# WRITTEN STATEMENT OF TERMS

This following is a summary of key terms and does not replace the tenancy agreement which follows

- The name of the landlord (including all joint landlords) for the tenancy:
  **A Landlord**
- The name of all of the tenants:
  **Example Tenant 1, Example Tenant 2, Example Tenant 3, Example Tenant 4, Example Tenant 5, Example Tenant 6**
- An address in England or Wales where notices can be served on the landlord:
  **Example House, Example Road, Example Town, XXXX XXX**
- The address of the property being let:
  **Example Property Address**
- The date on which the tenant is entitled to possession of the property from:
  **19th July 2026**
- The tenancy is an assured periodic tenancy, with rent payable monthly in advance on:
  **the 1st day**
- Rent:
  **£4939.74 per month**
- The rent may be increased in accordance with the tenancy agreement or, where applicable, by the Landlord serving a notice under Section 13 of the Housing Act 1988.
- Utilities/Services included:

| Included | Free |
|---|---|
| **Water, Electricity, Gas** | **Wifi** |

Please note, full-time students may be exempt from paying council tax, subject to application and confirmation by the local authority.

**Deposits**

| Tenant | Deposit amount |
|---|---|
| **Example Tenant 1** | **£450.00** |
| **Example Tenant 2** | **£450.00** |
| **Example Tenant 3** | **£450.00** |
| **Example Tenant 4** | **£450.00** |
| **Example Tenant 5** | **£450.00** |
| **Example Tenant 6** | **£450.00** |

**Deposit Protection**

- The deposit will be protected in a government-approved tenancy deposit scheme in accordance with the Housing Act 2004.
- Responsibility for protecting the deposit and providing the prescribed information to the Tenant will rest with either the Landlord or the Landlord's Agent, depending on the arrangements for the property.
- The Tenant will be provided with details of the relevant tenancy deposit scheme and prescribed information within the required legal timeframe.

**Termination**

The Tenant must give at least the minimum notice required by law at the time

The landlord can normally only end an assured tenancy by serving a notice seeking possession in a prescribed form, such as a notice under Section 8 of the Housing Act 1988, or any equivalent statutory procedure in force at the time.

**Fitness for Human Habitation**

Under the Homes (Fitness for Human Habitation) Act 2018, the Landlord must ensure that the property is fit for human habitation at the start of and throughout the tenancy.

**Landlord's Repair Obligations (Section 11 Landlord and Tenant Act 1985)**

The Landlord is responsible for keeping in repair and proper working order:

- The structure and exterior of the property (including walls, roof, foundations, gutters, drains, external pipes, windows and doors);
- Installations for the supply of water, gas, electricity and sanitation (including basins, sinks, baths and toilets);
- Installations for space heating and heating water (including boilers, radiators and pipework).

These obligations apply throughout the tenancy. The Landlord must carry out repairs within a reasonable time after being notified by the Tenant of any defect.

**Electrical Safety Obligations**

In accordance with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020, the Landlord must:

- Ensure that the electrical installations in the property are safe during the tenancy;
- Have the electrical installations inspected and tested by a qualified person at least every five years;
- Provide a copy of the electrical safety report to the Tenant within 28 days of the inspection, and to any new Tenant before occupation;
- Carry out any remedial or further investigative work identified in the report within the required timeframes.

**Gas Safety Obligations (only applicable if there are any gas appliances)**

In accordance with the Gas Safety (Installation and Use) Regulations 1998, the Landlord must:

EXAMPLE

- Ensure that all gas appliances, fittings and flues are maintained in a safe condition;
- Arrange for an annual gas safety check to be carried out by a Gas Safe registered engineer;
- Provide the Tenant with a copy of the gas safety certificate within 28 days of the check, and to any new Tenant before occupation;
- Ensure that any defects identified are remedied promptly.

**Adaptations for Disabled Occupants**

In accordance with Section 190 of the Equality Act 2010, the Landlord must not unreasonably withhold consent to a request from the Tenant to make adaptations or improvements to the property where such works would facilitate the use and enjoyment of the premises by a disabled occupant.

Consent may be subject to reasonable conditions.

A Tenant may request permission to keep a pet. The Landlord will consider such requests and will not unreasonably withhold consent.

## AGREEMENT OF GUARANTEE

This form must be completed within **14 days** of the Tenancy Agreement being created.

### Steps to complete the Guarantor Form

**1.** **Tenants submit Guarantor Details:**

**1.1** Log onto the Adam Bennett website.

**1.2** 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.

EXAMPLE

## Agreement starts on the next page

# AGREEMENT OF GUARANTEE

| | |
|---|---|
| **Agreement Start Date** | XXth XXXXXX XXXX |

**Between**

| **The Landlord(s)** | |
|---|---|
| **Name** | A Landlord |
| **Address** | Example House, Example Road, Example Town, XXXX XXX |

| **The Tenant** | |
|---|---|
| **Name** | A Tenant |
| **Address** | Example House, Example Road, Example Town, XXXX XXX |

| **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**

The Tenant is entering into a joint tenancy of the Property with other tenants. Under the terms of the Tenancy Agreement, the tenants are jointly and severally liable for the obligations contained within it.

Notwithstanding the joint and several liability of the tenants under the Tenancy Agreement, the Guarantor's liability under this Agreement is limited to the obligations of the Tenant named in this Agreement only, as set out below.

**2. Guarantee**

**2.1** In consideration of the Landlord granting and continuing the tenancy to the Tenant at the request of the Guarantor, the Guarantor hereby guarantees to the Landlord as follows:

**2.1.1** To pay to the Landlord any rent due from the Tenant under the Tenancy Agreement which remains unpaid, up to the Tenant's proportionate share of the total rent, 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 had fallen due from the Tenant and remained unpaid under the Tenancy Agreement; and

**ii)** no other person is fully liable to pay that amount under any new agreement relating to the Property for the period in respect of which the demand is made.

Please note, for the avoidance of doubt, the total rent for the Property is £TOTAL RENT per calendar month, and the Tenant's share is £TENANT RENT per calendar month, being 1/X of the total rent

**2.1.2** The Guarantor's liability is limited to the Tenant's share of the rent and does not extend to the rent or liabilities of any other tenant.

**2.1.3** The Guarantor's liability applies to the Tenant's share of the rent as it falls due on a monthly basis and remains unpaid during the tenancy.

**2.1.4** The Guarantor's obligations shall continue for the duration of the Tenancy Agreement, including any periodic continuation, until the tenancy is lawfully terminated.

**2.2** The Guarantor acknowledges that this Agreement is entered into at the request of the Tenant and that the Landlord has relied upon it in granting and continuing the Tenancy.

**3. 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:

**3.1** the date falling 2 months after expiry of the Tenancy Agreement; or

**3.2** the assignment of the Tenancy or the assignment of the Tenant's interest in the tenancy; or

**3.3** the rent reserved by a new Tenancy of the property (granted following lawful termination of the Tenancy Agreement) has become payable in full; or

**3.4** the surrender of the Tenancy or the surrender of the Tenant's interests in the Tenancy or

**3.5** the death of the Tenant

**4. 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.

**5. 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.

**6. 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.

**7. Storage of Personal Data**

EXAMPLE

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 as an agreement**

| Party | Signature | Date |
|---|---|---|
| **Signed By the Landlord** | | |
| **Signed By the Tenant** | | |
| **Signed by the Guarantor** | | |

## Privacy policy follows

# 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.

EXAMPLE

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