

LETTING AGREEMENT FOR PRIVATE HOUSE OR FLAT

MEMORANDUM OF AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF LANDLORD]

[address]

(hereinafter called the "the Landlord", which expression (where the context so admits) shall include the immediate reversioner or reversioners for the time being expectant on the term hereby created and the person entitled to the rent hereunder)

OF THE FIRST PART

- and -

[NAME OF TENANT(S)]

[address]

(hereinafter called "the Tenant", which expression (where the context so admits) shall include Executors, Administrators and permitted Assigns)

OF THE SECOND PART

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, the parties hereby agree as follows:

1. Interpretation

Wherever used in this Agreement, unless the context otherwise requires, words importing the singular number include the plural and vice versa, and words importing the masculine gender include the feminine and neuter genders and vice versa. Where there are two or more persons included in the expression "the Tenant" or "the Landlord", covenants expressed to be made by "the Tenant" or "the Landlord" shall be deemed to be made by such persons jointly and severally.

2. Agreement to Let Premises

The Landlord hereby agrees to let and the Tenant hereby agrees to take up the premises described as:

ALL THAT AND THOSE the dwelling house of the Landlord at [insert address of premises]

(hereinafter referred to as the "Premises") subject to the terms and conditions of this Agreement, together with the furnishings, fittings and effects (the "Landlord's Property") more particularly described in the First Schedule attached hereto.

3. Term

The term ("Term") of this Agreement shall be _____.

4. Rent & Manner of Payment

The rent under this Agreement is £_____.

The rent shall be paid in the following manner:

5. Tenant's Covenants & Agreements

The Tenant agrees with the Landlord as follows:

- (a) to pay the rent reserved hereunder without deduction at the times and in the manner provided herein;
- (b) not to assign, sublet, transfer or share the possession of the Premises or any portion thereof without the prior written consent of the Landlord;
- (c) to permit the Landlord or the Landlord's Agent at all reasonable times to enter the Premises and examine the state of repair and condition thereof;
- (d) to repair and make good any and all defects of which notice in writing is given by the Landlord to the Tenant, and for which the Tenant is liable under the provisions of this Agreement, within fourteen (14) days after the giving of such notice, or such other period as is specified in such notice. If the Tenant fails to comply with such notice, the Landlord may carry out the work referred to in such notice and recover the costs thereof, on demand, as liquidated damages;
- (e) upon receipt of reasonable notice in writing, to permit the Landlord or the Landlord's Agent or workmen designated by the Landlord at all reasonable times to enter the Premises and examine the state of repair and condition thereof and to effect such repairs or renovations to the Premises or adjoining premises for which the Landlord may be liable;
- (f) not to make any structural alterations to the Premises, or to make any alterations whatsoever to the internal or external appearance of the Premises, nor to erect any television aerial or satellite dish without the prior written consent of the Landlord;