

and

NORTHUMBERLAND COUNTY COUNCIL

AGREEMENT

in respect of,
Northumberland NE

**A. A.Thom
Chief Legal Officer
Northumberland County Council
County Hall
MORPETH
Northumberland
NE61 2EF**

This is not a definitive document. It has not been tested in court or by another lawyer.

THIS AGREEMENT is made

day of

2012

BETWEEN: (“the Landlord”) and **NORTHUMBERLAND COUNTY COUNCIL** of
County Hall, Morpeth, Northumberland, NE61 2EF (“the Tenant”)

1. PARTICULARS

- 1.1 The Property all that dwelling house together with the rights for the Tenant as set out in Schedule 1 of this Agreement
- 1.2 The Rent £[].00 per calendar month
- 1.3 The Term one year from and including the date hereof and thereafter from month to month until determined in accordance with clause 11 of this Agreement

2. DEFINITIONS

- 2.1.1 “the Agent” means any managing agent that the Landlord may from time to time during the course of this Agreement advise the Tenant has been appointed to act on her behalf in respect of this Agreement and the management of the Property
- 2.1.2 “the Contents” means the furniture, furnishings fixtures and other items at the Property belonging to the Landlord (as shown on the photographic schedule attached to and forming part of this Agreement as Schedule 2)
- 2.1.3 “the Property” means the property described in the Particulars which includes all additions and improvements to the Property and all landlords fixtures and fittings of every kind that are from time to time in or upon the Property and all pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires,

cables, channels, flues and other conducting media that are in, under or over the Property and serve the Property only

- 2.1.4 "the Rent" means the rent set out in the Particulars
- 2.1.5 "the Term" means the period in which the Property is let under this Agreement as specified in the Particulars

3. INTERPRETATION

- 3.1 Wherever the context so admits, the expression "the Landlord" includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term
- 3.2 The expression "the Tenant" includes any statutory successor in title of the Tenant and any person who is for the time being bound by the tenant's agreements and obligations in this Agreement
- 3.3 Where the Landlord or the Tenant for the time being comprises two or more persons obligations expressed or implied to be made by or with them are deemed to be made by or with such persons jointly and severally
- 3.4 Words importing one gender include all other genders words importing the singular include the plural and vice versa and words importing persons shall be construed as importing a corporate body or a partnership and vice versa
- 3.5 References in this agreement to any clause subclause or schedule without further designation shall be construed as a reference to the clause subclause or schedule to this Agreement so numbered
- 3.6 The clause paragraph and schedule headings do not form part of this agreement and shall not be taken into account in

this construction or interpretation

4. STATUS OF TENANCY

The Tenant is a Local Authority and it is acknowledged that the tenancy created by this Agreement is not an assured tenancy and that no statutory periodic tenancy will arise on the determination of the Term

5. AGREEMENT TO LET

5.1 The Landlord agrees to let and the Tenant agrees to take the Property with the Contents for the Term, at the Rent

5.2 The Tenant and the Landlord agree with each other to comply with the requirements of this Agreement

6. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord as follows:

6.1 to pay the Rent to the Landlord or her Agent at the times and in the manner agreed between the parties without deduction or set-off and to pay interest at the rate of 4% per annum above the base rate (from time to time) of the Co-operative Bank Plc on any rent in arrears for more than 28 days calculated from the date upon which such rent was due to be paid to the date upon which cleared funds are received in respect of such Rent

6.2 to arrange forthwith with the relevant authorities and statutory undertakers for all accounts for gas water electric telephone Council tax or any other property tax to be put into the name(s) of the Tenant or as appropriate the occupier and to pay all standing charges in connection with the same and all charges for all gas fuel oil light and power which shall be consumed or supplied on or to the Property during the Term and the amount of all charges for the use of the telephone and any television licence and not to allow the said services to be disconnected, altered or removed and shall ensure that the said

services are operating throughout the Term and shall not change or permit to be changed without the consent in writing of the Landlord the number of the telephone and not transfer the said number at the end of the Term. If any services are disconnected, the Tenant shall be responsible for all reconnection charges. The Tenant hereby agrees to indemnify the Landlord against all Council Tax liability occurring during the Term

- 6.3 forthwith to send any notice the Tenant receives concerning the Property to the Landlord at the address given in this Agreement for service of notices and to notify the Landlord of any act matter or thing that may adversely affect the Landlord's interest in the Property
- 6.4 to use the Property in a tenant-like manner at all times
- 6.5 to use the Property to provide a domestic residence for a young person in need of accommodation as identified by or on behalf of the Tenant's Children's Services Directorate
- 6.6 to insure the Tenant's own contents and personal possessions
- 6.7 to keep during the Term the interior of the Property and the Contents in as good and clean and tenable repair and condition as at the start of the Term (as evidenced by the photographic schedule of condition attached to and forming part of this Agreement at Schedule 2) and to properly maintain the same and to make good all damage and breakages to the Property and the Contents which occur during the Term (save for any damage or loss through fair wear and tear, damage by accidental fire or any risk against which the Contents are insured by the Landlord unless the policy of insurance has been wholly or partially rendered void or invalid by any act or default of the Tenant or anyone under its control)
- 6.8 to keep the interior of the Property in a good state of decorative order (but the Tenant shall not redecorate the Property without the prior written consent of the Landlord)
- 6.9 to keep all electrical, radio, television, video and other domestic appliances in good working order except for installations that are the

- responsibility of the Landlord under clause 7 of this Agreement
- 6.10 to ensure that when the Property is left vacant or unattended all external doors and windows are properly secured by all locks and other means provided by the Landlord and the burglar alarm (if any) is activated. The Tenant shall also notify the Landlord and her Agent of any change to the burglar alarm code (if appropriate)
- 6.11 to keep the drains, gutters and pipes of the Property clear
- 6.12 to clean windows every 6 weeks both inside and out and replace any broken glass at the Tenant's expense
- 6.13 to replace all defective tap washers, fuses, light bulbs and fluorescent tubes as and when necessary to take reasonable precautions
- 6.14 to keep the Property free from infestation by vermin, rodents, ants or fleas and where such infestation occurs as the result of action or inaction on behalf of the Tenant to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the cause of such infestation
- 6.15 not to do or allow to be done on or in connection with the Property anything which shall or may be a nuisance or annoyance to any person residing, visiting or otherwise engaging in a lawful activity in the locality
- 6.16 not to use the Property for any illegal or immoral purpose or in contravention of any statute, regulation or bye law
- 6.17 not to alter, change or install any locks on any doors or windows in or about the Property without supplying spare copies to the Landlord or her Agent
- 6.18 not to leave the Property vacant for a period in excess of 28 days without the written consent of the Landlord, and in the event of that consent being given the Tenant shall make arrangements to turn off and drain down the water supply together with the central heating system (if installed) (after turning off all water heating appliances) to avoid leakage or frost damage
- 6.19 not to hold any sale by auction on the Property

- 6.20 not to stop up, darken or obstruct any windows or light belonging to the Property
- 6.21 not to permit any encroachment or easement to be made or acquired in on or upon the Property
- 6.22 not to damage or injure the Property or make any alteration or addition to it
- 6.23 not to fix or suffer to be fixed to the exterior or windows of the Property any board, sign, notice, advertisement or poster
- 6.24 not to permit to be discharged into the drains of the Property any oil, grease or any deleterious, objectionable, dangerous or explosive matter
- 6.25 not to lop, cut down or damage any trees, shrubs or plants growing upon the Property or alter the general character of the garden and to keep the grounds and garden in good order throughout the tenancy according to the season of the year
- 6.26 not to deposit or accumulate any waste, rubbish or refuse in any part of the Property other than in the dustbins provided
- 6.27 not to permit any waste, spoil or destruction to the Property
- 6.28 not to do, omit or allow anything, or fail to comply with any requirement, as a result of which the policy of insurance taken out by the Landlord in relation to the Property and the Contents may become void or voidable or invalidated or by which the rate of premium on the policy may be increased
- 6.29 not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Property and not to store or bring onto the Property any articles of a combustible, inflammable or dangerous nature (but this does not include the use or storage of matches and cigarette lighters)
- 6.30 not to keep any domestic animals, reptiles, insects, fish or birds on the Property without the prior consent of the Landlord
- 6.31 to allow the Landlord and/or her Agent, with or without contractors and workmen, to enter the Property at all reasonable times, upon giving 24

hours prior written notice to the Tenant, save in the case of emergency, to view the state and condition of the Property and the Contents and to carry out any repairs that are necessary by virtue of the Landlord's obligations and responsibilities under this Agreement or by law, causing as little inconvenience as possible to the Tenant and making good all damage caused to the Property and the Tenant's property

- 6.32 to pay to the Landlord on demand all costs and expenses incurred by the Landlord as a result of or in connection with any breach of this Agreement by the Tenant and to indemnify the Landlord against all losses, claims, damages and demands arising out of or in any way connected with any such breach
- 6.33 to pay the Landlord's reasonable professional costs and disbursements incurred in connection with the preparation negotiation and execution of this Agreement

7. THE LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant as follows:-

- 7.1 to keep in good repair and condition the structure and exterior of the Property (including windows, drains, gutters and external pipes and all such pipes, sewers, drains mains, ducts conduits, gutters, wires, cables channels, flues and other conducting media inside and serving the Property) and to decorate the exterior of the Property as and when necessary
- 7.2 to keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and sanitary conveniences and any central heating system installed in the Property or other installations for space heating and water heating

- 7.3 to insure and keep insured the Property and the Contents (but not the Tenant's own contents and personal possessions) with a reputable insurance Company during the Term in the full cost of rebuilding and reinstating the Property and replacing the Contents, against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy for properties such as the Property
- 7.4 to return to the Tenant any rent payable and in fact paid in advance for any period while the Property is rendered uninhabitable or inaccessible by reason of any insured or uninsured risk (unless the insurance is vitiated as a result of the act or default of the Tenant or anyone under its control) the amount in case of dispute to be settled by arbitration
- 7.5 to re-instate the Property and replace the Contents or any part damaged or destroyed by any risk against which it or they are insured (provided that the damage or destruction was not due to any act or omission of the Tenant or anyone under its control and the insurance policy has not been rendered void or invalidated by such an act or omission). If at the end of 2 months from the date of damage or destruction the Property is still not fit for the Tenant's occupation and use, either the Landlord or the Tenant may at any time during the following 2 months serve a notice to terminate this Agreement. On service of such a notice the Term is to end but this shall not affect any rights or remedies that may have already accrued to either party
- 7.6 to pay and indemnify the Tenant against all assessments and outgoings in respect of the Property (except water rates, Council tax payable by the Tenant and charges for the supply of gas, water, electric or the use of any telephone)
- 7.7 to pay the costs (if any) of preparing an inventory of the Contents and a schedule of condition at the beginning of the Term and of checking the same at the end of the Term

8 THE LANDLORD AND TENANT AGREE AS FOLLOWS:-

- 8.1 that the Tenant paying the rent and performing the agreements on the part of the Tenant may quietly possess and enjoy the Property during the Term without any lawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- 8.2 the Landlord confirms that all furniture and furnishings comprised in the Contents comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988
- 8.3 the Landlord or its Agent has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate is available for inspection by the Tenant
- 8.4 the Landlord confirms that all electrical appliances and equipment supplied by her are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol
- 8.5 if in whole or in part any term provision or covenant of this agreement shall be held by a court of competent jurisdiction to be invalid, void or unenforceable such decision shall not affect the nature of the agreement as a whole or the validity of the remaining terms, provisions or covenants of the agreement which shall remain in full force and effect and shall in no way be affected, impaired or invalidated
- 8.6 the Landlord shall not be liable or responsible for any injury or damage suffered by the Tenant or any occupier of the Property or any person being a servant of the Tenant or being on the Property with its express or implied permission, or occurring to the Property or to the fixed chattels or property of the Tenant or any such person therein by reason of any defect on the Property or through the neglect default or misconduct of any Agent or other person employed by the Landlord
- 8.7 the Tenant's obligations under this clause 8 do not apply to damage caused by any risk against which the Landlord has or should have insured under the terms of this Agreement except to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone under its control

9. FORFEITURE CLAUSE

Provided always and it is hereby agreed as follows:-

- 9.1 if the Rent or any instalment or part thereof shall be in arrears or unpaid for at least 28 days after the same shall have become due (whether legally demanded or not) or
- 9.2 in the event of any breach of any of the agreements on the part of the Tenant herein contained or implied or
- 9.3 if the Property shall without consent as aforesaid be left vacant or unoccupied or if the Tenant abandons the Property or
- 9.4 if the Tenant being an individual shall become bankrupt or if the Tenant shall enter into any composition with his creditors or suffer any distress of his goods in the Property or
- 9.5 if the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by (a) the Tenant or (b) by a person acting at the Tenant's instigation

then the Landlord shall be entitled to re-enter on the Property (subject always to any statutory restriction on her power to do so) and immediately thereupon the Term shall absolutely determine without prejudice to any other remedy of the Landlord

10. NOTICES

Any notice to be served on the Landlord and the Tenant in pursuance of this Agreement must be served by registered post or recorded delivery, at the addresses given in this Agreement, and if served on the Tenant, marked for the attention of the Chief Legal Officer, Legal Services

11. TERMINATION NOTICE

The Tenant may give to the Landlord one months' notice in writing and the Landlord may give to the Tenant two months' notice in writing of an intention to terminate this Agreement, such termination notice not to become effective until after the expiration of one year from and including the date of this Agreement

12. AT THE END OF THE TENANCY

The Tenant agrees:-

- 12.1 to permit the Landlord or her Agent upon giving reasonable notice to enter the Property at all reasonable times by prior appointment to show the Property to prospective Tenants or Purchasers during the last month of the Term and to permit the Landlord or her Agent to erect a For Sale or To Let board at the Property during this time
- 12.2 to hand over to the Landlord or her Agent on the last day of the tenancy whether on its expiration or sooner determination all keys to the Property
- 12.3 to yield up the Property and the Contents with all additions (if any) in the state of repair decoration and condition as specified in this Agreement, and clean. Fair wear and tear is permitted
- 12.4 to pay for the cleaning of all curtains and floor coverings and such of the effects as have in the reasonable opinion of the Landlord become unduly soiled during the Term
- 12.5 the Tenant will be responsible for meeting the reasonable costs of removal and storage charges of any items of property belonging to the Tenant left in the Property 7 days after the ending of the tenancy. The Landlord will remove and store the items for a maximum of one month and will notify the Tenant of this at the Tenant's address given in this Agreement. If the items are not collected within one month the Landlord may dispose of them and the Tenant will be responsible for the reasonable costs of disposal.

13. ENTIRE UNDERSTANDING

This Agreement embodies the entire understanding of the parties relating to the Property and to all matters dealt with by this Agreement

14. JURISDICTION

The Landlord and the Tenant agree that this Agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales and to submit to the exclusive jurisdiction of the English Courts

AS WITNESS

SIGNED by the Landlord:

SIGNED by an authorised signatory on behalf of the Tenant:

This is not a definitive document. It has not been tested in court or by another lawyer.

SCHEDULE 1
RIGHTS GRANTED TO THE TENANT

1. The benefit (in common with the Landlord and any other person so entitled) of any right of way whether on foot or in a vehicle of any kind over upon and along the roadways footpaths and grass verges (as appropriate) adjoining or neighbouring the Property so as to give access and egress to the Property (notwithstanding that the same may already be adopted by the Local Highway Authority for public use)

SCHEDULE 2
PHOTOGRAPHIC SCHEDULE OF CONDITION AND
INVENTORY OF CONTENTS

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