



WARFIELD P A R K

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT NOTICE

This document contains the Terms of the Tenancy of the property known as:-

Rental Address. (“the Property”)

It sets out the promises made by the tenant to the Landlord and vice versa.

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by the courts. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Agreement.

WHAT IS AN ASSURED SHORTHOLD TENANCY

This Agreement creates an Assured Shorthold Tenancy (AST) (as defined by the Housing Act 1988, as amended). This is a Fixed Term tenancy for a period of 6 months.

The Landlord agrees to let the Property to the Tenant for the Term of the Tenancy. If the Tenant leaves before the end of that term, the Landlord may insist that the Tenant pays the rent for the remainder of the Term.

Should the tenant fail to vacate the property on the expiry of a notice for possession then the Landlord can only remove the Tenant from the Property by giving the Tenant notice in writing of his intention to seek a possession order (even after the Term of this Agreement has expired) and by obtaining a court order. The court will only order the Tenant to leave the Premises before the expiry of the Term if one of the reasons set out in Clause 3.1 page 11 of this Agreement is proved.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

Initials

Date:.....

Definitions

The intention of providing this list is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

Landlord	A person or persons who at any relevant time own, or have a formal interest in, the Property that gives them right to possession of the property.
Tenant	A person or persons who at any relevant time are entitled to occupy the Property under the terms of this tenancy agreement.
The Property	The Property includes all or any part of the dwelling-house, gardens, paths, driveways, fences, boundaries or other outbuildings which form part of the let.
Fixtures & Fittings	References to fixtures relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, other equipment or any floor, ceiling or wall coverings and include anything listed in any Inventory and / or Schedule of Condition as supplied.
Insured Risks	"The Insured Risks" refers to insurance against fire and the usual comprehensive risks.
Joint & several liability	The expression joint and several liability means that jointly the Tenants are liable for the payment of all rents and all liabilities falling upon them during the tenancy as well as any breach of the agreement. Individually each Tenant is responsible for payment of all rent and all liabilities falling upon them as well as any breach of the agreement until all payments have been made in full. A maximum of four people can be such joint Tenants.
The term or the tenancy	References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in The Principal Terms.
Consent of the Landlord	Where the consent of the Landlord is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtain confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Water Charges	This includes charges, rates or costs relating to water, sewerage and environmental services.
Utilities	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
Month / Monthly	Means a calendar month.
Inventory and or Schedule of Condition	This refers to any document prepared by the Landlord, provided to the Tenant, detailing the Landlord's fixtures, fittings, furnishings, equipment and the décor and condition of the Property in general. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage, or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the tenancy. Any significant mistakes, incorrect descriptions or other amendments should be notified to the Landlord within five days after receipt of the inventory. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

WARFIELD HOMES LIMITED

Agreement for letting a house furnished / unfurnished on an ASSURED SHORTHOLD TENANCY under Part 1 of the Housing Act 1988

AN AGREEMENT made on [redacted]

BETWEEN WARFIELD HOMES LIMITED

of MACLAREN HOUSE, WARFIELD PARK, BRACKNELL, BERKSHIRE, RG42 3RG

“The Landlord” of the one part and [redacted]

of .. Harvest Lea, Warfield Park, Bracknell RG42 3SW

“The Tenant” of the other part.

The above Tenants first agreement started on [redacted]

WHEREBY IT IS AGREED as follows:-

The Landlord agrees to let and the Tenant agrees to take the premises described in Part 1 of the first schedule hereto (hereafter called the premises) together with the furniture and household effects now in the Premises and described in the second schedule hereto (hereinafter called the Furniture) FOR THE TERM of

SIX MONTHS from the First day of XXXXX 2015 (“the Fixed Term”), thereafter the tenancy will continue on periodic monthly basis until ended by either party in accordance with the termination provisions below.

MONTHLY RENT of £XXX.00 payable without any deduction and in advance by equal instalments of £XXX.00 each month during the tenancy hereby created, the first of such payments to be made on the (“the Rent Due Date”).

DEPOSIT (one and a half times monthly rent) of £xxx.xx is payable before commencement of this agreement, and secured by MyDeposits

Initials

Date:.....

1. TENANTS OBLIGATIONS

Please note this section sets out the duties of a tenant. It is important for the Tenant to understand what he agrees to do or not to do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The TENANT agrees to the following:

As joint and several Tenants, to be responsible and liable for all obligations under this agreement.

These obligations take effect from July 2015 and our existing Tenants before this date (but not their successors) shall continue to enjoy the benefit from the pre-commencement park rules.

- 1.0** You agree to comply with the park rules as applicable. A copy of the current park rules is attached to this Agreement.

Rent & Charges

- 1.1** To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenants. Interest shall be payable on unpaid rent from the date on which the Rent was due until the date on which the rent is actually paid. The interest rate will be 5% above the Bank of England Base Rate.
- 1.2** To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any direct debit or standing order is withdrawn Warfield Homes Limited administration charge would be £40.00.
- 1.3** To be liable at any time to reimburse the Landlord any sums which the Landlord is required to repay to the local authority in respect of Housing Benefit which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the Tenant.
- 1.4** For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.
- 1.5** Not to offset the rent against the Deposit referred to herein.
- 1.6** Rent will be reviewed annually.

Utilities and Liabilities

1.7 On the signing of this agreement to have transferred to the Tenants name and to pay directly to the supplier all charges due during the tenancy for the following:-

- I. Water rates, sewage disposal, gas, fuel, oil and electricity supplied to the Property.
- II. Telephone charges and all rent in respect of the telephone during the tenancy and linked telephone line.
- III. the Council Tax which is the responsibility of the occupant or any other charge levied on the Property replacing the Council Tax and FURTHER to pay the same and to indemnify the Landlord from and against all liability in respect thereof including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his sole or main residence.

FURTHERMORE the Tenant consents to the Landlord advising the council and service suppliers of the Tenant's responsibilities and for the council and service suppliers to advise the Landlord of any details relating to the accounts at the termination of the tenancy.

1.8 Where the Tenant allows the utility or other services to be cut off, by default of payment or by specific instruction, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

1.9 To inform the Landlord of any change of telephone number within 7 days of the tenant being given the new number.

Fixtures & Fittings and Use of the Property, in a Tenant-like manner

1.10 To notify the Landlord as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property which might be, or might reasonably be expected to become a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.

1.11 To ensure working batteries are always installed in battery operated detectors. To test, at regular intervals, any battery operated smoke alarms or carbon monoxide detectors fitted in the Property and to replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord.

1.12 To keep the interior of the Property and all Fixtures and Fittings in the same state of repair, order, preservation, condition and cleanliness as at the commencement of the tenancy (fair wear and tear and damage by accidental fire and the Insured Risks excepted) and to take reasonable and proper care in the use of the Property, its fixtures and fittings and not to deliberately damage or alter the Property, its décor, fixtures and fittings either internally or externally. Where the Tenant, his invited guests or visitors, are responsible by any action for cracked or broken windows or door glass on the Property, to promptly repair or replace such glass to the required specification and be liable for the costs involved.

- 1.13** To take care to replace or have replaced as appropriate, light bulbs, fluorescent tubes, fuses, etc., and when necessary during the tenancy and to ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the tenancy.
- 1.14** If the Tenant brings into the Property any gas or electrical appliance(s), he must ensure they are safe to use. Any gas or electrical appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Property, must not be used and must be removed from the Property immediately by a suitably qualified Gas Safe engineer or NICEIC or NAPIT qualified electrician.
- 1.15** Not to remove from the Property any of the Landlord's Fixtures or Fittings or to store them in the loft, garage or outbuildings (if any) without obtaining the prior consent of the Landlord. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).* Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy to return them, within reason, to the same places from which they were removed. Should any part of the Contents be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.
- 1.16** Not to alter the appearance, decoration or structure of the Property or its Fixtures or Fittings either internally or externally without first obtaining the prior consent of the Landlord. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).*
- 1.17** Not to fix or hang any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made picture hooks appropriate for the purpose and to make good at the end of the tenancy, or be liable for the fair costs of making good any unreasonable damage, marks or holes caused by such fixings or their removal.
- 1.18** Not to damage the pipes, wire conduits, fittings and apparatus within or exclusively serving the Property.
- 1.19** To be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipe within the Property which serve such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant (or his invited visitors or guests).
- 1.20** To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property, its Fixtures and Fittings.
- 1.21** To take care not to put, or allow to be put, any damaging oil, grease, cooking oil, sanitary towels, nappies, baby wipes, etc. or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Property or on the driveways.

- 1.22** To take reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Property, its Fixtures or Fittings.
- 1.23** To permit the Landlord, or authorised workmen, from time to time upon a minimum of 48 hours prior written notification (except in the case of an emergency and meter reading), to enter the Property during working hours, or at other reasonable times including at weekends, to inspect the Property, its Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.
- 1.24** To be held liable for the fair net costs involved in carrying out repair and maintenance to the Property or its Fixtures or Fittings or furnishings where such action is required as a result of negligence, or significant breach of this agreement, or misuse, by the Tenant or his invited guests or visitors.
- 1.25** Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use any occupation of the Property set out under this agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks of being asked in writing to do so by the Landlord, or within any alternative time scale agreed with the Landlord, or earlier if urgency requires it. After that time, the Landlord may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.
- 1.26** During the tenancy, to take reasonable precautions expected of a householder to keep the Property, except the garden, free of infestation by insects, vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenants, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.
- 1.27** As quickly as is practicable after receipt, to send to the Landlord any formal or legal notice, orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent premises.
- 1.28** Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the prior consent of the Landlord. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).* Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord, at the Tenant's expense, with two sets of keys.
- 1.29** To pay, or be liable to pay, all reasonable net costs and expenses incurred by the Landlord in successfully enforcing or remedying a notable breach of, or significant failure to comply with the obligations of the Tenant under this agreement.
- 1.30** To keep the garden in a neat and tidy condition at all times. If Tenant does not comply with this rule the Landlord has the right to arrange for the gardens to be maintained privately and the Tenant will be charged.

Initials

Date:.....

- 1.31** For reasons of ventilation and safety you must not store any items underneath the Park Home,

Vehicles

- 1.32** Permission should be requested to park commercial vehicles of any sort in Harvest Lea only. When such permission is granted, the vehicle should be:
- i. Accommodated on the hard standing of the pitch, and
 - ii. Not be obtrusive or disturb fellow renters enjoyment of the park.
- 1.33** The Landlord reserves the right to withdraw, for reasonable grounds, and upon reasonable notice, any consent previously given, for storing any boat, caravan or commercial vehicle.

Other

- 1.34** Not to sub-let, take in lodgers or paying guests without the prior consent of the Landlord. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).* The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
- 1.35** Not to assign the tenancy of the Property or any part of it without the Landlord's prior consent, which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).* The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.
- 1.36** Not to place or fix any aerial, satellite dish, notice, advertisement or board onto the Property (either externally or internally) without first obtaining the prior consent of the Landlord. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtain confirmation in writing of any such consent granted).* Where granted the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good any resultant damage or redecoration if so required by the Landlord. The Landlord reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.
- 1.37** Not to keep on, or bring into the Property, any inflammable or other material (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its occupants or of the neighbours.
- 1.38** In order to comply with the requirements of the Party Walls, etc., Act 1996 (but only upon appropriate formal notice), to permit the owner of a neighbouring premises or their authorised workmen or their professional advisors, access to the Landlord's Property in order to carry out any work required to the Property or the neighbouring premises.

Behaviour

- 1.39**
- I. Not to use the Property, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute
 - II. Not to do anything at the Property which is a nuisance, annoyance or may reasonably be considered anti-social behaviour, including making any unreasonable noise.

We will not tolerate any abuse, verbal, physical or mental either towards our team members, residents, contractors or visitors to our Park. In the event of any abuse it will be reported to the police and where necessary legal action will be taken

Insurance and Security

- 1.40** Not to deliberately do anything and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Property or its Contents and not to do anything by which any policy of insurance effected by the Landlord on the Property or the Contents therein may become void or voidable.
- 1.41** To reimburse the Landlord for any excess sum, up to a maximum of £200, payable under the Landlord's insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited visitors or guests, in breach of this agreement.
- 1.42** In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Property or its Contents, to promptly inform the authorities as appropriate and the Landlord as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.
- 1.43** Before leaving the Property empty or unoccupied for any continuous period in excess of 21 days, to notify the Landlord in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its Contents whilst being left empty or unoccupied.
- 1.44** To be responsible for insuring any items introduced into the Property by the Tenant during the period of the tenancy.

2.0

LANDLORD'S OBLIGATIONS

THE LANDLORD AGREES with the Tenant as follows:-

- 2.1 The Tenant shall peacefully hold and enjoy the premises during the tenancy without any interruption by the Landlord or any person lawfully claiming under or in trust for him.
- 2.2 To keep in repair the structure and exterior of the premises (including the drains, gutters and external pipes.)
- 2.3 To keep in proper repair and working order the following installations in the premises and to replace these when necessary:
 - a. The supply of water, gas and electricity and for the sanitation (including basins, sinks, baths and sanitary conveniences but not except as aforesaid, fixtures, fittings, (only if they are supplied with the Property when this agreement starts) and appliances for making use of the supply of water, gas and electricity.
 - b. For space heating or hot water.

PROVIDED ALWAYS that if any rent is in arrears for twenty-one days after it has become due (whether formally demanded or not) or if the Tenant fails to observe any of the stipulations contained in paragraph 1.1 of this Agreement the Landlord may at any time terminate the tenancy. In that event, the Landlord will serve notice on the Tenant in accordance with the requirements of the Housing Act 1988, and will not take possession of the premises other than through obtaining a possession order from the court.

2.4 Protection of Deposit

The deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

My Deposits
3rd Floor
Kingmaker House
Station Road
New Barnet
Hertfordshire
EN5 1NZ

The deposit shall be held in accordance with the rules of the scheme, details of which will be supplied to you if not already provided, in the form of the statutory prescribed information within 14 days of receipt of the deposit.

3.0

BREACH OF TENANCY

- 3.1** Where, during the six months of the tenancy, the Tenant is in breach of this Tenancy Agreement or one or more of the grounds listed below as set out in schedule 2 of the Housing Act 1988 apply, the Landlord reserves the right to bring the Tenancy to an end by recovering possession through the courts after serving upon you a notice to determine the Tenancy.

The grounds are:-

a. Ground 7 - Inherited Tenancy

The former tenant, who must have had a contractual periodic tenancy or statutory periodic tenancy, has died in the 12 months before possession proceedings started and there is no one living there who has a right to succeed to the tenancy.

b. Ground 7A – Anti Social Behaviour

Where the tenant, a member of their household or a visitor has been convicted of a serious crime, breached an Injunction Preventing Nuisance and Annoyance or breached a Noise Abatement Noise/Order

c. Ground 8 - Substantial Arrears

The tenant owed at least 2 months' rent if the tenancy is on a monthly basis or 8 weeks' rent if it is on a weekly basis, both when you gave notice seeking possession and at the date of the court hearing.

d. Ground 9 –Suitable Alternative Accommodation

Suitable alternative accommodation is available for the tenant, or will be when the court order takes effect. The tenant's removal expenses will have to be paid.

e. Ground 10 –Some Rent Due

The tenant was behind with his or her rent both when you served notice seeking possession and when you began court proceedings.

f. Ground 11 – Persistent Delay in Paying Rent

Even if the tenant was not behind with his or her rent when you started possession proceedings, he or she has been persistently late in paying the rent.

g. Ground 12 - Breach of Tenancy

The tenant has broken one or more of the terms of the tenancy agreement, except the obligation to pay rent.

h. Ground 13 - Deterioration of the Premises or Common Parts

The condition of the property has got worse because of the behaviour of the tenant or any other person living there.

i. Ground 14 - Nuisance, Annoyance, Immoral or Illegal Use

The tenant, or someone living in or visiting the property:- has caused, or is likely to cause, a nuisance or annoyance to someone living in or visiting the locality;

or

has been convicted of using the property, or allowing it to be used, for immoral or illegal purposes, or an arrestable offence committed in the property or in the locality.

and any additional grounds set out in the Housing Act 1988, Schedule 2 as amended by future legislation.

j. Ground 15 - Deterioration in Condition of the Furniture

The condition of the furniture in the property has got worse because it has been ill treated by the tenant or any other person living there.

4.0 TERMINATION OF AGREEMENT

4.1 After the first six months of the tenancy (the Fixed Term), without limiting the other rights or remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by serving a Notice under Section 21 of the Housing Act 1988 (Section 21 gives the Landlord a right to end an assured shorthold tenancy without specific reason, although only after any fixed term has ended, or in operation of a break clause.)

4.2 If you intend to vacate at the end of the Fixed Term, or at any later date, you agree to give the Landlord at least two months prior Notice in writing. If Notice is given during the Fixed Term the Notice must expire on the day the Fixed Term ends. If Notice is given whilst the tenancy is periodic, the written Notice must expire the day before the Rent Due Date.

4.3 FOR THE purposes of Section 48 of the Landlord and Tenant Act 1987 the address of the Landlord at which notices (including notices in proceeding) may be served upon him by the Tenant is:

**WARFIELD HOMES LIMITED
MACLAREN HOUSE, WARFIELD PARK, BRACKNELL, BERKSHIRE,
RG42 3RG.**

4.4 Where a covenant is made with persons jointly, it is enforceable against each and all of them (this means, for example, in relation to the rent all the joint Tenants can be pursued for any rent arrears, or the Landlord can claim the whole amount from an individual Tenant).

4.5 The tenant will allow the Landlord at all reasonable times between 9am - 5pm Monday to Friday, during the period of the Tenancy, on giving at least 48 hours' notice in writing to enter the property for the purpose of showing the property to prospective tenants or purchasers.

5.0 END OF TENANCY

5.1 During the last two months of the tenancy, upon a minimum of 48 hours prior notification, to permit the Property to be viewed between 9am - 5pm Monday to Friday during working hours and / or at other reasonable times, usually understood to be 9am to 5pm Monday to Friday, by prospective tenants or purchasers who are authorised to do so by the Landlord. Except where mutually agreed otherwise with the Tenant, the Landlord will accompany these viewing appointments.

- 5.2 To return all keys to the Property as listed on the inventory and check in report as well as any new or additional or duplicate keys cut during the tenancy to the Landlord promptly on the last day of the tenancy and to pay the cost of replacing any lock where such keys are missing.
- 5.3 **The landlord (Warfield Park) will arrange a professional clean of the property, once vacated of the fixtures and fittings, including the cleaning of carpets, curtains, oven etc, which have become soiled, stained or marked during the tenancy. The tenant will be charged accordingly and a copy of the invoice will be forwarded to you at your new address. The cost of this service will depend on the amount of cleaning required. This amount will be deducted from your deposit.**
- 5.4 To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.
- 5.5 If the Tenant shall not keep an appointment made by the Landlord to check the Inventory and in the case of the checkout should the Tenant fail to keep the appointment previously agreed or refuses to attend the Property at the time of the checkout, any assessment made by the Landlord of the fair and reasonable compensation or other sums payable by the Tenant shall be final and binding on the Tenant.
- 5.6 To remove all the Tenant's belongings, property, personal effects, foodstuffs or furnishings and equipment from the Property on or before the last day of the tenancy.
- 5.7 Any of the Tenant's belongs, property, or personal effects, furnishings and equipment left behind at the Property will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days or 24 Hours for perishable food stuff, written notice sent, addressed to the Tenant, to the single address required to be provided by the Tenant in the absence of such an address, to the address of the Property, the Tenant has not removed or retrieved them. After this time the Landlord, may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the costs of arranging such removal storage or disposal and such costs may be deducted from the Deposit and any surplus costs after such deduction will remain the liability of the Tenant.
- 5.8 Where such items belonging to the Tenant are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit or unreasonably inconvenience the Landlord or other persons immediate ability to comfortably occupy or make use of, or re-let, or any part of the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed by the Tenant.
- 5.9 To provide promptly as soon as is practicable just before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord; for ease of administration and communication between the parties, including the processes involved in the return of the deposit.

The TENANT acknowledges that:-

- a) Immediately before entering into this agreement the Tenant was not himself or jointly with any other person a protected or statutory tenant of the Property.

Initials

Date:.....

- b) The Tenant or at least one of the joint Tenants will occupy the Property as his only or principal home.
- c) The Tenant has been provided with a copy of the Inventory and agrees to the contents of that. Any concerns about the Inventory should be raised with the Landlord within 1 week of the commencement of the Tenancy.

Signed by the parties to the agreement.

Tenant/s: _____

Dated: _____

WITNESS to the signature of the said tenant.

Witness: _____

Address: _____

Dated: _____

Signed by the parties to the agreement.

Warfield Homes Limited: _____

Dated: _____

WITNESS to the signature of the said Warfield Homes Ltd:

Witness: _____

Address: _____

Dated: _____

FIRST SCHEDULE

PART 1

DESCRIPTION OF THE PREMISES

(Full description of the premises to be let)

SECOND SCHEDULE

FURNITURE AND HOUSEHOLD EFFECTS LET WITH PREMISES

See Inventory

THIRD SCHEDULE

PERSONS WHO MAY LIVE AT THE PROPERTY

OPENING METER READINGS

DATE	xxx
ELECTRIC	xxx
GAS	xxx
WATER	xxx

WARFIELD PARK HOMES PARK RULES 2015 – Effective from 20th March 2015

These park rules are for the benefit of the whole of Warfield Park and form part of your obligations under the tenancy agreement and should be read in conjunction with the conditions detailed above. There are a certain number of rules that have been intentionally left blank which do not apply to rental tenants.

Identification of Pitch

1. Not applicable to rental tenants and intentionally left blank.

Condition of the Pitch

2. For reasons of ventilation and safety you must keep the underneath of your home clear and not use it as storage space.
3. You must not erect fences or other means of enclosure.
4. Not applicable to rental tenants and intentionally left blank.
5. Not applicable to rental tenants and intentionally left blank.
6. Not applicable to rental tenants and intentionally left blank.
7. You must ensure that washing lines are reasonably screened from public view.
8. You must not have any unenclosed external fires, fireworks, or Chinese lanterns, except barbecues or chimineas.
9. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.
10. You must not keep any explosive substances without an appropriate licence on the park.
11. You must not plant any trees or shrubs on the pitch which may grow to a height of more than 3.3 metres when fully grown.

Rules 8, 9, & 11 do not apply to the Park Owner, their family, or members of staff in the course of their work.

Storage

12. You are not permitted to have more than three garden buildings of a maximum size of 3 metres x 2.4 metres (10ft x 8ft), subject to our approval in writing (which will not be unreasonably withheld or delayed). Garden buildings means sheds, summer houses, greenhouses, and garden storage containers.
13. You are not permitted to have more than one garage on your pitch, subject to our approval in writing (which will not be unreasonably withheld or delayed).
14. You are not permitted any tree houses.
15. You are not permitted to have more than two composting bins 1 square metre in size which should be non-inflammable on your pitch.
16. You are not permitted to store more than 1300 litres of heating oil, such storage must be in an approved polypropylene double skinned oil tank and comply with any relevant Code of Practice.
17. You are not permitted to store more than the following gas cylinders 2 x 19kg if used for cooking purposes or 4 x 47kg if used for cooking and central heating on your pitch. All cylinders should be stored in accordance with the appropriate regulations.

18. You must not have any additional storage receptacles on the pitch other than the items mentioned in *Rules 12, 13, 14, 15, 16 and 17*.
19. You must ensure that any shed or other structure erected in the separation distance between park homes is of non-combustible construction and positioned to comply with the parks site licence conditions and fire safety requirements. The separation distance is the space between your park home and any neighbours home or building.

Rules 12, 13 and 17 do not apply to the park owner, their family or members of staff in the course of their work.

Note: it may be necessary to obtain planning permission for such additions and you are advised to check with the local planning authority and for the avoidance of doubt garages, summer houses, sheds and greenhouses shall not be used for any sleeping or living accommodation on the Park.

Refuse

20. You are responsible for the disposal of all household, recyclable and garden waste in approved containers through the local authority service.
21. You must place the approved containers in local authority approved positions for the local authority collections; this may be done the night before. Once emptied, it must be returned to within your pitch and stored in an unobtrusive position.
22. You must not overfill containers and bins should be kept with the lid closed at all times.
23. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park, adjacent woodlands or fields (including any individual pitch).
24. You must not store or deposit an excess of waste or rubbish on your pitch
25. You must not discharge motor oils and or other fuels into drains or onto any road or car parks.

Rule 23 does not apply to the park owner, their family or members of staff in the course of their work.

Business Activities

26. You must not use the pitch or the park (or any part of the park) for any business purpose, and you must not use the park home or the pitch for the storage of stock, plant, machinery or equipment which has been used for any business purpose.
27. You are at liberty to work individually from home by carrying out any work of a type which does not create a nuisance or is obtrusive to other occupiers and does not involve other staff, other workers, customers or members of the public calling at the park home or the park.

Rules 26 & 27 do not apply to the park owner their family or members of staff in the course of their work.

Noise Nuisance

28. You must not use musical instruments, all forms of recorded music players, radios and other similar appliances and motor vehicles so as to cause nuisance to other occupiers, especially between the hours of 10.30pm – 6.00am weekdays and 11.00pm and 8.00am Saturday and Sunday.

Pets

You must not keep any pets or animals except the following:

- 29. You must not keep any more than 3 domestic pets at the park home or on the pitch. All pets must be suitably housed so as not to constitute a nuisance or annoyance to other home owners. (Breeds subject to the Dangerous Dogs Act 1991 are not permitted at all). You must keep any pets under proper control and must not permit them to frighten other users of the park.
- 30. You must keep any dog on a leash not exceeding 1.5 metres in length and must not allow it to despoil the park.
- 31. All dog faeces must be picked up, bagged and disposed of using approved methods.
- 32. You are responsible for the behaviour and control of your pets and any pet brought onto the park by your visitors.
- 33. Nothing in Rule 29 of these Park Rules prevents you from keeping an assistance dog, or animal, if this is required to support your disability and Assistance Dogs UK or any successor body has issued you with an identification book or other appropriate evidence.

Electrical

- 34. You are responsible for all electrical connections from the out-going terminals of the meter. This includes all circuits connected to the consumer unit that may serve external installations within the plot, i.e. shed, pond, etc.
- 35. You must not tamper, interfere with or alter any of the electrical installation on the distribution side of the meter. "Distribution side" means the connection from the Park Meter (i.e. the meters measuring the use across the Park as a whole) up to and including the Occupier's meter serving the Occupier's home.

Water

- 36. Water is for domestic use and no stand pipes, permanent or remotely timed watering hoses or sprinklers are permitted if you are on an un-metered supply.
- 37. You must not use, interfere or obstruct fire hydrant points.
- 38. Subject to Rule 38A, you are responsible for water pipes from the out-going side of the meter or stopcock to your home. External water pipes should be protected from frost damage.
- 38A Not applicable to rental tenants and intentionally left blank.
- 39. You are not permitted to have any swimming pools, Jacuzzis or hot tubs on your pitch.
- 40. You must not tamper, interfere with, or alter any of the water installation on the distribution side of the meter or stopcock or (in the case of those occupiers with the benefit of 38A) in respect of the installation for which you are not responsible.
"Distribution side" means the connection or pipes from the Park Meter (i.e. the meters measuring the use across the Park as a whole) up to and including the Occupier's meter or stopcock serving the Occupier's home or (in the case of those occupiers with the benefit of 38A) in respect of the installation for which you are not responsible.

Foul Drainage

- 41. Not applicable to our rental tenants and intentionally left blank.
- 42. You should not dispose of any fat, cooking oil, sanitary towels, nappies, baby wipes, etc. into the foul drainage system.
- 43. You must not tamper, interfere with, or alter any of the foul drainage system from ground level downwards.

Gas

44. You must not tamper, interfere with, or alter any of the gas installation on the distribution side of the meter.

Television Aerials & Satellite Dishes

45. You should not affix any television aerials or satellite dishes to any trees, oil tanks, electricity, telephone or other service poles.

46. No satellite dish shall measure more than 600 mm diameter.

47. You are not permitted to erect any CB or other short wave aerials or masts on your pitch or other part of the park.

Vehicles and Parking

48. You must drive all vehicles on the park carefully and not exceed the displayed speed limit of 15mph.

49. You must hold a current driving licence and be insured to drive your or any vehicle under your control on the park. You must also ensure that any vehicle you drive on the park is taxed and has a valid MOT in accordance with the requirements of law and is in a roadworthy condition.

50. No major repairs involving the dismantling of part(s) of the engine, gearbox, axle, or other major parts of the car shall be carried out on the Park unless all such work takes place within a garage.

51. Motor oils and other fuels must not be discharged into drains or onto any road, car park or other land within the Park.

52. You must not park more than the number of vehicles that can be accommodated on the individual driveway of the pitch and identified on an existing individual pitch plan.

53. You or your visitors must not park on the roads, grass verges or in defined passing bays.

54. You or your visitors must not park anywhere except in permitted parking spaces.

55. You must not park any touring caravan or motor home on a pitch unless it is identified on an existing individual pitch plan. This is the plan under the Mobile Homes Act 1983 (as amended). You are reminded that it would be breach of the Park Owner's site licence if any caravan or motorhome were occupied overnight whilst sited on the Park or Pitch. Your Agreement with the Park Owner requires that you comply with the terms of the Park Owner's Site Licence.

56. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort on the park, including:

- light commercial vehicles or light goods vehicles as described in the vehicle taxation legislation, and
- vehicles intended for domestic use but derived from or adapted from such commercial vehicle.

57. Disused or un-roadworthy vehicles must not be kept anywhere on the pitch or park. We reserve the right to remove any vehicle which is apparently abandoned, after having placed a 7 day notice on the windscreen of the vehicle.

Rule 52 & 56 do not apply to the park owner, their family or members of staff in the course of their work.

Note: For the avoidance of doubt, touring caravans and motorhomes shall not be used for any sleeping or living accommodation on the park.

Initials

Date:.....

Weapons & Flying apparatus

- 58. You may only keep guns, firearms and offensive weapons, including crossbows, on the pitch or in your home if you hold the appropriate licence and keep them securely stored in accordance with that licence.
- 59. You must not use or display guns, firearms and offensive weapons (including crossbows) on the park.
- 60. You must not fly any remote control model aircraft or drones on the park.

Rules 59 & 60 do not apply to the park owner, their family or members of staff in the course of their work.

External Decoration

- 61. Not applicable to our rental tenants and intentionally left blank.

Behaviour

- 62. You are responsible for the conduct of children and your visitors.
- 63. We will not tolerate any abuse, verbal, physical or mental either towards our team members, residents, contractors or visitors to our Park. In the event of any abuse will be reported to the police and where necessary legal action will be taken.