.)

5. THE Landlord agrees with the Tenant

- 5.1 That the Tenant has the right to possess and enjoy the Property during the tenancy without any interruption from the Landlord or any person claiming through or in trust for the Landlord. But:
- (a) this clause does not limit any of the rights under this Agreement which the Tenant has agreed to allow the Landlord to exercise
- (b) this clause does not prevent the Landlord from taking lawful steps to enforce his rights against the Tenant if the Tenant breaks any of the terms of this Agreement
- 5.2 To pay all charges in respect of the Property except those which by the terms of this Agreement the Tenant has expressly agreed to pay and to pay to the Tenant the amount of any such charge which another person has compelled the Tenant to pay.
- 5.3 To keep the Property and its contents (except the Tenant's personal property, unless otherwise agreed in writing with the Tenant) insured against damage or destruction by fire and other usual risks for the full cost of rebuilding an reinstating the Property unless the policy is rendered void by anything done or not done by the Tenant or a person under the Tenant's control
- 5.4 If the Property is damaged to such an extent that the Tenant cannot live in it, the Rent will cease to be payable until the Property is rebuilt or repaired so that the Tenant can live there again unless:
- (a) the cause of the damage is something which the Tenant did or failed to do as a result of which the Landlord's insurance policy relating to the Property has become void; and
- (b) the Landlord had given the Tenant notice of what the policy required
- Any dispute about whether this clause applies must be submitted to arbitration under Part I of the Arbitration Act 1996 if both parties agree to that in writing after the dispute has arisen.
- 5.5 To keep in repair the structure and exterior of the Property including drains, gutters, and external pipes, and to keep in repair and proper working order the installations for the supply of water, gas and electricity, for sanitation (including basins, sinks, baths and sanitary conveniences) and for space heating and heating water. This clause does not oblige the Landlord to repair until the Tenant has given notice of the defect and the Tenant is obliged to take proper care of the Property and to do small jobs which a reasonable tenant would do.
- 5.6 To ensure that all appliances in the Property satisfy all applicable safety requirements
6. IF this Agreement is signed before the Landlord or the Landlord's agent has fully complied with all relevant prescribed requirements under the immigration Act 2014, the grant in clause 1 above is conditional upon the Landlord or the Landlord's agent being satisfied on reasonable grounds after completion of the prescribed requirements that the grant of rights given by the Agreement would not give rise to a contravention of the provisions Act

7. WHERE the context permits

- 7.1 "The Landlord" includes the successors to the original landlord
- 7.2 "The Tenant" includes the successors to the original tenant
- 7.3 "The Property" includes any part of the Property

Gas Certificate

LANDLORD/HOME OWNER GAS SAFETY RECORD										Report Ref No: 45C 4319456					
REGISTERED BUSINESS DETAILS										INSPECTION/INSTALLATION ADDRESS		LANDLORD (OR AGENT) NAME & ADDRESS (if applicable)			
Reg No:										Name & Title: Vacant		Name & Title: G. Oakes			
Company: Abbey Plumbing + Heating										Address: 65 Fourth Ave		Address: 51A Westington Road			
Address: 41 Kirkdale Road										Postcode: 7031 OUA		Postcode: 7010 SAR			
Postcode:										Tel:		Tel:			
Tel:										Number of appliances tested: 2					
APPLIANCE DETAILS				FLUE TESTS				INSPECTION DETAILS							
Location	Make and Model	Type	Flue Type	Operating pressure	Safety device	Spillage test	Smoke test	Initial combustion	Final combustion	Satisfactory	Flue visual	Landlord's	Appliance	Appliance	Appliance
1 Lounge	Ideal Vogue C40	Biler	RS	201	Yes	NA	NA	10001	10003	Yes	Pass	Yes	Yes	Yes	Yes
2 Kitchen	CDA 60Cme	Hob	FL	20	Yes	NA	NA	—	—	Yes	Pass	Yes	Yes	Yes	Yes
3															
4															
5															
For appliances not owned by the landlord the recorded 'Appliance Safe to Use' response is based on a visual check for obvious defects only															
Gas Installation Pipework:		Satisfactory Visual Inspection:		Emergency Control Accessible:		Satisfactory Gas Tightness Test:		Equipotential Bonding Satisfactory:							
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
GIVE DETAILS OF ANY FAULTS								RECTIFICATION WORK CARRIED OUT				WARNING NOTICE ISSUED			
1												Yes/No/NA			
2												Yes/No/NA			
3												Yes/No/NA			
4												Yes/No/NA			
5												Yes/No/NA			
Approved Audible CO Alarms Fitted & Located Correctly: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>								Are CO Alarms in Date: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		Testing of CO Alarms Satisfactory: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		Smoke/Heat Alarms Located & Fitted correctly: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			
OTHER COMMENTS OR OBSERVATIONS								NEXT GAS SAFETY CHECK DUE BEFORE:				ISSUED BY (GAS ENGINEER)			
								25/10/25				Print Name: J. Dawson			
												Signed: [Signature]			
												Licence No: 41304			
												Issue Date: 25/10/24			
												RECEIVED BY			
												Received By: NA			
												Signed: [Signature]			
												Print Name: [Signature]			
												No one present at time of visit <input checked="" type="checkbox"/>			

Copies: White - Landlord/Agent/Home Owner Green - Engineer Pink - Tenant (if rented) BF452409 * IF YES, PLEASE REFER TO SEPARATE WARNING NOTICE - DANGER DO NOT USE REPORT FMS Form Ref. REGP45

Energy Performance Certificate

Energy Performance Certificate



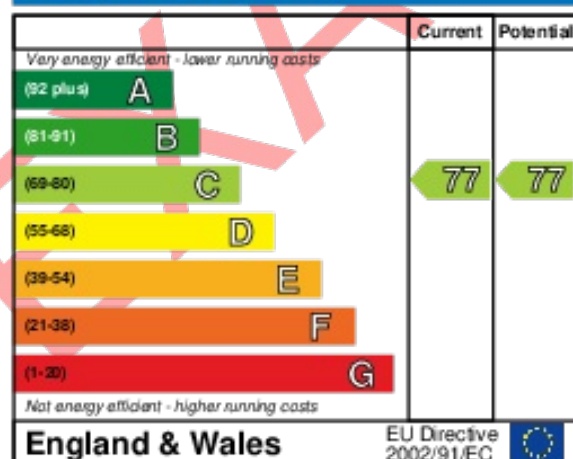
65, Fourth Avenue
YORK
YO31 0UA

Dwelling type:
Date of assessment:
Date of certificate:
Reference number:
Type of assessment:
Total floor area:

Mid-terrace house
03 January 2010
03 January 2010
8660-6929-5950-8577-3906
RdSAP, existing dwelling
93 m²

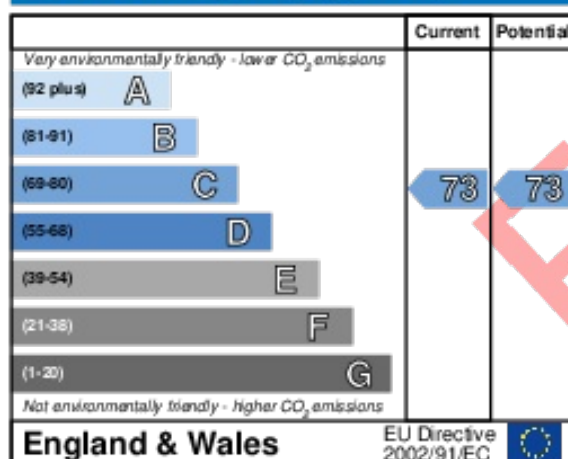
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills are likely to be.

Environment Impact (CO₂) Rating



The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

	Current	Potential
Energy use	176 kWh/m ² per year	176 kWh/m ² per year
Carbon dioxide emissions	2.7 tonnes per year	2.7 tonnes per year
Lighting	£47 per year	£47 per year
Heating	£410 per year	£410 per year
Hot water	£101 per year	£101 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will evolve.



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by ECMK Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number:	ECMK200286
Assessor's name:	Mr Michael Edward
Company name/trading name:	Energicert Ltd
Address:	Hammerain House, Hookstone Avenue, Harrogate North Yorkshire, HG2 8ER
Phone number:	01423 876307
Fax number:	
E-mail address:	mike@energicert.net
Related party disclosure:	No related party

If you have a complaint or wish to confirm that the certificate is genuine

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.ecmk.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

The ratings on the certificate provide a measure of the building's overall energy efficiency and its environmental impact, calculated in accordance with a national methodology that takes into account factors such as insulation, heating and hot water systems, ventilation and fuels used. The average Energy Efficiency Rating for a dwelling in England and Wales is band E (rating 46).

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your home. Different methods of calculation are used for homes and for other buildings. Details can be found at www.communities.gov.uk/epbd

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings on the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The way we use energy in buildings causes emissions of carbon. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions and other buildings produce a further one-sixth.

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple everyday measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

Visit the Department for Communities and Local Government website at
www.communities.gov.uk/epbd to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged - the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at
www.epcregister.com

Recommended measures to improve this home's energy performance

65, Fourth Avenue
YORK
YO31 0UA

Date of certificate:
Reference number:

03 January 2010
8660-6929-5950-8577-3906

Summary of this home's energy performance related features

The table below is an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, with internal insulation	Good	Good
Roof	Pitched, 300+ mm loft insulation	Very good	Very good
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Very good
Main heating controls	Programmer, room thermostat and TRVs	Good	Good
Secondary heating	None	-	-
Hot water	From main system	Good	Very good
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
Current energy efficiency rating		C 77	
Current environmental impact (CO ₂) rating			C 73

Low and zero carbon energy sources

None

Recommendations

None

Further measures to achieve even higher standards

The measures listed below should be considered if aiming for the highest possible standards for this home. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

	Typical savings per year	Performance ratings after improvement	
		Energy Efficiency	Environmental
1 Solar water heating	£23	C 78	C 75
2 Solar photovoltaic panels, 2.5 kWp	£167	B 88	B 84
Enhanced Energy efficiency rating		B 88	
Enhanced environmental impact (CO ₂) rating		B 84	

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

About the cost effective measures to improve this home's performance ratings

Not applicable

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home. You should check the conditions in any covenants, planning conditions, warranties or sale contracts before undertaking any of these measures. If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

1 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This will significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. The Solar Trade Association has up-to-date information on local installers and any grant that may be available.

2 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

What can I do today?

Actions that will save money and reduce the impact of your home on the environment include:

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

For advice on how to take action and to find out about offers available to help make your home more energy efficient, call 0800 512 012 or visit www.energysavingtrust.org.uk.

¹ For information on approved competent persons schemes enter 'existing competent person schemes' into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012.

NOTICE OF LANDLORD'S ADDRESS

The Landlord notifies the Tenant that the Tenant may serve notices (including notices in proceedings) on the Landlord at the following address:

Example House,Example Road, Example Town, XXXX XXX

(This notice is given under section 48 of the Landlord and Tenant Act 1987. The address must be in England or Wales.)

AS WITNESS the hands of the parties on the date specified above

SIGNED by the above-named

(the Landlord) in the presence of

SIGNED by the above-named

(the Tenant) in the presence of

A Landlord

Example House, Example Road, Example Town, XXXX XXX

and

[illegible]

AGREEMENT OF GUARANTEE

This form must be completed within **XX days** of the Tenancy Agreement being created.

Steps to complete the Guarantor Form:

1. Tenants submit Guarantor Details:

- Log onto the Adam Bennett website.
- Go to your 'Dashboard' and submit the Guarantor details.

2. Tenant's Signature:

- After submitting the Guarantor details, an email will be sent to the Tenant asking for an electronic signature.

3. Guarantor's Signature:

- Once the Tenant has signed, the form will be sent to the Guarantor for their electronic signature.

4. Landlord's Signature:

- After the Guarantor signs, the form will be sent to the Landlord for their electronic signature.

5. Completion:

- The process is complete when the Tenant, Guarantor, and Landlord have all signed the Guarantor form.

Agreement starts on next page

AGREEMENT OF GUARANTEE

Agreement Start Date XXth XXXXXX XXXX

Between

1. The Landlord(s)

Name: A Landlord

Address: Example House, Example Road, Example Town, XXXX XXX

2. The Tenant

Name: A Tenant

Address: Example House, Example Road, Example Town, XXXX XXX

3. The Guarantor

Name: A Guarantor

Relationship to tenant: A Relation

Address: Example House, Example Road, Example Town, XXXX XXX

Phone: (XXXXX) XXXXXX

Email: XYZ@example.com

A Guarantor must be solvent and able to pay, if called upon by this agreement, the rent specified in clause 2.1.1.

1. Background

The Landlord has granted or agreed to grant the Tenant and others to a joint tenancy of the property known as:

Example House, Example Road, Example Town, XXXX XXX

2. Guarantee

2.1. In consideration of the Landlord granting the tenancy to the Tenant and the Guarantor's natural affection for the Tenant, the Guarantor hereby guarantees to the Landlord as follows:

2.1.1 To pay the rent reserved under the Tenancy Agreement, up to a maximum amount of £XXXX.XX, within 21 days of receiving a written demand from the Landlord, provided that the demand:

- a) States that the Tenant, following a demand, has failed to pay the amount due under the Tenancy Agreement; or
- b) Confirms that the Tenancy Agreement has been lawfully terminated; and, in addition:
 - i) The rent amount being demanded would have been due if the tenancy agreement were

still in effect; and

ii) No other person is fully liable to pay the rent reserved under any new agreement relating to the property for the period in respect of which the demand is made.

2.2. Duration Of Agreement

The Guarantor's obligation shall end (without prejudice to any claim to which the Landlord is entitled under clause 2) upon the first to occur of:

- 2.1.** the date falling 2 months after expiry of the Tenancy Agreement; or
- 2.2.** the assignment of the Tenancy or the assignment of the Tenant's interest in the tenancy; or
- 2.3.** the rent reserved by a new Tenancy of the property (granted following lawful termination of the Tenancy Agreement) has become payable in full; or
- 2.4.** the surrender of the Tenancy or the surrender of the Tenant's interests in the Tenancy or
- 2.5.** the death of the Tenant

2.6. Landlord's Rights Against Tenant Not Affected

The rights and remedies of the Landlord against the Guarantor under this Guarantee do not affect the rights and remedies which the Landlord might have against the Tenant PROVIDED THAT if the Landlord recovers any sums from the Guarantor under this Guarantee and subsequently recovers from the Tenant any sum in respect of the same liability then the sum recovered from the Tenant shall (up to the amount paid by the Guarantor) be paid to the Guarantor within 7 days.

2.7. Tenant's Promise To Guarantor

In consideration of the Guarantor giving this Guarantee the Tenant undertakes to the Guarantor to re-pay to the Guarantor within a reasonable time of demand any sums which the Guarantor pays to the Landlord and which are not reimbursed.

2.8. Acknowledgement

We certify that information provided on this form and the documents relating to this form are true and correct. We understand that withholding information or giving false information is an offence and will be treated as such.

2.9. Storage of Personal Data

I confirm that I have read and understood the contents of the attached Privacy Policy. I agree to the storage and use of my personal data in accordance with its terms.

Signed By the Landlord Date

Signed By the Tenant Date

Signed by the Guarantor Date



PRIVACY POLICY

Last updated 21/01/2025

Adam Bennett Lettings, the trading name of 611611 Ltd ("us," "we," or "our"), operates the website www.adambennett.co.uk (the "Site").

This policy outlines our practices regarding the collection, use, and disclosure of personal information obtained from users of the Site and where applicable their Guarantors.

We may use your personal information to support our business operations, including communicating with you regarding the daily management of a property you rent, license or own.

In relation to Guarantors, we may use your personal information to contact you about relevant rent arrears/licensing fee arrears, should they arise.

By accessing and using the Site and/or signing an "Agreement of Guarantee," you consent to the collection and use of your personal information in accordance with this policy.

Data collection and use

When registering on the Site or completing an Agreement of Guarantee, we will request certain personally identifiable information to contact or identify you and, where applicable, your Guarantor (relevant only to Tenants/Licensees). This information may include, but is not limited to, your name and contact details ("Personal Information").

As a property management and letting agent, we require this information to perform our role and fulfil our legal obligations.

How we use your information

We may use the information held about you in the following ways:

1. Communication

- To communicate with registered users of the Site regarding our obligations and the daily management of properties.
- Contact reasons may include, but are not limited to:
 - Property maintenance
 - Property visits
 - Rent/license fee collection
 - Preparation for the start and end of Tenancy/Licensing Agreements
 - House viewings

2. Tradespeople and Contractors

- Providing your contact details to tradespeople who carry out work on properties you own or rent/license.

3. Deposit Protection

- Where applicable, notifying the Deposit Protection Service or related service provider of any deposit payments requiring protection.

4. Legal Compliance

- Verifying your "right to rent" status (only applicable to Tenants/Licensees) and transmitting related documentation to Third Parties, as needed.

5. Guarantor Notifications

- Informing the Guarantor if the Tenant/Licensee fails to pay rent/licensing fee.

6. Debt Recovery and Tracing

- Disclosure of information to tracing agents or debt collectors in the event of unpaid dues.

Disclosure of Information

We may share your information with the following parties when necessary:

- Deposit Protection Scheme
- City of York Council
- Third parties working on our behalf
- The Landlord/owner of the property you rent/license
- Tenants of your property (applicable to Landlords/owners)
- Co-tenants (if you are on a joint Tenancy Agreement)
- Debt recovery agencies
- Tenant referencing agencies
- Right to Rent documentation verification service providers

IMPORTANT

If your contact details change, please notify us so that we can update your information and continue fulfilling our obligations. Alternatively, if you are a registered user of the Site, you can log in to view and edit your profile details.

Log Data

Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").

This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.

In addition, we may use third party services such as Google Analytics that collect, monitor and analyse this.

Cookies

Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive.

Like many sites, we use "cookies" to collect information. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Site.

Security

The security of your Personal Information is important to us but remember that no method of transmission over the Internet, or method of electronic storage, is 100% secure. While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security.

Changes to this Privacy Policy

This Privacy Policy is effective as of 19/02/18 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on the webpage adambennett.co.uk/privacy-policy

We reserve the right to update or change our Privacy Policy at any time and you should check the Privacy Policy via the webpage adambennett.co.uk/privacy-policy periodically

Your continued use of the Service after we post any modifications to the Privacy Policy on the webpage adambennett.co.uk/privacy-policy will constitute your acknowledgement of the modifications and your consent to abide and be bound by the modified Privacy Policy. If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, or by placing a prominent notice on the Site.

Withdrawal of consent

Should you wish to withdraw your consent to our use of your details you can do so by contacting our Data Protection Officer. Please see the section 'Contacting our Data Protection Officer' below for contact details.

Tenants, Licensee's & Landlords

Please note you cannot withdraw consent if you are in an active Tenancy Agreement or an active License for The Occupation of a Room agreement as we require your Personal Information to meet our legal and contractual obligations. You can withdraw consent once the Tenancy/Licensing Agreement has ended.

Data Retention

We may store your data for up to 7 years after consent has been withdrawn to meet our legal and contractual obligations. After this period your Personal Information will automatically be removed.

Rights of the User

As a registered user of the site, you have the following rights:

- **Right of Access:** You have the right to obtain a copy of the personal data we hold about you.
- **Right to Object:** You can object to processing that is likely to cause or is causing damage or distress.
- **Right to Prevent Direct Marketing:** You have the right to prevent your data from being used for direct marketing purposes.
- **Right to Object to Automated Decisions:** You can object to decisions made by automated means.
- **Right to Rectify:** In certain circumstances, you have the right to have inaccurate personal data corrected, blocked, erased, or destroyed.
- **Right to Compensation:** You can claim compensation for damages caused by a breach of the GDPR regulation.
- **Right to Lodge a Complaint:** You have the right to lodge a complaint with a supervisory authority, this is the Information Commissioner's Office.

Refund Policy

If you have made a payment in error, please contact the office on 01904 611 611 or email enquiries@adambennett.co.uk. We will process your refund within 14 days of notifying us.

Contacting our Data Protection Officer

If you have any questions about this Privacy Policy, please contact:

Data Protection Officer
58 Gillygate, York, YO31 7EQ
e: dpo@adambennett.co.uk
t: 01904611611

