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**Agreement
for letting a dwelling house**

Date:

This agreement is made when all the parties have signed it and is dated on the date that the agreement is signed by or on behalf of the Landlord as detailed in the execution clause below

Parties:

The Landlord:

Landlord (1): Mr Spencer Irvine

Landlord (1) address: 37 Rye Street, Eastbourne, East Sussex, BN22 7PN, United Kingdom

Landlord (1) email address: spencoid222@gmail.com

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property.

The Tenant:

Northwood (Eastbourne) Ltd trading as Northwood a company registered under number 06456300 whose registered office is at The Phoenix Yard, 5-9 Upper Brown Street, Leicester, LE1 5TE
eastbourne@northwooduk.com

(Hereinafter called the "Tenant")

The **Tenant's** address for correspondence and service of notices is 81-83 South Street, Eastbourne, BN21 4LR.

Property:

The dwelling situated at: 48C Ashford Road, Eastbourne, BN21 3TB including any parts or all of the premises that the Tenant is entitled to use within this Agreement.

Together with the fixtures, fittings, furniture and effects therein ("the Fixtures Furniture and Effects") as specified in the inventory signed by the Landlord. If the inventory is not signed by the Landlord within 7 days of the Landlord receiving it, it will be deemed agreed between the parties.

Term:

A term of three years from and including 12 September 2022 (the **Fixed Element**) and then continuing as a monthly periodic (the **Periodic Element**), subject to clause 19 and clause 21, and until terminated in accordance with this Agreement.

Rent:

- (a) £320 Guaranteed Rent for the first month of the Term; and
- (b) £640 Guaranteed Rent per month for months 2-12 (inclusive) of the Term; and
- (c) £320 Guaranteed Rent for the 13th month of the Term; and
- (d) £640 Guaranteed Rent per month for months 14-24 (inclusive) of the Term; and
- (e) £320 Guaranteed Rent for the 25th month of the Term; and
- (f) £640 Guaranteed Rent per month for months 26-36 (inclusive) of the Term.

Payable:

By one initial payment of £320 on the 21 October 2022 followed by 11 monthly payments of £640 on the same day each month, further followed by one payment of £320 and 11 monthly payments of £640 on the same day each month and then one payment of £320 and 11 monthly payments of £640 on the same day each month

Mortgage Lender:

Any bank/building society which currently holds a mortgage on the Property.

Type of Tenancy:

This Agreement falls outside of the scope of the Housing Act 1988 (as amended) as it will not be the only or principal home of the Tenant.

Definitions

References to **Agreement** refer to this tenancy.

"Water Charges" includes references to sewage and environmental service charges.

"Fixtures Furniture and Effects" includes the Landlord's fixtures, fittings, furniture and effects in the Premises including the floor ceiling and wall covering and all items specified in the inventory and schedule of condition.

"Sub-Tenant" is any person allowed to live in the Property by the Tenant.

"Unforeseen Event" means the COVID-19 pandemic (or its consequences) or other similar pandemic or other similar supervening event including, but not limited to, legislative changes and/or government imposed restrictions made in consequence of COVID-19 or other similar pandemic, war or national emergency or other similar supervening event.

"Working Day" means any day, excluding Saturdays, Sundays and public holidays, during which the clearing banks in England and Wales are open for business.

The Landlord lets and the Tenant takes the Property for the Term at the Rent payable as above subject to the following terms and conditions.

THE TENANT AGREES WITH THE LANDLORD as follows-

Any obligation imposed on the Tenant under this Agreement shall also require that the Tenant makes their reasonable endeavours to ensure that any other person – being a Sub-Tenant, their guests or visitors – also comply with that obligation (where appropriate).

1 Rent

- 1.1 To pay the Rent at all times and in the manner specified in this Agreement. Should this Agreement continue beyond the Fixed Element then payment will continue in the same payment pattern in the "Payable" section of this Agreement of one half month's rent and 11 full rent months.
- 1.2 Unless otherwise agreed in writing between the Landlord and the Tenant, the Rent will only be paid to a bank account held with a bank based in the UK.
- 1.3 Rent will only be paid to the person(s) named in this Agreement as Landlord, unless the Landlord specifically instructs the Tenant otherwise in writing. Provided always that this sub-clause shall not apply if the Mortgage Lender repossesses the Property or appoints a receiver pursuant to its mortgage.
- 1.4 Save where the Tenant is permitted within this Agreement to withhold Rent, if any part of the Rent is in arrears for fourteen days from the agreed payment date as defined in this Agreement, the Landlord may terminate the Tenancy created by this Agreement subject to notifying the Tenant and giving it seven days to pay any overdue Rent, subject further to any statutory limitations, but this is without prejudice to any other rights and remedies of the Landlord and without prejudice to the rights of any Sub-Tenant.
- 1.5 In the event of the Tenant being in breach of clause 1.1 of this Agreement, and the Landlord exercising their rights under 1.4, the Landlord will become the direct landlord of the Sub-Tenant and can collect rent from the Sub-Tenant due under the subtenancy as of the date of ending of this Agreement.

2 Utilities

- 2.1 To ensure that the gas, electric, water and sewerage accounts, which shall be consumed or supplied on or to the Property during the Term, shall be transferred into the name of the Sub-Tenant therefore becoming the Sub-Tenant's responsibility. Any telephone connections and accounts will be the sole responsibility of the Sub-Tenant.

3 Condition of Premises, Repair and Cleaning

- 3.1 Not to permit the Sub-Tenant to make any structural alterations to the Property without written consent of the Landlord.
- 3.2 To use reasonable endeavours to ensure that the Sub-Tenant preserves the Fixtures Furniture and Effects, as detailed in the inventory, and does not remove any item from the Property unless that item does not conform to current safety requirements.
- 3.3 To use reasonable endeavours to ensure that the Sub-Tenant keeps the garden at the Property, if any, in a seasonable condition and mows the lawn regularly throughout the growing season and keeps any borders free of weeds and does not chop down, harm or injure any trees or established shrubs at the Property.

- 3.4 To yield up the Property to the Landlord when the Sub-Tenant vacates or at the end of the Term, as defined in clause 3.5, in a reasonably clean state and to repair or replace or compensate all such items of the Fixtures, Furniture and Effects to the extent as defined in clause 3.6 of this Agreement as shall be damaged or destroyed during the Term of this Agreement, unless damaged or destroyed by fire or flood or any other circumstance which would be covered by the Landlord's insurance.
- 3.5 The Term will end either at the end date of this Agreement or the end of the Sub-Tenant's contract (whichever is the later) or on determination of this Agreement under clause 1.4 or clause 19 or clause 21. All payments to the Landlord will cease at this time, unless an undue delay in handing the Property back is caused by the Tenant.
- 3.6 The Tenant shall pay to the Landlord a sum equivalent of up to one and a half months' Rent to the Landlord in respect of any breach of clauses 3.1, 3.2, 3.3 and 3.4. Compensation will be calculated based on the expected product life of an item, and in accordance with the current version of the Northwood Fair Wear and Tear Guide. Provided always that this sub-clause shall not apply if the Mortgage Lender repossesses the Property or appoints a Receiver pursuant to its mortgage.
- 3.7 Following the hand back meeting at the end of the Term, any noted damage not related to fair wear and tear must be reported to the Tenant within 7 days following the return of the Property to the Landlord. No liability will be accepted after this period.

4 Access and Inspection

- 4.1 To permit the Landlord during reasonable hours in the daytime on notice of not less than 96 hours to enter the Property to view the state and condition thereof, subject to access being granted by the Sub-Tenant.

5 Use

- 5.1 Not carry on any trade or profession at the Property nor to receive any paying guests nor to use the Property for any other purpose than that of a private residence.

6 Sub-Letting

- 6.1 The Tenant shall not assign, sublet or part with or share possession of the whole or any part of the Property save that the Tenant shall be permitted to sub-let the whole of the Property on an assured or contractual (outside of the Housing Act 1988 provisions) tenancy, or any such tenancy as required by legislation.

7 Nuisance

- 7.1 To use reasonable endeavours to procure that nothing shall be done on or at the Property, which may be or become a nuisance or annoyance to the Landlord or the occupiers of any premises adjoining the Property.

8 Notice

- 8.1 To give the Landlord at least one month's notice in writing when the Tenant wishes to end this Agreement provided always that such notice shall not expire earlier than the Fixed Element of the Term, and subject to notice permitted by clause 19.1, as defined in this Agreement. If this Agreement continues by mutual consent beyond the initial Fixed Element, then the Tenant must give the Landlord at least one months' notice in writing to end this Agreement at any time thereafter.

8.2 Upon the Landlord invoking clause 15.1 of this Agreement the Tenant will serve notice as soon as reasonably practicable upon any Sub-Tenant.

9 Legal Action

Should the Sub-Tenant fail to comply with a notice served on him and not vacate the Property, the Tenant will at its own expense commence and pursue proceedings for possession of the Property against the Sub-Tenant.

THE LANDLORD AGREES WITH THE TENANT as follows:

10 Quiet Enjoyment

10.1 The Landlord agrees that, as long as the Tenant is paying the Rent and performing the obligations on the part of the Tenant, the Sub-Tenant may quietly possess and enjoy the Property during the Term without any unlawful interruption from the Landlord.

10.2 The Landlord is not aware of any building work, repairs, maintenance or construction to the Property or the building of which it forms part of or any adjoining buildings.

11 Legal Consents

11.1 The Landlord confirms that he is the sole owner of the leasehold or freehold interest in the Property and that he has obtained all the necessary consents required to enable him to rent the Property e.g. Mortgage Lender, superior landlord etc., to ensure there are no restrictions whatsoever which would affect the Tenant's enjoyment or planned use of the Property. The Landlord will reimburse the Tenant for any costs arising from a breach of this clause.

11.2 The Landlord will provide all legal certificates or other documentation required under this Agreement to the Tenant on commencement of this Agreement and otherwise as they fall due. If the Tenant commissions a legal certificate or documentation on behalf of the Landlord, then the Landlord agrees to reimburse the Tenant for the full cost of this.

11.3 The Landlord undertakes to pay any sum of tax due in respect of the Rent received from the Tenant and to reimburse the Tenant against any tax assessment or request for payment in respect of the Property. All affairs related to personal taxation in connection with the Landlord and the Property shall be the sole responsibility of the Landlord, however, if the Landlord has moved abroad then the Tenant will deduct tax at the current rate from the Rent due to the Landlord and pay it to HM Revenue and Customs directly unless the Landlord has a current approval for the payment of gross rents.

11.4 Should the Property be or become subject to any selective, additional or mandatory licensing scheme the Landlord agrees to obtain or allow the Tenant to obtain any relevant licence on their behalf and the Landlord shall be responsible for the costs of this. Should the Landlord fail to obtain any licence or fail to allow the Tenant to obtain any licence on their behalf, the Tenant may proceed to obtain the licence and deduct the cost of obtaining the same from any rent payments due to the Landlord. For the avoidance of doubt any relevant licence or permission for the Tenant to obtain one must be received by the Tenant before a tenancy can be entered into or if the tenancy is in existence, 14 days before the requirement to obtain a licence comes into effect.

11.5 The Landlord confirms that there are no outstanding repair issues that have previously been reported in writing to him or to the local authority, nor are there any types of notices in force requiring the landlord to undertake any specific work to bring the condition of the Property to an acceptable standard.

12 Utilities and Supply of Services

- 12.1 The Landlord agrees to pay any standing and usage charge for utilities that may be due for periods where the Property is vacant during the Term of this Agreement. The Landlord agrees to reimburse the Tenant for any council tax payable in respect of any void period.
- 12.2 The Tenant will register the Sub-Tenant for the payment of council tax during any sub-tenancy.
- 12.3 The Landlord agrees to inform the Tenant immediately upon knowing or being made aware that the Property is subject to any improvement works where the cost is reclaimed through the Sub-Tenants' energy bills.

13 Condition of Property, Repair and Cleaning

- 13.1 To hand the Property over to the Tenant in an acceptable condition as defined in the 'Landlord Property Information Questionnaire'.
- 13.2 The Landlord accepts that a rented property needs a programme of maintenance and upgrading to remain in a lettable condition. Should works be required to bring the Property back to the acceptable standard then the Tenant shall be entitled to suspend payments until such works are completed.
- 13.3 The Landlord will maintain the Property in good repair and good decorative order and keep in full working order the central heating system and all electrical appliances and other equipment provided by the Landlord for the use of the Sub-Tenant.
- 13.4 The Landlord agrees to maintain any trees or established shrubs at the Property when necessary during the Term of the tenancy to include pruning of them if the Tenant so reasonably requests it.
- 13.5 The Landlord undertakes to comply at all times with The Fire and Furnishings (Fire)(Safety) Regulations 1988 (as amended in 1993), The Gas Safety (Installation and Use) Regulations 1998, The Electrical Equipment (Safety) Regulations 1994 and 2016, The Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020 and any subsequent amendments to the above and other relevant safety provisions of a statutory nature or required by a competent authority.
- 13.6 Provided that the Tenant has given at least 14 days' notice to the Landlord that any legal certificate is due to be renewed and should the Landlord fail to provide such legal certificates 7 days prior to that due date, the Landlord accepts that the Tenant will then instruct their own contractor to undertake necessary works to ensure that the Property remains compliant under current legislation and the Landlord agrees to pay for all such works required to ensure that the Property is compliant. For the avoidance of doubt, the Property will be deemed as unfit for human habitation without valid legal certificates being in place.
- 13.7 In the event of a drain becoming blocked and because of the difficulty in determining the cause of the blockage, the Landlord agrees to pay all costs involved in unblocking unless it can be demonstrated by the independent contractor who unblocked the drains that the blockage was caused by the current Sub-Tenant misusing the drains in which case the Tenant will use best endeavours to recover the cost from the current Sub-Tenant.
- 13.8 The Landlord confirms that the water system in the Property has been in regular use to minimise the risk of exposure to legionella and authorises the Tenant to take any necessary steps should a problem be detected and the Landlord shall reimburse the Tenant for the reasonable costs of taking any such steps.

- 13.9 In the event of the Property requiring maintenance work and providing the Tenant has made reasonable endeavours to contact the Landlord, the Tenant may proceed to make arrangements for remedial work to be undertaken and the Landlord agrees to pay for the work including any call out charges made by the provider of the maintenance.
- 13.10 In the event of the Property requiring essential maintenance work and providing the Tenant has made reasonable endeavours to contact the Landlord, should the Landlord not provide authority to deal with any such essential works within 7 days, the Tenant may proceed to make arrangements for essential work to be undertaken and the Landlord agrees to pay for the work including any call out charges made by the provider of the maintenance.
- 13.11 In the event of the Property requiring emergency repairs, the Tenant may proceed to make arrangements for emergency remedial work to be undertaken and the Landlord agrees to pay for the work including any call out charges made by the provider of the emergency works.
- 13.12 The Landlord accepts that if he instructs the Tenant to organise contractors to carry out work on behalf of the Landlord, the Tenant does so purely as a service and the Landlord acknowledges that the Tenant cannot be held responsible for the standard of the workmanship of the contractor as any agreement to undertake the work is a matter between the Landlord and the contractor.
- 13.13 The Landlord undertakes to comply with any written request made by the Tenant regarding any repairs and/or maintenance in relation to any Improvement Notice that has been received from the local authority within 7 days of receiving the same. Failure to comply will enable the Tenant to proceed to make arrangements for works listed by the local authority to be undertaken and the Landlord agrees to pay for all reasonable costs associated with these works including any call out charges made by the contractor.
- 13.14 Sections 11-16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) apply to this Agreement. These require the Landlord to keep in repair and proper working order the structure and exterior of the Property (including drains, gutters, and pipes) and keep in repair and proper working order the installations in the Property for the supply of water, gas, electricity, sanitation, and for space and water heating. The Landlord agrees to fulfil these repairing obligations.
- 13.15 If the Property is in a block managed by a managing agent it is the Landlord's responsibility to liaise with the managing agent on any maintenance or repair issues with the external structure or communal areas within the block.
- 13.16 The Landlord confirms that there are smoke alarms on each floor of the Property that contains living accommodation (including toilets and bathrooms) and confirms that these smoke alarms comply with current legislation, are within the manufacturer's expiry date and Local Authority Minimum Standards. Permission is given for the Tenant to test that the smoke alarms are working at the outset of each tenancy and it is agreed by the Landlord that if the Tenant finds any alarm which is not working the Landlord will pay the Tenant for the reasonable costs of ensuring that the alarm is returned to working condition and if this is not possible, or the alarm is beyond its expiry date, to replace the alarm with a comparable model. If the Property does not contain smoke alarms or if those alarms do not comply with the current legislation the Landlord undertakes to install compliant smoke alarms on each floor of the Property that contains living accommodation within 7 days of being advised that they are required. Should the Landlord fail to do so it is agreed by the Landlord that the Tenant may fit the minimum level of alarm required by any current legislation and the Landlord will pay the Tenant for the reasonable costs incurred by the Tenant as a result.

- 13.17 The Landlord confirms that there are carbon monoxide alarms fitted in all rooms which are wholly or partially used for living accommodation (including toilets and bathrooms) and which contain a solid fuel burning combustion appliance and confirms that these carbon monoxide alarms comply with current legislation, are within the manufacturer's expiry date and Local Authority Minimum Standards. Permission is given for the Tenant to test that the carbon monoxide alarms are working at the outset of each tenancy and it is agreed by the Landlord that if the Tenant finds any alarm which is not working the Landlord will pay the Tenant for the reasonable costs of ensuring that the alarm is returned to working condition and if this is not possible, or the alarm is beyond its expiry date, to replace the alarm with a comparable model. If the Property contains solid fuel burning combustion appliances and does not contain carbon monoxide alarms or if those alarms do not comply with the current legislation the Landlord undertakes to install compliant carbon monoxide alarms in each room which is wholly or partially used as living accommodation and where such an appliance is present, within 7 days of being advised that they are required. Should the Landlord fail to do so it is agreed by the Landlord that the Tenant may fit the minimum level of alarm required by any current legislation and the Landlord will pay the Tenant for the reasonable costs incurred by the Tenant as a result.
- 13.18 Additionally, the Tenant requires that there is a working carbon monoxide alarm on every floor that contains a gas appliance. If no carbon monoxide alarm is required for a solid fuel burning appliance it is agreed the Landlord will supply a carbon monoxide alarm on each floor that has a gas burning appliance on it.

14 Costs and Insurable Risks

- 14.1 To pay and reimburse the Sub-Tenant (via the Tenant) for all assessments and outgoings in respect of the Property (except the water and sewerage rates and any council tax payable by the Sub-Tenant and except charges for the supply of gas or electric light and power or the use of any telephone).
- 14.2 The Landlord shall insure, allowing for the fact that the Property is a rental property, therefore extending to cover liabilities and duties owed to third parties, the Property and the Fixtures Furniture and Effects in the full reinstatement value thereof against fire, lightning, explosion impact from aircraft and other aerial devices and any article dropped there from, earthquake, riot, civil commotion, malicious damage, subsidence, storm, tempest, flood, burst pipes and overflowing of water tanks or other apparatus and third party risks and such other risks as are normally covered by a household/house owners comprehensive policy and supply the Tenant with a copy thereof and the latest schedule thereto. Furthermore, it is understood that where an occupier or any other third party is injured as a result of a defect at the Property then liability will fall on the Landlord to claim on this insurance.
- 14.3 The Landlord shall ensure that there are no restrictions placed on his insurance policy in relation to the subletting of the Property. The Tenant will not be liable for any penalties or costs that the Landlord may incur as a result of non-compliance.

15 Notice

- 15.1 To give the Tenant at least one calendar months' notice in writing when the Landlord wishes to end this Agreement provided always that such Notice shall not expire earlier than the end of the Fixed Element or of the Sub-Tenant's tenancy, whichever is the later.
- 15.2 Upon the Landlord invoking clause 15.1 of this Agreement the Tenant will serve notice upon any Sub-Tenant as soon as reasonably practicable.

- 15.3 Should the Sub-Tenant fail to comply with the notice to vacate the Property, or the Sub-Tenant's agreement with the Tenant expires later than this Agreement, the Tenant shall not be liable for any loss or damage suffered by the Landlord during the period between the expiration of this Agreement and the date the Landlord gains possession of the Property other than those covered by clause 3.6 of this Agreement. Notwithstanding the above, the Tenant will continue to pay the Landlord Rent proportionally for each day the Sub-Tenant is in occupation.
- 15.4 The Landlord accepts that should an Improvement Notice be issued by the local authority, the Tenant will not be in a position to serve a section 21 notice to the Sub-Tenant for a period of 6 months following receipt of the Improvement Notice. Should the Landlord fail to comply with any Improvement Notice the Tenant will not be responsible for any expenses incurred as a result of non-compliance.

16 Circumvention of Contract

- 16.1 The Landlord shall not enter into any tenancy agreement or contractual commitment in respect of the Property with any Sub-Tenant of the Tenant who has occupied the Property during the Term, nor shall he allow any Sub-Tenant of the Tenant to remain in the Property under any type of agreement other than as allowed by clause 1.4 or clause 21.1 of this Agreement.
- 16.2 In the event that the Landlord does enter into a tenancy agreement or contractual commitment in contravention of the terms of clause 16.1 then the Tenant shall be entitled to claim compensation from the Landlord to cover all reasonable losses.
- 16.3 Should the Landlord at the end of this Agreement wish to change over to either our Fully Managed or Rent Collection services, the Tenant will allow it provided that all Sub-Tenants residing in the Property have vacated the Property at the end of this Agreement.
- 16.4 Should the Landlord take possession of the Property prior to the end of the Fixed Element without consent from all parties to this Agreement, the Landlord agrees to reimburse the Tenant for all reasonable losses which may be incurred during the Fixed Element.

17 Disposal of Property

- 17.1 Should the Landlord sell or otherwise dispose of the Property during the Fixed Element, the Landlord hereby agrees to reimburse the Tenant for any losses suffered by them for the remainder of the Fixed Element.
- 17.2 Should the Tenant become aware that the Landlord has or is in the process of transferring ownership of the Property during the course of this Agreement the Tenant may immediately withhold all payments to the Landlord pending clarification as to the allocation of such monies and should the Tenant have paid any monies to the Landlord for any period of time after any transfer has taken place, the Landlord shall repay such monies to the Tenant within 28 days.
- 17.3 Furthermore, in the event that the Landlord acts to sell, to market or to otherwise transfer ownership of the Property during the course of this Agreement, the Tenant will immediately stop all payments to the Landlord as detailed in clause 17.2.
- 17.4 In the event of any Sub-Tenant or any relative or associate of any Sub-Tenant purchasing the freehold or the leasehold of the Property, whether that Sub-Tenant is currently occupying the Property or has been in prior occupation for any period of time during the previous three months, up to confirming their interest to purchase, and the Tenant to this

Agreement having been the effective cause of sale having been instructed by the Landlord on a sales agreement the Landlord will be liable to pay a sales commission as set out in the sales agreement.

- 17.5 The above sub-clauses in this clause 17 will have no effect where the Property is sold by the Mortgage Lender in possession or by a receiver appointed by the Mortgage Lender.

IT IS MUTUALLY AGREED THAT:

18 Pests and Infestation

- 18.1 In the event of an infestation at the Property it is agreed that the Landlord shall be responsible for the eradication and the cost of such, unless it can be proved that the responsibility of any such infestation rests with the Tenant or Sub-Tenant.

19 Consent

- 19.1 Should the Property be or become vacant in the last 3 months of the Fixed Element of this Agreement the Landlord gives his consent for the Tenant to, with no less than one months' notice from the Tenant, return the Property and at such time all payments to the Landlord will cease.
- 19.2 Notwithstanding the above, should the Property become vacant or the current Sub-Tenant's agreement end at any time during the Fixed Element of this Agreement, the Landlord gives his consent for the Tenant to re-let the Property until the end of this Agreement or for a maximum term of six months whichever will be the later. By doing so, the Landlord accepts that clause 15.3 will apply.
- 19.3 In the event that the Landlord wishes to terminate this Agreement before the end of the Fixed Element, the Landlord accepts that an early redemption charge will be payable by way of compensation to the Tenant for the loss of potential income for any remaining months of this Agreement or current Sub-Tenants' agreements whichever is the later.

20 Cessation of Payments

- 20.1 In the event that the Property is rendered uninhabitable or unlettable for whatever reason (including but not limited to any Unforeseen Event rendering normal marketing and advertising activities relative to the Property impracticable to any material extent) and providing the Tenant has given notification of such to the Landlord in accordance with clause 22, the Tenant shall be entitled to cease payment of the Rent to the Landlord until such time as the Property is again fit for occupation and lettable. Such notification being effective from the date of deemed service per clause 22. This provision shall exclude any actions or neglect by the Sub-Tenant causing the Property to be uninhabitable other than fire, flood or any other circumstance, which can be claimed on the Landlord's insurance.
- 20.2 The Tenant may also cease payment to the Landlord where there is evidence that the Landlord has mortgage arrears and the Mortgage Lender has initiated any action with the intention either to repossess the Property or to appoint a receiver under the Law of Property Act 1925 or under an express power in the mortgage conditions. In the event of cessation of payment to the Landlord due to mortgage arrears, and at the Mortgage Lender's request, the Tenant will continue to pay the Rent as detailed in this Agreement to the Mortgage Lender until vacation of the Property by the Sub-Tenant or possession is granted to the Mortgage Lender, whichever is sooner.

- 20.3 Should the Tenant's or Sub-Tenant's access to the Property be restricted by the Landlord in any way whatsoever, the Tenant shall be entitled to cease payment of the Rent to the Landlord with immediate effect.
- 20.4 Should the Landlord be convicted of a criminal offence that involves a custodial sentence exceeding 12 months and which affects the Property to the extent that the Sub-Tenant leaves and/or the Tenant is unable to sub-let the Property, the Tenant shall immediately stop all payments to the Landlord.
- 20.5 Where this Agreement imposes obligations on either the Landlord or the Tenant, including but not limited to obligations of repair and maintenance or the payment of Rent and either party is prevented, impeded or hindered from fulfilling any obligations due under this Agreement within any specified period or on a specific date by any Unforeseen Event then in so far as not contradicted by any statutory provision or other rule of law:

20.5.1 the party required to carry out the obligations (including the payment of Rent) will be entitled to an extension of any specified period for carrying out the relevant obligations of equal length to the period during which its ability to perform the obligations is prevented, impeded or hindered by any Unforeseen Event; and

20.5.2 in relation specifically to the payment of Rent, the Tenant shall not be required to pay Rent to the Landlord until such date as the Tenant is able to collect the rent from any Sub-Tenant or recover and re-let the Property (Rent only being due from the date of re-let and thereafter and not before unless actually recovered from any Sub-Tenant) and where the Tenant is only able to recover partial rent from any Sub-Tenant the Rent payable to the Landlord shall be varied to an amount equal to the sum recovered from any Sub-Tenant (subject to the maximum of the total sum due by way of Rent under clause 1).

For the avoidance of doubt, the Landlord accepts that in the event of the occurrence of an Unforeseen Event and following notification in terms of 20.6.2, any obligation to pay Rent by the Tenant will be suspended (until and in the event that the Tenant secures payment from any Sub-Tenant) or cancelled (where no recovery of rent is made by the Tenant from the Sub-Tenant) or varied (where only a partial recovery of rent is made by the Tenant from the Sub-Tenant) and that the Tenant will therefore have no liability to pay Rent under this Agreement in the event of total default by any Sub-Tenant.

20.6 The provisions contained in clause 20.5 will

20.6.1 prevail over any provisions of this Agreement (except as provided for in clause 20.1); and

20.6.2 apply only where either party has notified the other in writing, as provided for in clause 22, as soon as reasonably practicable after the occurrence of an Unforeseen Event that they have been unable to comply with a particular obligation as a result of the occurrence of an Unforeseen Event and will be effective from the date of deemed service per clause 22.

20.7 In the event of the occurrence of an Unforeseen Event in terms of the provisions contained in clause 20.5 (provided that it has been notified as such), the Landlord and the Tenant agree that they will hold each other blameless and will not subject each other to any penalty including but not limited to forfeiture.

21 Mortgage

- 21.1 The parties acknowledge that the Property may be subject to a mortgage and that the Mortgage Lender is entitled to exercise its power of sale and may require possession of the Property for the purpose of disposing of it with vacant possession when possible. This Agreement is made subject to such power. In the event of the Mortgage Lender exercising a power of sale or appointing of a receiver the Tenant shall have the right to forthwith terminate this Agreement by serving written notice of such termination on the Landlord at his last known address and on the Mortgage Lender. In the event of such termination the Tenant shall be excused from further liability under this Agreement but without prejudice to the Mortgage Lender's right to seek compensation for any prior breach.
- 21.2 Where the Mortgage Lender wishes to repossess the Property or appoint a receiver pursuant to its mortgage, the Mortgage Lender or receiver may terminate this Agreement upon giving the Tenant 4 weeks' notice to terminate. Such notice to be served in writing at the Tenant's address by first class post.

22 Notice

- 22.1 Any notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
- 22.1.1 left at the address of the Tenant stated on the first page of this Agreement as the address for correspondence and service of notices during the Term or the last known trading address of the Tenant at any time or
 - 22.1.2 sent by ordinary post in a prepaid letter, properly addressed to the Tenant by name at the address for the Tenant stated on the first page of this Agreement as the address for correspondence and service of notices during the Term or the last known trading address of the Tenant at any time or
 - 22.1.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Tenant by name at the address for the Tenant stated on the first page of this Agreement as the address for correspondence and service of notices during the Term or the last known trading address of the Tenant at any time or
 - 22.1.4 personally served on the Tenant or any person making up the Tenant or
 - 22.1.5 served via electronic means to eastbourne@northwooduk.com.
- 22.2 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
- 22.2.1 left at the address in clause 22.5 during the Term or the last known address of the Landlord at any time or
 - 22.2.2 sent by ordinary post in a prepaid letter, properly addressed to the Landlord at the address in clause 22.5 or
 - 22.2.3 sent by Recorded Delivery in a prepaid letter, properly addressed to the Landlord at the address in clause 22.5 or
 - 22.2.4 personally served on the Landlord or any person making up the Landlord or acting on behalf of the Landlord or
 - 22.2.5 supplied via electronic means, including via any email address listed under "the Landlord" under the "Parties" details on page 1 of this Agreement.

22.3 If any notice or other document is served in person or left at the address in 22.1.1 or 22.2.1, service shall be deemed to have been on the day it was left.

22.4 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

22.5 Notice under Section 48:

For the purposes of Section 48 of the Landlord and Tenant Act 1987, the Tenant is hereby notified that notices, (including notices in proceedings) must be served on the Landlord by the Tenant at the following address:

Mr Spencer Irvine
37 Rye Street, Eastbourne, East Sussex, BN22 7PN, United Kingdom

22.6 If any notice or other document is served by electronic means, the notice shall be deemed to have been served on the day it was sent.

22.7 An email used in relation to email service shall be deemed served if delivered to a junk, spam or other similar folder of the recipient's email account or internet service provider.

23 Data Protection

23.1 The Tenant complies with Data Protection Regulations. Please follow the link below to view the office's privacy policy. If you do not have online access, please request a paper copy.

<https://www.northwooduk.com/eastbourne-estate-agents/privacy-policy/>

24 Jurisdiction

24.1 This Agreement will be subject to the sole jurisdiction of the Courts of England and Wales.

25 Special clauses

25.1 None


Signature of Landlord 1: {signature,w180,h30:signer2:Please+sign+here}

Landlord 1 full name: Mr Spencer Irvine

Date: {date:signer2:Date+here}

(the Landlord)

Signed by: {signature,w180,h30:signer1:Please+sign+here}

acting as agent, for and on behalf of, the Tenant

A handwritten signature in black ink, appearing to be 'K. Lee' or similar, written in a cursive style.

Date: {date:signer1:Date+here}

(the Tenant)

5/9/22.