

**NORFOLK COUNTRY COTTAGES: LEASE FOR THE SHORT FIXED
TERM LETTING OF HOLIDAY ACCOMMODATION OUT OF SEASON**

LEASE 21/05/2009

between:

Parties

- (1) 'The Landlord': Mr Landlord
- (2) 'The Tenant': Joe Bloggs

Property let

- 1.1 The property is Rose Cottage, Sheringham.

Letting

- 2.1 The Landlord lets the property to the Tenant with full title guarantee

Purpose

- 3.1 The property was previously let to provide holiday accommodation and is now being let out of season

Letting period

- 4.1 The lease starts on 3/10/2008 and ends on 03/02/2009
- 4.2 If fire or accidental damage renders the property unfit for use for at least two weeks, either party may end the letting
 - (a) no later than six months after the date of the damage
 - (b) by giving the other at least two weeks' and no more than six week's notice
 - (c) to take effect at the end of a month

Lease obligations

- 5.1 The parties agree with each other to observe and perform the duties which this lease places on them

- 5.2 Whenever there is more than one landlord or more than one tenant, their obligations may be enforced against all of them jointly and against each individually
- 5.3 The Tenant is not to allow anyone else to use all or any part of the property in a way which this lease forbids
- 5.4 So long as the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without interference from
- (a) the Landlord and
 - (b) trustees for the Landlord and
 - (c) anyone deriving title from the Landlord
- 5.5 A person who is neither a party to this lease, nor a party's successor in title, has no right to enforce any of its terms
- 5.6 The forfeiture of this lease does not cancel any outstanding obligations of the Tenant

Rent

- 6.1 The rent is £ 400 every four weeks (28 days)
- 6.2 The Tenant is to pay the rent
- (a) to the Landlord in advance on the 3rd day of every month.
 - (b) without deducting any sum from it and without setting off any sum against it

Other payments

- 7.1 The Tenant is also to pay
- (a) whatever is due to the suppliers of water, electricity and gas and electronic and communication services to the property
 - (b) interest at the Law Society interest rate on any rent paid more than seven days after it falls due
 - (c) the council tax in respect of the property or any alternative tax payable to the Local Authority which replaces it
 - (d) all expenses (including legal and surveyors' fees) which the Landlord incurs in preparing and serving
 - (i) a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order

- (ii) a schedule of dilapidations recording the Tenant's default relating to the state of the property when the tenancy ends
- (iii) immediately before commencement of this lease an amount equal to the four weekly rent will be held by the Landlord towards any damage caused to the property or to furniture and effects by the Tenant provided that such sum shall as soon as practicable after the termination of the lease be returned to the Tenant by the Landlord (subject to any deductions properly made by the Landlord) subject to any claim of the Landlord having been agreed between the Landlord and Tenant but in the case of dispute shall be determined in accordance with the arbitration provisions set out at clause 18 below
- (e) a contribution of £ 47 towards the fees and expenses incurred in preparing and granting this lease
- (f) value added tax charged on any sum payable under this lease

7.2 The Tenant shall

- (a) not transfer the accounts for supply of any water, electricity and gas and electronic and communication services to the property to a new supplier without prior written advice to the Landlord
- (b) ensure that the current telephone number 01603 444555 remains allocated to the property at the end of the lease

Using the property

8.1 The Tenant is to occupy and use the property only as a single private dwelling occupied by one household and is not to use all or any part of it for any other purpose

8.2 The tenant is not to use all or any part of the property

- (a) for a purpose which involves inviting the public generally, or a specified section of it, to the property
- (b) to display a notice or advertisement which can be seen from outside the property
- (c) in a way which will or may invalidate the insurance of the property or increase the premium payable for it
- (d) for any activity which

- (i) is dangerous, offensive, noxious, noisome, illegal or immoral,
or
- (ii) may be or become a nuisance or annoyance to the Landlord or
the owner or occupier of any neighbouring property
- (e) in a way which contravenes a restriction in the schedule to this lease
(which are restrictions affecting the freehold of the property), even
though that interferes with a use of the property which this lease
authorises

Care of the property

- 9.1 In occupying and using the property, the Tenant is not to
- (a) damage it nor allow its condition to deteriorate (fair wear and tear
excepted)
 - (b) make any alterations or additions to it
- 9.2 The Landlord is to do the repairs which the Landlord and Tenant Act 1985
requires
- 9.3 The Tenant shall keep the garden of the property (if any) in a clean and tidy
condition

Furniture and effects

- 10.1 The Tenant shall
- (a) keep the furniture and effects comprised in the lease (as set out in the
Inventory signed by or on behalf of the Landlord) (“the furniture and
effects”) in as good condition as they are now in (allowing for
reasonable wear and tear)
 - (b) not remove any of the furniture and effects from the property
 - (c) if at the determination of the lease any of the furniture or effects shall
have been broken damaged lost unreasonably soiled or rendered
useless then (at the Landlord’s option) either to replace them with
others of the same sort and equal value or to repair them or to clean
them as appropriate or to pay to the Landlord the amount or value of
the loss or damage

- (d) at the end of the lease leave the furniture and effects in the rooms or places in which they were placed at the date of the Inventory
- (e) Bed linen and towels are not normally provided unless by prior arrangement with the owner. If provided, all linen and towels must be laundered prior to the termination of the tenancy.

Pets

- 11.1 If any damage is caused to the property or to the furniture and effects by any pets (whether or not consent to keep them in the property has been given by the Landlord) then the Tenant shall be obliged to comply with clause 10(d) of this lease in that respect and such damage will not in any circumstances be deemed to constitute fair wear and tear

Repair and working order

- 12.1 The Landlord shall provide and keep in repair and proper working order throughout the term of this lease all such installations and appliances as are on the property at the date of this lease, provided that this obligation shall not be construed as requiring the Landlord to carry out any works for which the Tenant is liable by virtue of his/her duty to use the property installations appliances furniture and effects in a Tenant-like manner and provided further that the Tenant shall indemnify the Landlord in respect of the cost of repairs to such installations and appliances resulting from the misuse of the same by the Tenant and his/her family or lawful invitees

Planning

- 13.1 'The planning legislation' is the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 and any amendments of those Acts, and the rules, regulations and orders made under them or continued by the Planning Consequential Provisions Act 1990, as they apply from time to time
- 13.2 The Tenant is to comply with the planning legislation as it affects the property, and is not to
- (a) carry out any development on the property which requires permission under that legislation

- (b) apply for permission to develop all or any part of the property

Rights of entry

- 14.1 The Tenant is to allow free entry to the property
 - (a) to the Landlord for the purposes of
 - (i) inspecting it
 - (ii) valuing it for insurance purposes
 - (iii) carrying out repairs
 - (iv) complying with a lawful requirement under the planning legislation, even if that restricts the enjoyment of the property
 - (b) to the owners or occupiers of neighbouring premises for the purpose of repairing any structure or facilities serving both those premises and the property
 - (c) to a person accompanied by, or with written authority from, the Landlord or the Landlord's agents, to view the property as or for a prospective buyer, tenant or mortgagee
- 14.2 Any person who exercises a right of entry to the property given above
 - (a) must give at least seven days' prior notice, except in a case of emergency
 - (b) may authorise employees, contractors and agents to enter for a permitted purpose
 - (c) must promptly make good any damage to the property

Transfer

- 15.1 In respect of all or any part of the property, the Tenant is not to
 - (a) transfer or assign the lease
 - (b) mortgage, charge, sub-let, part with possession of or share it
 - (c) leave the property unoccupied for more than fourteen consecutive days (save by prior arrangement with the Landlord)

Notices

- 16.1 The Tenant is to
 - (a) send the Landlord a copy of any notice relating to the property promptly after receiving it

- (b) respond, at the Landlord's expense, to any notice served under the Party Wall etc Act 1996 in the way which the Landlord requires
- 16.2 A notice may be given in accordance with section 196 of the Law of Property Act 1925
- 16.3 A notice intended for the Landlords, including a notice given in legal proceedings, may be sent to the address given above, until the Tenant is notified of a different address in England Wales

End of lease

- 17.1 The Landlord may forfeit this lease by entering any part of the property whenever
 - (a) any rent is at least twenty-one days overdue, even if it was not formally demanded
 - (b) the Tenant has not complied with an obligation in this lease
 - (c) any tenant who is
 - (i) an individual is adjudicated bankrupt or an interim receiver of the tenant's property is appointed
 - (ii) a company goes into liquidation (but not solely for the purpose of amalgamation or reconstruction when solvent), an administrative receiver of it is appointed or an administration order is made in respect of it
- 17.2 When the lease ends, the Tenant is to
 - (a) leave the property in the state in which this lease requires it to be kept
 - (b) vacate the property and return possession of it to the Landlord
- 17.3 The Landlord is entitled to seek possession of the property on Ground 3 in Schedule 2 to the Housing Act 1988

Disputes

- 18.1 Any dispute between the parties which they are unable to resolve is to be referred to arbitration
- 18.2 A dispute referred to arbitration under this lease is to be decided
 - (a) under Part 1 of the Arbitration Act 1996

(b) by a single arbitrator appointed by the parties to the dispute or, in default of agreement, at the request of a party by the then President of the Royal Institution of Chartered Surveyors

SIGNED by 'The Landlord'

.....

In the presence of:

Witness signature:

Witness Name:

Witness Address:

.....

Witness occupation:

SIGNED by 'The Tenant'

.....

In the presence of:

Witness signature:

Witness Name:

Witness Address:

.....

Witness occupation: