

Lettings Policy

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Document Control Table

Document History			
Version	Date	Author	Note of Revisions
V1	Feb 2024	P Edwards	First Trust-wide Lettings Policy

1. Aims and scope of this policy

The Prospect Trust (the Trust) aims to:

- Ensure the Trust's premises and facilities can be used, where appropriate, to support community or commercial organisations, in accordance with the articles of association of the Trust.
- Allow the hiring of the premises without subsidy from Trust funds.
- Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Trust.
- Prevent any hiring out of the premises that may interfere with the Trust's primary purpose of providing education to its learners.
- Hire out facilities in a way that is safe, following government guidelines and relevant risk assessments.

2. Safeguarding

The Trust is dedicated to ensuring the safeguarding of its learners at all times. It is a requirement of hire that hirers abide by the Trust's requirements in respect of safeguarding. It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into direct contact with unsupervised learners, for example if the hire occurs during academy hours, or when learners may be present in the academy (during after-school clubs or extra-curricular activities), the academy will ask for confirmation that the hirers have had the appropriate level of DBS check.

If the hirer is using the academy premises for running an activity for children, they will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the academy. Safeguarding guidance for after-school clubs, community activities and tuition is provided by the Department for Education and includes a checklist of what arrangements should be in place [Safeguarding guidance for providers](#).

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the academy premises, they shall contact both the academy Designated Safeguarding Lead (DSL) and the Trust staff member responsible for lettings as soon as reasonably practicable. The contact details for the DSLs at each site are;

Frimley CofE Junior School; Clare Wright, dsl@frimley.surrey.sch.uk 01252 835 440

Tomlinscote School; Helen Rushby, dsl@tomlinscoteschool.com 01276 709050

Sixth Form College Farnborough; Matt Smith, msmith@farnborough.ac.uk 01252 688303

The contact details for the Trust member of staff responsible for lettings at each site are;

Frimley CofE Junior School; Lindsey Carter, info@frimley.surrey.sch.uk.

Tomlinscote School; Brad Anstee, banstee@tomlinscoteschool.com

Sixth Form College Farnborough; Brad Anstee banstee@tomlinscoteschool.com

The hirer understands that if the academy or Trust receives an allegation relating to an incident where an individual or organisation is using the academy premises for running an activity for children, the academy will follow its usual safeguarding procedures and inform the local authority designated officer (LADO).

By entering into a hire agreement, the hirer confirms their understanding that failure to conform to these safeguarding requirements will lead to immediate termination of the hire / lettings agreement', as per the requirements of [Keeping Children Safe in Education](#)

3. Areas available for hire and charging rates

The Trust makes available a number of areas in each academy for hire. Sports halls and pitches available to hire at SFCF and Tomlinscote along with associated pricing can be found via the School Hire website via the following links: [Tomlinscote](#) and [SFCF](#) .

Information on other available areas for hire, including areas at Frimley CofE Junior School, can be found in appendix 1 of this policy.

The Trust may decide to impose an additional caretaking fee on top of the hiring rates. The revenue raised from hiring out facilities will be reviewed by the COO and will be fed into financial reporting, to ensure best value is being achieved. Fees will only be waived or reduced on direct approval from the COO.

All areas available for hire are smoke free, smoking and vaping are not permitted. Alcohol consumption is also prohibited. Pets are not permitted in any of the areas. Swearing and bad language will not be tolerated.

Parking for facilities is provided and details will be provided on application to hire. Vehicles must be parked in accordance with directions and line markings.

The Trust also makes available a limited amount of staff accommodation, available on a short-term basis. The Tenancy Agreement can be found in appendix 3 of this policy.

4. Application Process and Payment

Facilities made available through School Hire ([Tomlinscote](#) and [SFCFhttps://farnborough.schoolhire.co.uk/](https://farnborough.schoolhire.co.uk/)) should be booked and paid for via this website. Those wishing to hire premises not listed on School Hire should contact the academy listed below:

Frimley CofE Junior School; Lindsey Carter, info@frimley.surrey.sch.uk.

Tomlinscote School; Brad Anstee, banstee@tomlinscoteschool.com

Sixth Form College Farnborough; Brad Anstee banstee@tomlinscoteschool.com

A hire request form may be required, this form is either available from [School Hire](#) or will be made available on receipt of the hire request, it is included as appendix 2 in this policy. Once submitted, the academy contact will determine approval. If the request is approved, the academy will contact the hirer with further details. This may be through the School Hire website or via email depending on how the booking request was made. Payment is required at the time of booking.

The academy will make available details of the emergency evacuation procedures and other relevant health and safety documents. The hirer may also need to provide proof of their public liability insurance when using the facility for business purposes e.g. running an after school club.

The Trust reserves the right to decline any applications in its absolute discretion, in particular where the organisation does not uphold the values of the Trust or reputational damage may occur.

If the academy is unable to accept a booking, an alternative date, time or location may be offered.

5. Terms and Conditions of Hire

The following terms and conditions must be adhered to in the hiring of the academy premises. Any breach of these terms will result in cancellation of future hires without refund. Terms and conditions may be amended due to health and safety; regulatory; security or legal reasons. The Trust will provide reasonable notice to the hirer of any changes.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the Trust, and shall not be entitled to set off any amount owing to the Trust against any liability, whether past or future, of the trust to the licensee.
3. The hirer shall ensure that we have the name, address, daytime and evening telephone number and an email address for at least one individual authorised by you to deal with the Hire Agreement at all times. You shall notify us immediately should the individual or their contact details change at any time prior to the end of the Hire period.
4. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the Trust by this licence.
5. The hirer shall not sub-licence any of the premises under the licence.

6. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
7. Any additional uses of the premises not agreed in writing by the Trust will result in the immediate termination of the licence.
8. The Trust shall retain control, possession and management of the premises and the hirer has no right to exclude the academy from the premises.
9. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time
10. The hirer is responsible for the safe operation of any electrical equipment brought onto the academy site and for ensuring that equipment has the required valid portable appliance test label.
11. The hirer must ensure that rules regarding footwear in certain areas are followed. These are outlined in Appendix 1 – Areas Available to Hire
12. The hirer must take out its own public liability insurance with a reputable insurer approved by the academy and, where requested by the Trust, shall provide a copy of the relevant insurance certificate to the trust no less than 10 days before the start date of the licence.
13. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Trust in relation to the premises.
14. The academy reserve the right to refuse admission of any person or to require a person to leave the premises without giving a reason, regardless of whether or not that person is a valid member of an affiliated organisation hiring the facilities.
15. The hirer shall indemnify and keep indemnified the Trust from and against:
 - a. Any damage to the premises or Trust equipment;
 - b. Any claim by any third party against the Trust; and
 - c. All losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
16. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Trust shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the Trust by the hirer under the licence.
17. Any cancellations by the hirer received with less than 7 days' notice will not be refunded. Fees for cancellations made with more than 7 days' notice will be charged as set out in the 'Cancellation or Rescheduling' section of this policy.
18. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
19. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind. On leaving the premises the hirer will ensure that attendees leave in a quiet and orderly manner.

20. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Trust.
21. The hirer must not bring on to the premises, without the prior consent of the Trust, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus, or article of dangerous nature.
22. The hirer or attendees must not take photographs in a professional capacity or for publication, broadcast, film or otherwise record on the premises during any booking without prior written consent from the Trust.
23. The hirer must ensure that no musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the hirer.
24. You shall not supply or permit any other person to sell or supply or offer for sale goods of any kind on the premises during the hire period without the consent of the Trust.
25. Without the prior written consent of the Academy, you shall not hold, or permit to be held any raffle, sweepstake or other lottery on the premises during the hire. If the Academy gives consent, you shall be responsible for ensuring that raffle; sweepstake or other lottery complies with all applicable laws.
26. The hirer will ensure that attendees will wear appropriate footwear for the surface; will not scale fences; will not swing from goal surrounds,
27. If the hirer breaches any of the terms and conditions, the Trust reserves the right to terminate the licence and retain any fees already paid to the Trust, without affecting any other right or remedy available to the trust under the licence or otherwise.
28. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
29. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third party intellectual property.
30. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
31. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
32. The Premises Hire Policy, the relevant Hire Request form submitted by the hirer and the relevant Hire Confirmation letter issued by the Trust shall apply to and are incorporated in the licence.
33. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
34. The Trust and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

6. VAT

Certain block bookings by certain hirers, such as bookings for 10+ sessions for a single activity, may be exempt from VAT (an "Exempt Booking"). Where an Exempt Booking is cancelled or changed in such a way that it no longer qualifies as an Exempt Booking, in addition to any cancellation fees due, we will invoice you for any VAT due in connection with the Booking and you agree to pay such amounts to us within 14 days of receiving said invoice.

As it is not possible to guarantee block bookings for 10+ sessions at the Sixth Form College Farnborough due to scheduled College events, all bookings at the College are subject to VAT.

You must meet the following criteria to qualify for VAT exemption:

- The hire is for 10 sessions or more. VAT will be charged if sessions are cancelled therefore resulting in under 10 sessions taking place.
- Each session is for the same sport or activity and in the same place (different pitches are acceptable as long as they are at the same academy).
- The interval between each session cannot be more than 14 days.
- The session is paid in full before the booking commences.
- The hirer has exclusive use.
- The hire is for a school, club or an organisation representing affiliated clubs or constituent associations such as local league. We will require your league affiliation code upon booking request.

7. Cancellation or Rescheduling

The academy reserves the right to cancel any agreed hiring with a minimum of 7 days' notice. However, we reserve the right to cancel any bookings at any time which are considered unsafe, whether as a result of activity, coaching practice, weather conditions or pitch conditions. If the academy cancel the booking a full refund will be payable.

The use by you of certain facilities within the Premises may be withdrawn and/or varied by us at any time for any reason.

We reserve the right to terminate any Hire Agreement in progress and any other Hire Agreements where you breach any term of this Agreement.

If you cancel a Hire Agreement or Booking, cancellation fees may apply and additional VAT may be due (see above). The amount of any charge depends on when the cancellation notice is received.

- Less than 7 days' notice 100% of the hire charge
- Less than 14 days' notice 75% of the hire charge
- Less than 21 days' notice 50% of the hire charge
- Less than 28 days' notice 25% of the hire charge

8. Links with other policies and Guidance

This policy links to the following policies and procedures:

- Academies' Safeguarding Policies
- Trust Finance Policy
- Trust Data Protection
- Trust Health and Safety Policy
- Trust First Aid Policy

Appendix 1 – Areas Available to Hire

These rates are for the academic year 2023/24 and subject to change at any time.

Frimley CofE Junior School

Area	Cost per hour excluding VAT (unless otherwise stated)
Classroom	£15
Hall inc. use of gym mats	£30
Field and Changing Rooms	£25

Tomlinscote

Details of areas to hire at Tomlinscote School including prices can be found via the School Hire website by following this link: [Tomlinscote](#) . [Tomlinscote](#) . The areas available are:

- Sports Hall
- Gymnasium
- 3G Pitch
- Sand Astro
- Grass Pitch (11-a-side)
- Grass Pitch (9-a-side)

Sixth Form College Farnborough

Details of the Astro and Sports Halls that are available to hire at SFCF, including prices, can be found via the School Hire website by following this link: [SFCFSFCF](#).

Other areas are available as listed below. Please note, weekend bookings are subject to an additional 20% to the costs stated here.

Area	Capacity	Cost per hour excluding VAT (unless otherwise stated)
Simon Jarvis Lecture Theatre	190	£80
Ranson Lecture Theatre	99	£50
Conference Room	14	£25
Prospect Theatre*	184 (with up to 60 additional)	£140
Prospect Theatre Foyer	5.7m x 19.1m	Price on application
Music Suite / Recording Studio	varying	Price on application
Shades	40	£50
Greenhouse	148	£60
Courtyard	125	£60

*Please note suitable footwear must be worn in the theatre stage area.

Appendix 2 – Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire. If you have any questions, please contact the relevant contact.

Frimley CofE Junior School: School Reception, info@frimley.surrey.sch.uk

Tomlinscote School: Brad Anstee, BAnstee@tomlinscoteschool.com

Sixth Form College Farnborough: Brad Anstee, BAnstee@tomlinscoteschool.com

Name of applicant/organisation and company number (where applicable)	
Applicant contact details	Address: Phone no: Email address:
Preferred method of contact	
Purpose/activity of organisation	
Part of the premises requesting to be hired	
Date and time of first hire	
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	

Number of expected participants in the activity	
Additional equipment you will require from the academy (please note we may not always be able to provide this but will inform you where this is/is not possible)	
Additional equipment you will be providing yourself	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

At The Prospect Trust we work hard to keep personal data secure, which includes regularly reviewing our privacy notices so that you are aware of how we use data and for what purpose. The privacy notices are available on our website.

Should you have any queries in relation to how the The Prospect Trust handles your data, please contact the Data Protection Officer, Judicium at dataservices@judicium.com.

By signing below, I agree to the terms and conditions set out in the premises hire policy; confirm that I am over 18 years of age, and that the information provided on this form is correct.

Name _____ Date _____

Signature_____

Please return this form via email to the contact listed above. We will be in touch to inform you if your application is successful, and if so, details of the full cost and documents that will need to be shared.

Appendix 3 Master Tenancy Agreement and Front Sheet

TO THE TENANT. MAKE SURE YOU READ THIS:

This document is important.

It creates legally binding rights and obligations.

BEFORE you sign this Agreement, you should carefully read ALL of its terms and make sure that you understand them. You should make sure that it contains all of the terms that you want and does not contain terms that you are not prepared to agree to. If you are unsure about the meaning or effect of any part of this Agreement, you should take legal advice from a solicitor or a Citizens' Advice Bureau or a Housing Advice Centre BEFORE you sign it.

<u>Checklist</u>	<u>Supplied</u>
How to Rent guide	<input type="checkbox"/>
Gas Safety Certificate	<input type="checkbox"/>
Record of electrical inspections	<input type="checkbox"/>
Energy Performance Certificate	<input type="checkbox"/>
Tenancy Deposit Scheme Prescribed Information provided	<input type="checkbox"/>
Immigration status check	<input type="checkbox"/>

Assured Shorthold Tenancy Agreement

Part Furnished House

Date: xxx

BETWEEN

- (1) The Prospect Trust, Prospect Avenue, Farnborough, Hampshire, GU14 8JX ("the Landlord")
- (2) xxx of 10 Prospect Avenue, Farnborough, Hampshire GU14 8JU ("the Tenant")

DEFINITIONS

"Break Rights"

The rights to bring this Agreement to an end in accordance with clause []

"Contents"

The furniture, furnishings, equipment and other goods in the Property all belong to The Prospect Trust as listed in the Inventory.

"Deposit"

£[]

"Grounds for Possession"

Any of the grounds for possession given in Schedule 2 of the Housing Act 1988

"Interest Rate"

The higher of 3% or 3% above base rate from time to time of National Westminster Bank plc

"Inventory"

The Inventory appended to this Agreement.

"Property"

The building known as, 10 Prospect Avenue, Farnborough, Hampshire, GU14 8JU

"Relevant Default"

A 'relevant default' as defined in paragraph 4(2) of Schedule 1 to the Tenant Fees Act 2019

"Rent"

£xxx per month payable each month and deducted from your monthly salary.

"Schedule of Condition"

The schedule appended to this Agreement recording the state of repair and condition of the Property at the date of this Agreement

"Tenancy Period"

The tenancy starting on xxx and ending on xxx.

Background:

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms.

[This is an Assured Shorthold Tenancy under the Housing Act 1988 (as amended). The Tenant understands that the Landlord will be entitled to recover possession of the Property when the Tenancy Period ends.]

The Landlord's name and address set out above are to be used by the Tenant for all notices (including those in legal proceedings) until the Tenant receives written notification of a different name or address for the Landlord.

STANDARD LETTING TERMS

In these Letting Terms:

- (a) provisions relating to the Property apply to every part of it and to its fixtures and fittings and decorations;
- (b) when two or more persons are together the Landlord or the Tenant, they are responsible for their obligations both jointly and individually;
- (c) the Landlord includes the persons from time to time entitled to receive the Rent;

- (d) an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- (e) the headings are only for convenience and are not part of the Letting Terms;
- (f) if any part of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

Landlord's Obligations

1.1 Occupation by Tenant

The Landlord will give the Tenant exclusive uninterrupted occupation of the Property, together with the exclusive use of the Contents, and the right (shared with others if applicable) to use the "Property" (as defined above), during the Tenancy Period for as long as the Tenant complies with the Tenant's obligations under this Tenancy Agreement.

1.2 Main repairs

The Landlord will maintain in good condition:

- 1.2.1 the outside of the Property including the gardens areas and the Tenant will allow reasonable access to the landlord to enable this
- 1.2.2 the main structure of the Property, and
- 1.2.3 the fixed gas, electrical and heating appliances in the Property, but this does not include remedying any damage caused by the Tenant unless the cost is met by insurance under clause 1.4.

1.3 Landlord's payments etc

The Landlord will:

- 1.3.1 pay the water charges and all charges for gas and electricity and consumed on or supplied to the Property during the Tenancy Period, including standing and rental charges as well as charges for units consumed or used
- 1.3.2 pay the Council Tax or similar tax in respect of the Property or its occupants for the Tenancy Period which shall be deducted direct from salary

1.4 Insurance

The Landlord will:

- 1.4.1 arrange for the Property and the Contents (but not the Tenant's possessions) to be insured under comprehensive insurance policies,
- 1.4.2 use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as practicable, and
- 1.4.3 refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage,

but 1.4.2 and 1.4.3 will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do in breach of the Tenant's Obligations under this Tenancy Agreement.

1.5 Lighting of common parts

If access to the Property is over or through any communal entrance hall, stairs,

kitchen, bathroom and living room in the Property, the Landlord will use all reasonable efforts to arrange for them to be kept properly lighted.

2 **Tenant's Obligations**

2.1 Payment of Rent and other sums

- 2.1.1 The Tenant will pay the Rent direct from salary
- 2.1.2 The Tenant must pay on demand the sums incurred by the Landlord pursuant to clause 1.3.1
- 2.1.3 The Tenant must pay on demand interest in relation to any sums not paid by the Tenant within 14 days of the date on which it should have been paid by the Tenant. The interest will be at the Interest Rate calculated from the date on which payment should have been made to the date of actual payment, both dates inclusive.
- 2.1.4 The Tenant will pay within 14 days of written demand all reasonable costs, charges and expenses including legal costs and disbursements and charges payable to a surveyor or agent which have been properly incurred by the Landlord as a consequence of a Relevant Default by the Tenant.
- 2.1.5 The Landlord does not require a deposit to be paid at the start of the tenancy. However, on final inspection at the point of vacating the property, the Trust does reserve the right to

deduct from the tenants salary an amount to cover any damage over and above normal wear and tear'

2.1.6 The Tenant is responsible for paying for and maintaining a valid television licence for the Property

2.2 Use of the Property and Contents

The Tenant will:

2.2.1 use the Property and the Contents carefully and properly and will not damage them,

2.2.2 take proper precautions to prevent the escape of water in or from the Property,

2.2.3 not bring any dangerous substances onto the Property or any other part of the Property or do anything which would ordinarily be expected to invalidate the insurance of the Property or the Contents or entitle the insurers to refuse to pay out policy monies or to increase the insurance premiums,

2.2.4 use the front door only for access to and from the Property; and

2.2.5 be responsible for the actions of anyone who is in the Property with the Tenant's permission.

2.3 Maintain the condition of the Property

The Tenant will:

2.3.1 keep the inside of the Property in as good condition as at the date of this Tenancy Agreement,

2.3.2 have the windows of the Property cleaned periodically

2.3.3 keep any garden forming part of the Property reasonably tended and free of weeds with the lawns mown on a regular basis,

2.3.4 keep any external paths, patios and driveways forming part of the Property clean and tidy and free from weeds,

2.3.5 regularly test any smoke alarms fitted in the Property and replace any batteries in those alarms that need replacing. If any smoke alarm fails to work after such testing, the Tenant must immediately notify the Landlord; and

2.3.6 take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents and animal fleas. Where any infestation occurs as the result of action or inaction on behalf of the Tenant, and the Tenant is to be responsible for the appropriate costs in fumigating and cleaning any affected parts and for rectifying and removing the causes of any infestation.

2.4 Allow entry by the Landlord

The Tenant will allow the Landlord (and where necessary with workmen and others) at all reasonable times during the Tenancy Period on reasonable prior written notice (or without notice in emergency) to enter the Property where reasonably required for the purpose of:

- 2.4.1 repairing or painting the outside of the Property or carrying out any structural or other necessary repairs to the Property, or
- 2.4.2 examining the state and condition of the Property and of the Contents, or
- 2.4.3 (in the last two months) showing the Property to prospective tenants

2.5 Notice to repair

If the Landlord gives the Tenant written notice requiring the Tenant to remedy

any failure by the Tenant to comply with clauses 2.2 to 2.4 above, the Tenant

will carry out the necessary remedial work within one month from being given

the notice.

2.6 No assigning or underletting etc

The Tenant will not:

- 2.6.1 assign, underlet, charge or part with possession of the whole or any part of the Property
- 2.6.2 take in lodgers,
- 2.6.3 share occupation of the Property with any person, or
- 2.6.4 sell, lend, charge or otherwise dispose of, or part with possession of, any of the Contents.

2.7 Private residential use only

- 2.7.1 The Tenant will not carry on any profession trade or business whatsoever at the Property but will use it only as a private residence for the Tenant personally (other than carrying out the professional duties expected of a teacher)

- 2.7.2 whenever the Property is left unattended, ensure that all windows and doors are locked and bolted and any burglar alarm is properly activated. If the Tenant intends to leave the Property unattended for a period exceeding one month, the Tenant must notify the Landlord in writing before doing so and comply with any proper and reasonable requirements of the Landlord relating to the security and safety of the Property and the Contents.
- 2.7.3 take all reasonable precautions to prevent damage to the inside of the Property, the Contents and the pipes within the Property from frost, freezing and by condensation;
- 2.7.4 ensure that any gas appliances installed in the Property after the date of this Agreement are installed by an engineer properly registered on the Gas Safe Register; and
- 2.7.5 keep safe the keys and any security device for the Property.

2.8 Proper conduct

The Tenant will not:

- 2.8.1 do anything at the Property which is illegal or immoral or is a nuisance disturbance or annoyance to the occupiers of the remainder of the Property or of any adjoining premises,
- 2.8.2 hang on the outside of the Property any flowerbox, flowerpot or similar object or any clothes or other articles,
- 2.8.3 block, or put noxious or damaging substances into, the sinks baths lavatories cisterns or waste or soil pipes in the Property or allow them to overflow,
- 2.8.4 leave any obstruction in the common areas of the Property,
- 2.8.5 park any vehicle on any approaches or other communal areas belonging to the Property except in parking areas designated for use by the occupants of the Property,
- 2.8.6 leave the entrance doors of the Property open,
- 2.8.7 permanently remove any of the Contents from the Property or store the Contents in any part of the Property where there is an increased risk of damage to them whether by frost, damp or any other cause,
- 2.8.8 allow any children of, or in control of, the Tenant to play in any of the common areas of the Property or allow any children to reside in the property,
- 2.8.9 do anything on the Property or permit or allow invited guests or visitors to do anything on the Property that would cause any damage to or destruction of the Property or the Contents,
- 2.8.10 use in the Property any electrical device which is not fitted with an effective suppressor,

- 2.8.11 use any television in the Property without holding a television licence (other than the communal television provided by the Landlord),
- 2.8.12 change any of the locks of the Property or have any duplicate keys made without the Landlord's prior written permission, which will not be unreasonably withheld,
- 2.8.13 keep any dog, cat, bird or other animal or reptile in the Property without the Landlord's prior written permission,
- 2.8.14 smoke cigarettes, pipes, tobacco or any other substance in the Property or on the site of the Property and ensure that any guests of the Tenant also follow this 'No Smoking ' requirement,
- 2.8.14 consume any drugs or other substance which are, or become, prohibited or restricted by law other than according to any conditions required for the legal use of such restricted substances,
- 2.8.15 change any of the locks on the Property,
- 2.8.16 change any burglar alarm activation codes and settings made and supplied by the Landlord,
- 2.8.17 tamper, interfere with, alter or add to the meters or installations within or serving the Property and which relate to the provision of utilities, or
- 2.8.18 commission an Energy Performance Certificate for the Property.

2.9 No alterations

The Tenant will not:

- 2.9.1 alter or add to the Property internally or externally,
- 2.9.2 decorate the exterior of the Property,
- 2.9.3 change the décor of the interior of the Property,
- 2.9.4 dig up or cut down any trees, bushes or shrubs in any garden forming part of the Property or that the Tenant has the right to use and enjoy, or
- 2.9.5 erect any external aerial or satellite dish at the Property.

2.10 Pass on correspondence and notices

Apart from personal mail for the Tenant, the Tenant will promptly give to the

Landlord any other item of mail or any other items addressed to the Tenant which are for the attention of the Landlord.

2.11 Obligations at end of Tenancy Period

The Tenant will:

- 2.11.1 leave any linen, blankets, counterpanes and towels which may be provided in the Property freshly washed at the end of the Tenancy Period (however it ends);
- 2.11.2 at the end of the Tenancy Period (however it ends):
 - 2.11.2.1 hand to the Landlord all keys to the Property,
 - 2.11.2.2 give the Landlord vacant possession of the Property removing all of the Tenant's personal possessions,
- 2.11.3 leave all the Contents in the same rooms in the Property as at the start of the tenancy as specified in the inventories, ensure that the Property and the Contents are completely clean and tidy and are in the condition required by these Letting Terms, and attend an inspection of the Contents to be carried out by or on behalf of the Landlord.

If the Tenant has not removed all of its personal possessions within 14 days of the Tenancy ending, the Landlord can dispose of those possessions as the Tenant's agent and the Landlord must pay the disposal proceeds to the Tenant.

2.12 Insurance

The Tenant must:

- 2.12.1 notify the Landlord as soon as reasonably practicable and give the Landlord all reasonable assistance in making a claim under the Landlord's insurance policies if damage to or destruction of the Property occurs that may give rise to a claim under those policies; and
- 2.12.2 keep and maintain adequate fire extinguishers at the Property so as not to invalidate the Landlord's fire insurance policy.

3 Termination

3.1 Landlord's right of termination

The Landlord is entitled to terminate this Tenancy Agreement and obtain a court order

to evict the Tenant if:

- 3.1.1 any instalment of the Rent is not received in full within fourteen days of the date when the Landlord formally demands it after it has fallen due, or
- 3.1.2 the Tenant fails to comply with any of the Tenant's obligations under this Tenancy Agreement, or

- 3.1.3 the Tenant becomes bankrupt or an interim receiver of his property is appointed,
- 3.1.4 any of the Grounds for Possession apply,
- 3.1.5 the Tenant ceases to be employed by the Landlord, or
- 3.1.6 the Tenant (without making arrangements with the Landlord) leaves the Property vacant or unoccupied for more than three weeks.

When this Agreement ends, the Court can order the Tenant to return possession of the Property if any of the Grounds for Possession apply.

3.2 Effect of Termination

Termination of this Tenancy Agreement under clause 3.1 ends the Tenancy period but does not release the Tenant from any outstanding obligation.

- 3.3 If the Landlord wishes to determine the tenancy at any point after the end of the Tenancy Period he may do so by giving the Tenant not less than two month's written notice
- 3.4 If the Tenant wishes to determine the tenancy at any point after the end of the Tenancy Period he may do so by giving the Landlord not less than one month's written notice.

4 **Break Rights**

The Landlord can, at any time after the first four months of the Term, give the Tenant at least two months' prior written notice to terminate this tenancy and on the date specified in that notice the Tenant must deliver up vacant possession of the Property in accordance with the terms of this Agreement.

The Tenant can at any time after the first six months of the Term (including during any statutory periodic tenancy which may arise after the end of the Term), give the Landlord at least [one] month's prior written notice to terminate this tenancy.

5 **Notifications**

- 5.1 This Agreement is an Assured Shorthold Tenancy and the Court can therefore order the Tenant to return possession of the Property at the end of the Term.
- 5.2 If the Tenant breaches or fails to fulfil any of its obligations under this Agreement, the Tenant shall pay all reasonable costs properly incurred by the Landlord in remedying such breaches and/or in connection with the enforcement of such obligations.
- 5.3 The Tenant acknowledges that it has received:

- 5.3.1 the Government How to Rent guide;
- 5.3.2 a gas safety certificate for the Property;
- 5.3.3 a record of electrical inspections for the Property; and
- 5.3.4 an energy performance certificate for the Property

6 In agreement with the Trust, the keys will be handed to a third party as nominated by xxx. The keys and property remain the responsibility of xxx from xxx and until xxx.

SIGNED by the LANDLORD

Signature

Address

Occupation

SIGNED by the TENANT.....

(xxx)

Signature

Address

Occupation