

# 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

14/03/2025

## PARTIES

### 1. THE LANDLORD

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

### 2. THE TENANT

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

The dwelling-house at  
First floor flat, 2 Apollo Street, York, YO10 5AP

## TERM

A fixed term of 352 Days from 22nd July 2025 to 9th July 2026

## RENT

£3142.86 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** 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
  - 3.3** 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
  - 3.4** 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
  - 3.5** 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
  - 3.6** 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
  - 3.7** 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
  - 3.8** (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.
  - 3.9** 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
  - 3.10** Not to keep or allow anyone else to keep a pet of any kind in the Property without the written consent of the Landlord
  - 3.11** 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
  - 3.12** 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
  - 3.13** 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.
  - 3.14** 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.
  - 3.15** 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.
  - 3.16** 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.
  - 3.17** Strictly not permitted the production, possession, supply and use of controlled drugs within the premises of the property.
  - 3.18** 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.
  - 3.19** 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.
  - 3.20** 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.
  - 3.21** No candles, no incense sticks, no fairy lights, no portable heaters of any kind and no smoking within the property boundary.
  - 3.22** 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.
  - 3.23** 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.
  - 3.24** An interest of 3% above BOE will be charged if rent is not paid within 14 days of the due date.
  - 3.25** Charges for replacing lost key(s) during the tenancy period will be paid by the tenant(s) at cost.
  - 3.26** No electronic bikes or similar to be charged in the property.
  - 3.27** 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.
  - 3.28** 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.

- 3.29** For your safety, all escape routes (hallways and front and back door) are to be kept unobstructed at all time.
- 3.30** Any signage displayed at the property is not to be removed.
- 3.31** This agreement is subject to vacant possession
- 3.32** 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.
- 3.33** 1. This tenancy is for the flat on the first floor only, and does not include any ground floor nor other areas of the property. 2. The fixed term of this tenancy comes to an end on Thursday 9th July 2026 at 10am. 3. The deposits are due within 3 days of the AST being drawn up and an acceptable Guarantor must complete Guarantor forms within 7 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. 4. 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. 5. 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. 6. Not to smoke in the property. 7. 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). 8. 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. 9. 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. 10. 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. 11. 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. 12. This tenancy is conditional upon the landlord having vacant possession of the property. 13. All areas on the entire ground floor including areas of land to the rear or front and are specifically excluded from this tenancy, this tenancy is for the first floor flat only. 14. 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. 15. 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. 16. 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. 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.

**3.34** 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 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

### LANDLORD/HOME OWNER GAS SAFETY RECORD

Report Ref No: 45C 4319458

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			INSPECTION/INSTALLATION ADDRESS				LANDLORD (OR AGENT) NAME & ADDRESS (if applicable)			
Reg No:	Company: <u>Abbey Plumbing and Heating</u>		Name & Title:	<u>Vacant</u>			Name & Title:	<u>G. Dykes</u>		
Address:	<u>41 Kintdale Road</u>		Address:	<u>2 Apollo Court</u>			Address:	<u>SIA Hestington Road</u>		
Postcode:	<u>YO10 3NQ</u>		Postcode:	<u>YO10 5AP</u>			Postcode:	<u>YO10 5AR</u>		
Tel:	<u>01816 492221</u>		Tel:				Tel:			
							Number of appliances tested: <u>1</u>			

APPLIANCE DETAILS				FLUE TESTS				INSPECTION DETAILS									
Location	Make and Model	Type	Flue Type CFR/DFL	Operating pressure in room or heat input with or both	Safety device(s) correct operation Yes/No/NA	Sealing test Pass/Fail/NA	Smoke puff flow test Pass/Fail/NA	Initial combustion analyser reading	Final combustion analyser reading	Satisfactory ventilation Yes/No/NA	Flue visual condition Pass/Fail/NA	Adequate ventilation test/No	Landlord's appliance test/No/NA	Inspected test/No	Appliance visual check test/No	Appliance service test/No	Appliance Safe to Use Yes/No
1 Kitchen	Ideal Vogue C40	Baker	RS	20.1	Yes	NA	NA	0.002	0.003	Yes	Pass	Yes	Yes	Yes	Yes	Yes	Yes
2																	
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: Yes  No  Emergency Control Accessible: Yes  No  Satisfactory Gas Tightness Test: Yes  No  Equipotential Bonding Satisfactory: Yes  No

GIVE DETAILS OF ANY FAULTS		RECTIFICATION WORK CARRIED OUT		WARNING NOTICE ISSUED Yes/No/NA	WARNING TAG or LABEL FIRED Yes/No/NA
1					
2					
3					
4					
5					

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

OTHER COMMENTS OR OBSERVATIONS	NEXT GAS SAFETY CHECK DUE BEFORE:	ISSUED BY (GAS ENGINEER)	
	<b>25/10/25</b>	Print Name: <u>J. Dawson</u>	Signed: <u>[Signature]</u>
		Licence No: <u>41304</u>	Issue Date: <u>25/10/24</u>
		RECEIVED BY	
		Received By: <u>N/A</u>	(Delete as applicable) Tenant/Agent/Landlord/Home Owner
		Signed: _____	No one present at time of visit <input checked="" type="checkbox"/>
			Print Name: _____

Codes: White - Landlord/Agent/Home Owner    Green - Engineer    Pink - Tenant (if rented)    BF452409    \* IF YES, PLEASE REFER TO SEPARATE WARNING NOTICE    Form Ref. REGP45

## Energy Performance Certificate

Energy performance certificate (EPC)

**Current energy rate**

12.1 kWh/m<sup>2</sup>/yr  
 1.1 kWh/m<sup>2</sup>/yr  
 1.1 kWh/m<sup>2</sup>/yr

**Energy Performance Certificate (EPC) Rating**

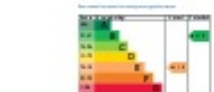
**E**

100% of properties in this category are rated E or better

**How much energy does the property use?**

The energy use of the property is measured in kWh/m<sup>2</sup>/yr. The lower the number, the more energy efficient the property is.

Energy efficiency class for this property



- 1. The property is more energy efficient than 10% of properties in this category.
- 2. The property is more energy efficient than 25% of properties in this category.
- 3. The property is more energy efficient than 50% of properties in this category.
- 4. The property is more energy efficient than 75% of properties in this category.
- 5. The property is more energy efficient than 90% of properties in this category.

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Energy use by fuel type

Fuel type	Energy use (kWh/m <sup>2</sup> /yr)
Electricity	12.1
Gas	0.0
Oil	0.0
Coal	0.0
Other	0.0

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

Estimated energy and carbon dioxide emissions per floor area

Energy use	CO <sub>2</sub> emissions
12.1 kWh/m <sup>2</sup> /yr	1.1 kWh/m <sup>2</sup> /yr

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**

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

# **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