

SUMMARY OF AGREEMENT

1. The binding date of this contract	04 October 2019
2. Address of Premises to be LET	7 Belsize Terrace, Belsize Park, London, NW3 4AX
3. Name(s) of Landlord(s)	Mr Gerald Barrett & Mr Hugh Clifford
3.1 Address for Landlord	C/O David Astburys: 15 Park Road, Crouch End, London, N8 8TE
3.2 Name(s) of Tenant(s)	[REDACTED]
3.3 Address of Tenant(s)	41 Colin Crescent, London, NW96EU, 9 Gainsborough Drive, Maidstone, Kent, ME16 0UZ, 41 Colin Crescent, London, NW96EU
3.4 Name of Guarantor(s)	Mr Huseyin Adak Mr Ahmet Fazil Guzelsoy
3.5 Address of Guarantor(s)	Flat 36 Amiot House 9 Heritage Avenue, London, NW95FQ, 101 Ingrebourne Gardens, Upminster, RM141BJ
3.6 Tenancy Details	<p>Initial Term of the tenancy will be 36 Months</p> <p>Break Clause: Applicable at 12 Months or at 24 Months Notice Period: 2 Months</p> <p>FOR THE AVOIDANCE OF DOUBT, the tenant or the landlord may provide a mutual notice period of 2 months on 3rd August 2020 to conclude the tenancy on 3rd October 2020 or 3rd August 2021 to conclude the tenancy on 3rd October 2021</p> <p>Commencement Date: 4th October 2019 Expiry Date: 3rd October 2022</p>
3.7 Rent	<p>[REDACTED]</p> <p>Rent is payable in advance and to be paid in quarterly instalments.</p> <p>[REDACTED]</p> <p>Rent is payable in advance and is due upon the 4th day of each rental period and the first payment (or proportionate part) is to be made on or before the signing of this agreement.</p>

4. Deposit.

- 4.1 The Tenant shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this Agreement or any part of the same on the ground that the Landlord has in his or his Agent's possession monies in respect of the Deposit.
- 4.2 The Tenant shall pay to the Landlord or Landlords Agent upon signing this Agreement £3,900 Three thousand, nine hundred point zero zero pounds by way of a security deposit ("the Deposit") in line with the Tenant Fees Act 2019.
- 4.3 The Landlord acknowledges that the deposit referred to in Clause 4.2 has been paid by the Tenant to the Landlord or Agent and that such deposit will be held and/or dealt with in accordance with the Tenancy Deposit Schemes as provided for in the **Housing Act 2004** and the **Localism Act 2011**. Subject thereto the Landlord shall have a right to claim against the deposit for: -
- 4.3.1 Any damage or compensation for damage to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at the commencement of the Tenancy.
- 4.3.2 The fair costs incurred in compensating the Landlord for, or for rectifying or remedying or enforcing any breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises its Fixtures and Fittings, and any additional charges/expenses incurred by the Landlord or Agent relating thereto or by legal/professional advisers.
- 4.3.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Premises for which the Tenant is liable.
- 4.3.4 Any instalment of rent or other money lawfully due or payable by the Tenant under this Agreement which remains unpaid after the end of the Tenancy.
- 4.3.5 Any outstanding payments due in line with the Permitted Payments outlined in Schedule 1, Tenant Fees Act 2019
- 4.3.6 Any other breach on the part of the tenant of the Tenants obligations under this Agreement, in the interest of clarity this includes any act or omission on behalf of any permitted occupier or visitor to the premises.
- 4.3.7 Any sum repayable by the Landlord or Agent to a local authority where housing benefit (or its replacement) have been paid direct to the Landlord or Agent by the Local Authority.
- 4.3.8 Any damage, dilapidations, chimney sweeping, gardening, general cleaning, oven cleaning, the cleaning/fumigation required as a result of any pets occupying the Premises either with or without the Landlords consent.

following purposes:

1. Referencing the Tenant and carrying out Right to Rent checks
2. Communicating with the Tenant(s) on matters relating to the tenancy. This may include responding to emails, letters, texts or phone calls from you.
3. Supplying the Tenant(s) with information by **email, post, telephone or text**. The Tenant(s) may unsubscribe or opt-out at any time by contacting the Agent at **davidastburys@davidastburys.com**
4. In line with GDPR 2018 policy and protocol, we are required to advise you that your telephone numbers will be used to communicate with the Tenant in relation to the tenancy but also to deal with maintenance and repairs.

Your telephone numbers will be passed on to maintenance contractors who will liaise with you to organise appointments and access for works that are required. Information provided under the performance of this Agreement may be shared with the Landlord and other Agents, credit and referencing agencies, Local Authorities, utility and water companies, Police, tracing agents, our legal representatives, solicitors, and mortgage lenders, maintenance contractors, utility switch over companies, chartered surveyors, estate agents.

In some limited circumstances, we may be legally required to share certain personal data, which might include yours, if we are involved in legal proceedings or complying with legal obligations, a court order, or the instructions of a government authority.

The Tenant will not be sent any unlawful marketing or spam. We will always work to fully protect your rights and comply with our obligations under the GDPR and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Tenant will always have the opportunity to opt-out.

We will not keep your personal data for any longer than is necessary in light of the reason(s) for which it was first collected. Your personal data will therefore be kept for the following periods for six years.

Your attention is drawn to our Privacy Policy which can be found on **www.davidastburys.com**. The Privacy Policy sets out what information we obtain and how we use it.

5.25 Miscellaneous

- 5.25.1 Where the Tenant receives any formal or legal notices or orders or other similar document delivered to the Premises which might reasonably affect the Premises, the Tenant will after receipt send such notices and/or document within seven days to the Landlord or his Agent.
- 5.25.2 Where notified prior to the tenancy beginning in writing or by the provision of any document, the Tenant agrees not to break any restrictions, covenants, or agreements in any superior Head Lease affecting the Premises which may bind both the Landlord and the Tenant in their occupation or use of the Premises.
- 5.25.3 The Letting Agent / Landlord will provide the tenant with a valid Gas Safety certificate, a valid Energy Performance Certificate and the How to Rent Guide – England only (a link is acceptable), in line with the Deregulation Act 2015