

**DATED**

**201[ ]**

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**[ ]**

**and**

**OXHEY MANAGEMENT LIMITED**

---

**UNDERLEASE**

**of**

**Unit [ ] “the Premises”**

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**THIS LEASE** is made the                      day of                      201[ ]

**BETWEEN:-**

- (1) [ ] ("the Landlord")
- (2) **OXHEY MANAGEMENT LIMITED** (Company registration number 11302505) whose registered office is at 43 Lytham Avenue, South Oxhey, Watford, United Kingdom WD19 6XB ("the Tenant")

**WHEREBY IT IS AGREED** as follows:-

**1. The Main Terms of the Tenancy**

**1.1 Term of Tenancy.**

The Landlord lets the Premises to the Tenant for a period of three years from today's date ('The Term').

**1.2 The Rent.**

The Tenant shall pay to the Landlord the rent of £ [ ] per year for the Term. The rent is payable quarterly in arrears on the usual English quarter days the first payment (or a proportionate part thereof) in respect of the period commencing on the start date of the Term and ending on the day before the next quarter date being made one month after the start date of the Term.

**1.3 Head Lease**

The Premises are held by the Landlord under the terms of a Lease dated [ ] between the Tenant and the Landlord, hereinafter called the "Head Lease". The Tenant will be liable for the Landlord's obligations under the Head Lease, for the Term of this Tenancy

**1.4 Fixtures and Fittings**

The Premises shall be leased as seen and includes the fixtures and fittings, furniture and any other contents in the Premises.

**1.5 Type of Tenancy.**

This Agreement is intended to create a Company Let outside the provisions of the Housing Act 1988 (as amended).

## **1.6 Superior Landlord**

The Superior Landlord is the person from time to time entitled to the reversion under the Head Lease.

## **Obligations of the Tenant**

### **2. General**

- 2.1** To be responsible and liable for all the obligations under this Agreement.
- 2.2** Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any sub-tenant, licensee or visitor to do or not to do that thing.
- 2.3** To comply with all the obligations imposed upon the Landlord by the Superior Landlord under the terms of the Head Lease.
- 2.4** To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Head Lease.
- 2.5** To keep the Landlord indemnified in respect of any claim, damages or costs arising from failure to comply with the terms of the Head Lease.

### **3. Paying Rent**

- 3.1** To pay the Rent by as set out in clause 1.0 of this Agreement whether or not it has been formally demanded. The Rent shall be paid by the Tenant by Bank Standing order to the Landlord to such account as the Landlord shall nominate
- 3.2** To pay interest on any payment of Rent not made as set out in clause 1.0 of this Agreement. Interest is payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 4% above the Bank of England Base Rate.

#### **4. Further Charges to be paid by the Tenant**

4.1 To pay all sums for which the landlord is liable under the terms of the Head Lease, including, but not limited to:-

(a)the Service Charge

4.2 To pay the council tax if any (or any similar charge which replaces it) in respect of the Premises directly to the local authority, or to ensure that any sub-tenant, licensee or occupier does so.

4.3 To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:

- gas;
- water (including sewerage and other environmental services);
- electricity;
- any other fuel charges;
- telephone;
- TV and internet services; and
- waste collection.

4.4 To pay to the Landlord all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any Notice relating to any major breach of this Agreement whether or not court proceedings are brought.

4.5 To pay the television licence regardless of the ownership of the television set.

4.6 To pay the cost of preparation of an Inventory and Schedule of Condition listing the condition of the Premises and the Fixtures and Fittings in the Premises at the start of the tenancy, and to pay the cost of re-checking the Inventory and Schedule of Condition at the end or earlier termination of the Tenancy.

## **5. Repair, Maintenance and Cleaning**

- 5.1** To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in repair and in the same decorative order and condition throughout the Term as at the start of the Tenancy. The Tenant is not responsible for the following:
- fair wear and tear;
  - repairs for which the Superior Landlord has responsibility
  - damage covered by the Superior Landlord's insurance policy.
- 5.2** To inform the Superior Landlord immediately they come to the notice of the Tenant of any repairs or other matters falling within the Superior Landlord's obligations to repair the Premises as set out in the Head Lease.
- 5.3** To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings.

## **6 Insurance**

- 6.1** Not to do or fail to do anything that leads to the insurance policy on the Premises, or Fixtures and Fittings not covering any part of the losses otherwise covered by the policy.
- 6.2** To pay to the Superior Landlord a due proportion of the insurance premium for the Premises due under the terms of the Head Lease.
- 6.3** To ensure that the Fixtures and Fittings and Furniture are covered by a suitable insurance policy and that such policy also includes suitable public liability insurance.

## **7. Assignment**

- 7.1** The Tenant is permitted to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's or the Agent's prior consent, subject to compliance with

all other obligations under this Agreement, and to indemnifying the Landlord in respect of any claim damage or cost arising out of failure to comply with any obligations to the occupier of the Premises set out in clauses 8.1 to 8.4.

## **8. Health and Safety**

**8.1** To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988) and with the obligations to protect tenant's deposits set out in Housing Act 2004.

- (a) the structure of the Premises and exterior (including drains, gutters and pipes);
- (b) installations for the supply of water, electricity and gas;
- (c) sanitary appliances including basins, sinks, baths and sanitary conveniences;
- (d) space heating and water heating;

**8.2** To ensure that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

**8.3** To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of any safety check record is given to the occupier at the start of any sub-tenancy or licensed occupation, and annually thereafter.

**8.4** To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets, etc. (Safety) Regulations 1994, and to ensure that any electrician carrying out electrical work at the Premises is suitably qualified.

## **9. Use of the Premises**

**9.1** To use the Premises only as a private residence and in compliance with the terms of the Head Lease and of any planning consent in respect of the Premises.

**9.2** To leave the Fixtures and Fittings at the end of the Tenancy in the same condition and in the same places in which they were positioned at the commencement of the Tenancy.

## **10. Utilities**

**10.1** To notify the suppliers of gas, water, electricity, other fuel and telephone services to the Premises that this Tenancy has started, and to apply for the accounts for the provision of those services to be put into the name of the Tenant.

**10.2** To arrange for the reading of the gas, electricity and water meter, if applicable, at the end of the Tenancy and the departure of the Tenant from the Premises.

**10.3** To pay all outstanding accounts with the utility service providers during and at the end of the Tenancy.

## **11. Refuse**

**11.2** To remove or pay for the removal of all rubbish from the Premises, during and at the end of the Tenancy.

## **12. Notices**

**12.1** To forward any notice order or proposal affecting the Premises or its boundaries to the Landlord or his Agent promptly upon receipt of any notice, order, or proposal.

**12.2** To forward all correspondence addressed to the Landlord at the Premises to the Landlord or the Agent within a reasonable time.

## **Obligations of the Landlord**

## **13. Quiet Enjoyment**

**13.1** To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord.

## **14. Appoint Agent**

**14.1** The Landlord agrees to the Tenant appointing an agent of its choice to manage the Premises on its behalf for the duration of the tenancy. The tenant shall be liable to pay all fees and charges raised by the agent in providing management services.

### **Interrupting or Ending this Agreement**

**It is agreed between the Landlord and Tenant as follows:**

#### **15. Ending the Tenancy and Re-entry**

**15.1** If at any time:

- (a) the Rent, or any part of it remains unpaid for 21 days after falling due, whether formally demanded or not; or
- (b) if any major agreement or obligation of the Tenant is not complied with; the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with a Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.

**15.2** If the Tenant vacates the Premises during the Term the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires.

**15.3** The Landlord shall be entitled to determine this Lease on any anniversary of the Term provided:

15.3.1 the Landlord provides to the Tenant not less than 3 months written notice; and

15.3.2 such termination is without prejudice to any rights or remedies which may have accrued to either party in respect of any breach of the covenants or obligations contained within this tenancy; and

**16. Interruptions to the Tenancy**

**16.1** If the whole or part of the Premises are destroyed or made uninhabitable by fire or any other risk against which the Superior Landlord has insured, the Tenant will remain liable to pay the rent under this lease until the Premises are reinstated and rendered habitable or for a period of 12 months, whichever is the shortest. The Tenant shall take out and maintain a suitable insurance policy to include cover for a minimum of 12 months loss of rent and cover for loss or damage to the Landlord’s fixtures and fittings and furnishings as a result of fire and such other risks as the Tenant acting reasonably shall consider are risks which would usually be insured under such a policy.

**17. Notices**

**17.1** The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent or served on the Landlord is as stated above.

**17.2** The Tenant has notified the Landlord that the address at which notices may be sent or served on the Tenant is as stated above.

Executed as a Deed by .....

[ ] in the presence of

Witness Signature

.....

Witness Name

.....

Witness Address

.....

Witness Occupation

.....