

# 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

03/04/2025

## 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

## PROPERTY

The dwelling-house at  
21 Osbaldwick Lane, York, YO10 3AU

## TERM

A fixed term of 335 Days from 22nd July 2025 to 22nd June 2026

## RENT

£13567.50 per Quarter

## PAYABLE

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

## FIRST

## PAYMENT

to be made on the 22nd July 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 BOE 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** Rent to include gas, electricity, water rates, subject to a cap of up to maximum of £3100 per year. Any excess charges will be paid by the tenants.
- 3.35** The deposits are due within two weeks of the tenancy agreement being created. Please refer to our "Student Info" tab on the homepage of the website for payment instructions.
- 3.36** Guarantor forms must be completed within two weeks of the tenancy agreement being created.
- 3.37** If the deposits and guarantor forms are not received within the two week deadline Adam Bennett Lettings reserves the right to re-advertise the property.
- 3.38** The use of Blu-Tack and other adhesives along with screws, pins or hooks on walls and furniture is not permitted.
- 3.39** Keys must be returned no later than 10am on the end date of the tenancy agreement.
- 3.40** House must be cleaned to an acceptable standard before the tenancy end date. If not, cleaners will have to be brought in and the costs will be deducted from deposits.
- 3.41** Free Wifi is included
- 3.42** A free TV licence 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 and 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

This inspection is for gas safety purposes only to comply with the Gas Safety (Installation and Use) Regulations. Flues have been inspected visually and checked for satisfactory evacuation of products of combustion. A detailed internal inspection of the flue integrity, construction and lining has NOT been carried out.

REGISTERED BUSINESS DETAILS

Reg No: 302755
Company: O BSK
Address: 10 MILK HED AVE HULL RD YORK
Postcode:
Tel:

INSPECTION/INSTALLATION ADDRESS

Name & Title: OCCUPIERS
Address: 21 OSBARDWICK LANE YORK
Postcode:
Tel:

LANDLORD (OR AGENT) NAME & ADDRESS (if applicable)

Name & Title: MARCUS NISS
Address: 142 SHIPTON KP YORK
Postcode: YO205RU Tel:
Number of appliances tested: TWO

Table with columns: APPLIANCE DETAILS, FLUE TESTS, INSPECTION DETAILS. Row 1: U/SINK CUP KITCHEN, VIESMAN VITODENS COMBIG RS 30kW, FL 20116, etc.

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: Yes [checked] No [ ] Emergency Control Accessible: Yes [checked] No [ ] Satisfactory Gas Tightness Test: Yes [checked] No [ ] Equipotential Bonding Satisfactory: Yes [checked] No [ ]

Table with columns: GIVE DETAILS OF ANY FAULTS, RECTIFICATION WORK CARRIED OUT. Includes warning tags for CO and heat alarms.

Approved Audible CO Alarms Fitted & Located Correctly: Yes [checked] No [ ] N/A [ ] Are CO Alarms in Date: Yes [checked] No [ ] N/A [ ] Testing of CO Alarms Satisfactory: Yes [checked] No [ ] N/A [ ] Smoke/Heat Alarms Located & Fitted correctly: Yes [checked] No [ ] N/A [ ]

OTHER COMMENTS OR OBSERVATIONS

NEXT GAS SAFETY CHECK DUE BEFORE: 04/10/25

ISSUED BY (GAS ENGINEER): Print Name: C. BELL, Signed: [Signature], Licence No: 5053519, Issue Date: 04/10/2024. RECEIVED BY: Received By: MARCUS NISS, Signed: [Signature], Print Name: [Blank]

Energy Performance Certificate



# Energy Performance Certificate

21, Osbaldwick Lane, YORK, YO10 3AU

**Dwelling type:** Semi-detached house  
**Date of assessment:** 24 October 2018  
**Date of certificate:** 28 October 2018

**Reference number:** 9549-2834-6606-9628-4101  
**Type of assessment:** RdSAP, existing dwelling  
**Total floor area:** 122 m<sup>2</sup>

## Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

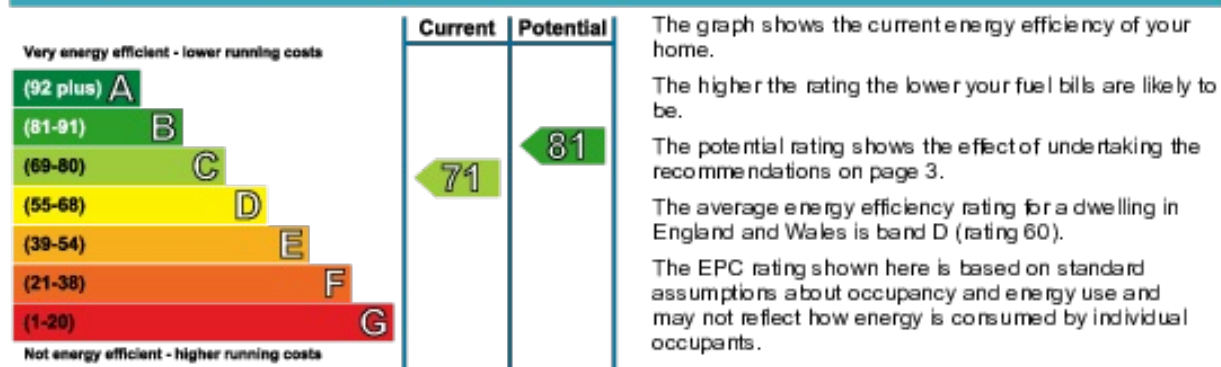
<b>Estimated energy costs of dwelling for 3 years:</b>	<b>£ 2,670</b>
<b>Over 3 years you could save</b>	<b>£ 216</b>

## Estimated energy costs of this home

	Current costs	Potential costs	Potential future savings
Lighting	£ 231 over 3 years	£ 231 over 3 years	
Heating	£ 2,124 over 3 years	£ 2,004 over 3 years	
Hot Water	£ 315 over 3 years	£ 219 over 3 years	
<b>Totals</b>	<b>£ 2,670</b>	<b>£ 2,454</b>	

These figures show how much the average household would spend in this property for heating, lighting and hot water and is not based on energy used by individual households. This excludes energy use for running appliances like TVs, computers and cookers, and electricity generated by microgeneration.

## Energy Efficiency Rating



## Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Floor insulation (suspended floor)	£800 - £1,200	£ 117
2 Solar water heating	£4,000 - £6,000	£ 96
3 Solar photovoltaic panels, 2.5 kWp	£5,000 - £8,000	£ 861

To find out more about the recommended measures and other actions you could take today to save money, visit [www.gov.uk/energy-grants-calculator](http://www.gov.uk/energy-grants-calculator) or call 0300 123 1234 (standard national rate). The Green Deal may enable you to make your home warmer and cheaper to run.

Summary of this home's energy performance related features

Element	Description	Energy Efficiency
Walls	Cavity wall, filled cavity	★★★★☆
	Cavity wall, as built, insulated (assumed)	★★★★☆
Roof	Pitched, no insulation (assumed)	★★☆☆☆
	Flat, insulated (assumed)	★★★★☆
	Roof room(s), insulated (assumed)	★★★★☆
Floor	Suspended, no insulation (assumed)	—
	Suspended, insulated (assumed)	—
Windows	Fully double glazed	★★★★☆
Main heating	Boiler and radiators, mains gas	★★★★☆
Main heating controls	Programmer, room thermostat and TRVs	★★★★☆
Secondary heating	None	—
Hot water	From main system	★★★★☆
Lighting	Low energy lighting in all fixed outlets	★★★★☆

Current primary energy use per square metre of floor area: 193 kWh/m<sup>2</sup> per year

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.

Low and zero carbon energy sources

Low and zero carbon energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon. There are none provided for this home.

Your home's heat demand

For most homes, the vast majority of energy costs derive from heating the home. Where applicable, this table shows the energy that could be saved in this property by insulating the loft and walls, based on typical energy use (shown within brackets as it is a reduction in energy use).

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	13,570	(1,892)	N/A	N/A
Water heating (kWh per year)	2,292			

You could receive Renewable Heat Incentive (RHI) payments and help reduce carbon emissions by replacing your existing heating system with one that generates renewable heat, subject to meeting minimum energy efficiency requirements. The estimated energy required for space and water heating will form the basis of the payments. For more information, search for the domestic RHI on the [www.gov.uk](http://www.gov.uk) website.

## Recommendations

The measures below will improve the energy performance of your dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions you could take today to save money is available at [www.gov.uk/energy-grants-calculator](http://www.gov.uk/energy-grants-calculator). Before installing measures, you should make sure you have secured the appropriate permissions, where necessary. Such permissions might include permission from your landlord (if you are a tenant) or approval under Building Regulations for certain types of work.

Recommended measures	Indicative cost	Typical savings per year	Rating after improvement
Floor insulation (suspended floor)	£800 - £1,200	£ 39	C72
Solar water heating	£4,000 - £6,000	£ 32	C73
Solar photovoltaic panels, 2.5 kWp	£5,000 - £8,000	£ 287	B81

## Opportunity to benefit from a Green Deal on this property

Green Deal Finance allows you to pay for some of the cost of your improvements in instalments under a Green Deal Plan (note that this is a credit agreement, but with instalments being added to the electricity bill for the property). The availability of a Green Deal Plan will depend upon your financial circumstances. There is a limit to how much Green Deal Finance can be used, which is determined by how much energy the improvements are estimated to **save** for a 'typical household'.

You may be able to obtain support towards repairs or replacements of heating systems and/or basic insulation measures, if you are in receipt of qualifying benefits or tax credits. To learn more about this scheme and the rules about eligibility, call the Energy Saving Advice Service on **0300 123 1234** for England and Wales.

### About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by Elmhurst Energy Systems Ltd. You can obtain contact details of the Accreditation Scheme at [www.elmhurstenergy.co.uk](http://www.elmhurstenergy.co.uk).

A copy of this certificate has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at [www.epcregister.com](http://www.epcregister.com). The certificate (including the building address) and other data about the building collected during the energy assessment but not shown on the certificate, for instance heating system data, will be made publicly available at [www.opendatacommunities.org](http://www.opendatacommunities.org).

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. Any personal data it contains will be processed in accordance with the General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy. For further information about this and how data about the property are used, please visit [www.epcregister.com](http://www.epcregister.com). To opt out of having information about your building made publicly available, please visit [www.epcregister.com/optout](http://www.epcregister.com/optout).

**Assessor's accreditation number:** EES/003279  
**Assessor's name:** Ms. Helen Pirozek  
**Phone number:** 01904 761823  
**E-mail address:** [helen@yorkepc.com](mailto:helen@yorkepc.com)  
**Related party disclosure:** No related party

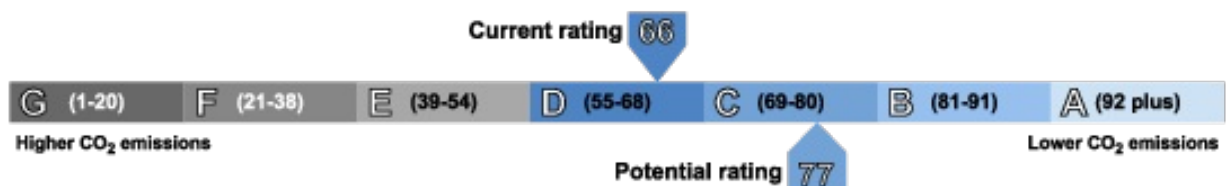
There is more information in the guidance document *Energy Performance Certificates for the marketing, sale and let of dwellings* available on the Government website at: [www.gov.uk/government/collections/energy-performance-certificates](http://www.gov.uk/government/collections/energy-performance-certificates). It explains the content and use of this document, advises on how to identify the authenticity of a certificate and how to make a complaint.

### About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions.

The average household causes about 6 tonnes of carbon dioxide every year. Based on this assessment, your home currently produces approximately 4.2 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. If you were to install these recommendations you could reduce this amount by 1.4 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions based on standardised assumptions about occupancy and energy use. The higher the rating the less impact it has on the environment.







# **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**

**DRAFT**

# 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](http://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](http://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](http://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](http://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](mailto: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](mailto:dpo@adambennett.co.uk)  
t: 01904611611