

TENANCY AGREEMENT

DATED:

01/12/2020

PARTIES:

Landlord

FYRECROFT ESTATES LTD
No.3 Hampstead West
224 Iverson Road
London NW6 2HX

Tenant

ARIEL DROUAULT

PROPERTY

Flat 6
29 Glenloch Road
London
NW3 4DJ

TOGETHER WITH the fixtures furniture equipment and effects therein and more particularly specified in the Inventory thereof signed by or on behalf of the parties subject to the provisions of Clauses 3.7 and 3.8 hereof

TERM: Twelve months commencing on 1st DECEMBER 2020 and expiring on 30th NOVEMBER 2021

RENT: £12,000 (Twelve thousand pounds only) per annum

PAYABLE: In advance by way of Bank Standing Order in two equal instalments the first being on the 1st November 2020 in the sum of £6,000 and the second payment in the sum of £6,000 due by the 1st June 2021

DEPOSIT: £1,153.00 has been paid and registered with the Deposit Protection Service under ID no. 29601173, to be dealt with in accordance with Clause 7 as per the Tenancy Deposit Scheme

A. The Landlord lets and the Tenant takes the property for the Term at the Rent payable as above

B. This Agreement incorporates the following Letting Provisions

SIGNED by the Tenant

SIGNED by the Landlord

In the presence of (sign)

Name..... Frances Wertenburg

Address..... No. 3 Hampstead West
224 Iverson Road
London
NW6 2HX

Occupation..... PA

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**LETTING
PROVISIONS**

WHERE THE CONTEXT ADMITS:

- 1.1** 'The Landlord' includes the persons for the time being entitled in reversion expectant on the tenancy
- 1.2** 'The Tenant' includes the persons deriving title under the Tenant
- 1.3** 'The Property' includes references to any part or parts of the Property and to the fixtures furniture equipment and effects therein or any of them
- 1.4** 'The Agent' means the Agent for the time being of the Landlord or Superior Landlord as the case requires
- 1.5** Words importing the singular number include the plural number and vice versa
- 1.6** Where any party comprises more than one person the obligations and liabilities

**TENANTS
OBLIGATIONS**

THE TENANT SHALL:

- 2.1** Pay the rent at the time and in the manner specified without any deductions or abatement whatsoever
- 2.2** To pay for professional cleaning services on vacation of the property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy
- 2.3** If required by the tenant to arrange for the telephone and line to be connected and addressed to the Tenant in their own name and to pay the rent and for all standing and other charges made for the use of the telephone. Furthermore the tenant shall not change or permit to be changed the number of the telephone and not transfer the said number at the end of the tenancy
- 2.4** Ensure that the water softener (if any) is operational throughout the tenancy and to provide salt for the appliance as and when necessary
- 2.5** Keep the interior of the Property and all fixtures and fittings and contents in the same state and condition as they were at the beginning of the tenancy as evidenced by the said inventory and schedule of condition (fair wear and tear and damage by accidental fire and other insured risks only excepted) unless the relevant policy of insurance monies refused in consequence of some act or default on the part of or suffered by the tenant
- 2.6** Replace all broken or cracked glass or mirrors and replace all fuses light bulbs and fluorescent tubes as and when necessary
- 2.7** Prevent the furniture equipment and effects from being destroyed or damaged and make good pay for repair or replace with articles of a similar kind and of equal value such as the furniture equipment and effects as shall be destroyed lost broken or damaged caused by the negligence of the Tenant or the permitted guests or workmen instructed by the Tenant (fair wear and tear and damage by accidental fire or other insured risk only excepted) or at the Landlords option to pay a fair sum in compensation for any such loss damage destruction or removal

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- 2.8 Hand over to the Landlord the Property and all new fixtures and new additions thereto (except such as the Tenant shall be entitled by Law to remove) and the furniture and effects specified in the inventory or the articles substituted for the same at the end or earlier termination of the tenancy in the same state and condition as they were at the beginning of the tenancy as evidenced by the said inventory and schedule of condition (fair wear and tear and damage by accidental fire or other insured risk only excepted)
- 2.9 Keep or procure to be kept the garden at the Property (if any) in good order the grass cut and the borders and beds free from weeds and not lop cut down remove or otherwise injure any tree shrub or plant growing on the premises or alter the general character of the garden and throughout the tenancy cultivate the garden in a reasonable manner according to the season of the year and similarly to tend and keep in good heart any houseplants in the Property and at the end of the tenancy leave the said garden in a clean and tidy condition
- 2.10 Keep clean open and in good working order and free from obstructions all baths sinks taps lavatory systems drains waste and other pipes gutters down pipes and gulleys on or serving the Property and to re-imburse the Landlord against any damages caused through any breach of this obligation or through leakage or overflow from any of the pipes drains taps baths sinks cisterns or lavatories provided that the Tenant shall not be liable for any damage occasioned other than by its own negligence or default
- 2.11 Take all reasonable precautions during the winter months to prevent damage by the freezing or bursting of water pipes storage tanks and cisterns and in the event of any damage caused to the Property or the fixtures fittings and contents by the Tenant's expense effect all such necessary repairs to reinstate the Property fixtures fittings and contents into the same clean state and condition prior to the damage
- 2.12 Give to the Landlord or the Landlord's Agent immediate written notice of any defect damage or destruction or loss to the Property fixtures fittings furniture and effects whether by fire or any other insured risk or otherwise and should repairs become necessary for which the Tenant does not accept liability to forthwith notify the Landlord or the Landlord's Agent thereof to order the execution of repairs the cost of which the Tenant is not prepared to discharge at the Tenant's own expense and in no circumstances shall the Tenant arrange or give instructions for any such repairs to be carried out unless at the written request of the Landlord or the Agent and the Tenant shall be responsible for the cost of any repairs in breach of this provision
- 2.13 Leave the furniture equipment and effects at the expiration or sooner determination of the tenancy in the rooms or places in which they were at the commencement of the tenancy and in the event that the contents have not been delivered up in all respects then to pay the Landlord's costs of reinstating the contents to the rooms designated in the inventory
- 2.14 If any furniture or effects belonging to the Tenant or its Licensees shall not have been removed from the Property on the date of expiration or sooner determination of the Tenancy the Tenant shall pay the Landlord rent at the daily rate last payable under the tenancy until the Tenant shall have removed all such goods from the Property and to pay the Landlord any additional expense incurred by the Landlord in checking out the said inventory

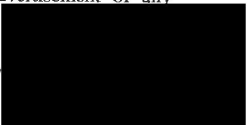
- 2.15** Pay for the washing at the end of the tenancy (however determined) including ironing or pressing of all linen and for the washing and cleaning (including ironing or pressing) of all bedspreads duvets blankets and soft furnishings and the steam or other appropriate professional cleaning of all carpets curtains or upholstery providing the aforesaid items were clean prior to the commencement of the tenancy
- 2.16** Permit the Landlord and the Superior Landlord or their respective Agents with or without workmen or others at all reasonable times during the tenancy upon reasonable notice by prior appointment (except in case of emergency) to enter the Property for the purpose of repairing and painting the outside thereof or of carrying out or completing any structural or other necessary or proper repairs to the Property or adjoining premises or maintenance of any of the said fixtures fittings equipment and contents and the person so entering causing as little inconvenience disturbance and damage as possible and thereafter making good such damage
- 2.17** During the last six weeks of the tenancy (howsoever determined) to permit any prospective tenant to enter and inspect the Property at reasonable hours upon the arrangement of a mutually convenient appointment made by the Landlord or the Agent and in case it shall not be convenient for the Tenant to be at the Property at the time of such viewing to make the keys available to the Landlord or the Agent to enable the Landlord or the Agent to escort intending Tenants over the Property
- 2.18** Permit the Landlord or the Agent at any time during the tenancy in the event of the Landlord wishing to dispose of his interest in the Property access for showing the Property upon the arrangement of a mutually convenient appointment by the Landlord or the Agent
- 2.19** Permit the Landlord or the Agent with or without workmen and others upon giving reasonable notice by prior appointment (except in emergency) to enter upon the Property at all reasonable times during the daytime for the purpose of examining the state and condition of the interior of the Property and of the furniture equipment and effects therein
- 2.20** Permit the Landlord or the Agent to give the Tenant notice in writing of all dilapidations wants or repair cleansing amendment and restoration of the interior of the Property and of all destruction loss breakage or damage of or to the contents as the Tenant shall be bound to make good then found and by such notice to require the Tenant to repair cleanse restore and make good the same respectively within one month and if the Tenant fails to execute the aforementioned work within the said period then permit the Landlord or those authorised by the Landlord to enter upon the Property and execute such work at the expense of the Tenant and to pay the Landlord the reasonable expenses of any such work upon demand
- 2.21** Not remove the furniture equipment and effects specified in the inventory or any part thereof or any substituted furniture equipment and effects from the Property and not bring onto the Property any of the Tenant's own furniture or equipment without the previous consent in writing of the Landlord
- 2.22** Not assign underlet charge or part with or share possession or occupation of the Property or any part thereof

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- 2.23 Not carry on or permit to be carried on from the Property any profession trade or business whatsoever and not to use the Property or any part for any illegal or immoral purpose or for any sale or auction or any public meeting for religious political or other purposes or let apartments or receive paying guests on the Property but to use the same as a private residence in the occupation of the Tenant and his immediate family only but in any case not to permit more than one persons to reside at the property except occasional guests
- 2.24 Not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without first giving written notice to the Landlord or the Agent of the intention to do so and obtaining an acknowledgement of such notice
- 2.25 Not alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord
- 2.26 If any such additional keys are made deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the tenancy and in the event that any such keys are lost to pay the Landlord on demand any costs incurred by the Landlord in replacing the locks to which the lost keys belong
- 2.27 To hand over to the Landlord or the Agent by 12 noon on the last day of the tenancy whether on its expiration or sooner determination of the tenancy all keys to the Property
- 2.28 To take over the maintenance of the burglar alarm system (if any) and to pay the alarm company directly for any servicing or repairs required
- 2.29 To take over the telephone line (if any) for the central monitoring system for the burglar alarm and to pay the rent and all charges in connection thereto
- 2.30 To ensure that the smoke alarms and carbon monoxide detectors are tested monthly and the batteries replaced as and when necessary
- 2.31 Not to be a nuisance cause damage or annoyance to the Landlord or the Superior Landlord or to the tenants or occupiers of any adjoining premises or do anything which may affect any insurance of the Property or the contents thereof against fire or otherwise or increase the ordinary premium thereon
- 2.32 Not to use or to play any electrical or musical instruments of any kind or practice any singing in the Property so as to cause annoyance to nearby residents or occupiers so as to be audible outside the Property between the hours of 10 p.m. and 10 a.m.
- 2.33 In the event of loss or damage by fire theft impact or other causes immediately inform the Landlord or the Agent and thenceforth give full written details thereof to enable the Landlord to make an insurance claim
- 2.34 Not affix or exhibit anything on or from the Property so as to be visible outside or affix any flag placard poster or any advertisement of any description

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- 2.35** Not affix to the windows of the Property externally or internally any blinds except of such colour or construction as shall be previously approved by the Landlord in writing
- 2.36** Not to hang or allow to be hung any clothes or other articles on the outside of the Property nor allow any linen or clothes to be exposed for drying except in an area of the garden (if any) specifically set aside for this purpose
- 2.37** Not to use the communal washing machine or tumble dryer after 10 p.m and to use these machines in a responsible manner checking filters before and after each use. Each room at the building to have a designated day for sole use to be agreed and organised amongst the residents of the building
- 2.38** Clean all the windows of the Property and all net curtains (if any) at regular intervals and at the end of the tenancy howsoever determined
- 2.39** Not to keep a bicycle on the property whether in the communal areas or in the room itself
- 2.40** Not to keep any animal bird reptile or rodent on the Property
- 2.41** Ensure that whenever (and for however short a period) the property is left vacant or unattended all the external doors and windows are properly secured by all locks and other means and the burglar alarm (if any) is properly activated so as to comply with the Landlord's content insurance policy
- 2.42** Not pull down alter add to or any way interfere with the construction or arrangement of the Property or the external decoration or decorative scheme or colours thereof
- 2.43** Not to do or permit or suffer to be done anything upon the property, which shall cause damage or deterioration of the internal or external surface thereof or the coverings or decoration of or to such surfaces
- 2.44** Not to redecorate the Property or any part therein without the written approval of the Landlord first having been obtained as to the type colour and design of such decorations
- 2.45** Not to stop up darken or obstruct any windows or lights belonging to the Property
- 2.46** The Tenant must ensure that no refuse/rubbish is kept in the front or rear gardens, where applicable, other than in any refuse storage facilities provided. The Tenant must also ensure that any kinds of refuse/rubbish the local authority does not routinely collect (e.g. large items or hazardous waste) are disposed of responsibly and safely. Should the Landlord have to arrange for any refuse/rubbish to be removed during the course of the Tenancy the Tenant must reimburse the Landlord or his Agent the full cost of having the items removed within 7 days of a written demand being sent
- 2.48** Not affix place or stand any picture placard poster or similar item upon in or against any wall and shall not pierce nail pin screw peg or bolt into any walls or ceilings
- 2.49** Procure that at all times during the tenancy there is a current valid television licence in force in respect of any television in the Property whether belonging to the Landlord or the Tenant

- 2.50** Not to park or allow any visitors to park any motor vehicles or any description anywhere on the Property other than in the designated parking bay(s) (If applicable)
- 2.51** Not to invite the public generally or any specified section of it to come to the Property or to use it for the purpose to attract casual callers
- 2.52** Not to use the Property or any part thereof or allow anyone else to carry out from the Property any activities that are dangerous offensive noxious noxious noisome or illegal or which may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other property
- 2.53** Not to take or allow others to take any illegal substance on the Property
- 2.54** To take all reasonable precautions to prevent pest infestation of the Property and to pay for the cost of any pest control which may be necessary
- 2.55** To arrange an all risk insurance policy for all the Tenant's goods and personal effects and to keep same insured for the duration of the tenancy
- 2.56** Not to install a satellite dish or allow the installation of cable TV without the written consent of the Landlord
- 2.57** To pay all Council Tax due on the property
- 2.58** To notify the Landlord in writing within 7 days of any notice order or proposal affecting the Property served upon the Tenant by any local or any other competent authority or person
- 2.59** To pay the Landlord's reasonable costs in respect of any material breach by the Tenant of any covenant contained in this Agreement whether for the payment of rent or otherwise whatsoever and in the case of legal costs on an own indemnity basis
- 2.60** To pay for the preparation and completion of this Agreement including any stamp duly payable thereon as well as any costs in the preparation of any documents in relation to the renewal or extension of the tenancy
- 2.61** If the Tenant or their appointed Agent shall not keep an appointment made by the Landlord or the Landlord's Agent to check the said inventory at the end of the term to pay the additional cost incurred by the Landlord in making and attending a second appointment to check the said inventory and if the Tenant or his appointed Agent shall fail to keep such second appointment the Landlord may assess the amount owing by the Tenant without further reference to the Tenant
- 2.62** If the Tenant being an individual becomes unemployed or changes employment at any time during the Tenancy then in such event the Tenant undertakes to advise or provide the Agent in writing with the name and address of their new employer

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- 2.63 Perform and observe at all time during the tenancy the Lessees or Tenant covenants (other than the covenants as to payment or rent and service charges) and the conditions and stipulations contained in the Lease under which the Landlord holds the property insofar as such performance and observance is not the sole responsibility of the Landlord under the terms thereof and indemnify the Landlord from and against all actions costs claims and demands arising out of any breach or non-observance or non-performance thereof so far as aforesaid provided always that the covenants conditions and stipulations aforesaid shall not operate so as to confer upon the Tenancy any right power or privilege which is not expressly granted by this Agreement
- 2.64 Not do any act matter or thing which under the terms of the said Superior Lease requires the approval of the Superior Landlord without obtaining such approval in addition to any approval of the Landlord required by the terms of this Agreement in all cases at the Tenants own expense whether or not such approvals are granted
- 2.65 To pay for all electric lights and power which shall be consumed or supplied on or to the Property

**LANDLORD'S
OBLIGATIONS**

THE LANDLORD AGREES WITH THE TENANT AS FOLLOWS:

- 3.0 To produce a copy of the Head Lease if requested
- 3.1 Pay the rent reserved by the said Head Lease (if applicable) and observe and perform the terms and conditions thereof so far as it is not the Tenant's responsibility so to do pursuant to the terms hereof and to pay all outgoings in respect of the Property
- 3.2 To insure or if the said Head Lease provides for the Superior Landlord to insure to endeavour to procure the insurance of the Property and the said furniture fixtures and effects with a reputable company and to keep the same insured during the period of the tenancy against loss or damage by fire and such other risks as are normally covered by a comprehensive insurance policy
- 3.3 To keep in repair and property working order the installations contained in the Property for the supply of water electricity, gas and heating and all mechanical and electrical items including household appliances save and except for any radio or television included in the said furniture equipment and effects as specified in the inventory (except in the case of misuse by the Tenant)
- 3.4 To keep in repair the premises and Landlord's fixtures furniture and effects save in respect of any damage or dilapidations which are the Tenant's responsibility under the terms of this Agreement
- 3.5 In the event that the premises or any part thereof or the access thereto shall be destroyed or damaged so that the premises are rendered inaccessible unfit for occupation or use then unless resulting from some act or default on the part of the Tenant in consequence thereof payment of any insurance monies shall be refused the Tenant may by written notice terminate the tenancy forthwith and in the event that it does not do so the rent hereby reserved or a fair proportion thereof according to the nature or damage sustained shall be suspended until the premises shall again be fit for occupation or use and any such rent paid in advance shall be returned to the Tenant the amount in case of dispute to be settled by arbitration

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- 3.6 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 tenancy without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- 3.7 To be responsible for the making of a fully comprehensive inventory on the Property and for the costs thereof provided that the Tenant will be responsible for any costs which the Tenant incurs for the checking of the inventory at the commencement and termination of the term
- 3.8 If the said inventory has not been prepared and signed by the parties hereto prior to the date hereof the Landlord shall provide an inventory to the Tenant within one week of the commencement of the tenancy and the Tenant shall sign and return a copy thereof to the Landlord or the Agent within three days of receipt of same. If the Tenant shall not return such a signed copy within such period (of which time shall be of the essence) the Tenant shall be deemed to have accepted the inventory as prepared unless within such period he notifies his objections to the same in writing to the Landlord or the Agent
- 3.9 To ensure that any appliance and installation in the premises is maintained in accordance with the Safety (Installation and Use) Regulations 1994 (as amended) and to make available for inspection by the Tenant a record of the dates of inspection the defects identified and any remedial action taken
- 3.10 That all electrical equipment and wiring within the Property complies with the Electrical Equipment (Safety) Regulations 1994
- 3.11 That the furniture complies with the requirements of the Furniture and Furnishings (Fire (Safety) Regulations 1988 (as amended)

**THE LANDLORD
WARRANTS**

- 4.1 That the Landlord is the sole owner of the Leasehold/Freehold interest in the Property and that all consents necessary to enter into this Agreement have been obtained
- 4.2 To pay the mortgage payments (if applicable) to any mortgagee of the Property and comply with the other covenants on part of the borrower or as set out in any mortgage of the Property and to indemnify the Tenant in respect of any losses costs or expenses arising out of any non-compliance

**PROVISO FOR
RE-ENTRY**

IF ANY OF THE FOLLOWING EVENTS SHALL OCCUR

- 5.0 The Landlord may re-enter the property and immediately thereupon the tenancy shall absolutely determine without prejudice to any other remedy of the Landlord (subject to statutory restrictions on his powers to do so)
- 5.1 If the rent or any instalment or part thereof shall be in arrears or unpaid for at least 10 days after the same shall have become due (whether legally demanded or not) or
- 5.2 In the event there is any material breach non-observance or non-performance by the Tenant of any covenant or other term of this agreement or

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- 5.3 If the Property shall be left vacant or unoccupied without giving written notice as provided in Clause 2.26 or
- 5.4 If the Tenant being an individual shall become bankrupt or if the Tenant shall enter into any composition with its creditors or suffer any distress on its goods in the Property the Landlord may re-enter the Property after having obtained Court Order and upon such re-entry the tenancy shall absolutely determine but without prejudice to any claim which the Landlord may have against the Tenant in respect of any antecedent breach of any covenant or other term of this agreement
- 5.5 If any rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid within seven days of the day on which it became due the same shall be payable with interest thereon at the rate of three per cent per annum above the base minimum lending rate of The Bank of England for the time being in force calculated on a day to day basis from the day upon which it became due to the date of payment
- 5.6 Any person other than the Tenant who pays the rent due hereunder or any part hereof to the Landlord or the Agent shall be deemed to have made such payment as agent for and on behalf of the Tenant and the Landlord or the Agent shall be entitled to assume without enquiry

**TERMINATION/
CONTINUATION
CONDITIONS**

- 6.0 If either the Landlord or Tenant shall desire to determine the tenancy hereby created at or at any time after the initial six month period they shall give the other no less than two months previous notice in writing of such desire and shall up to the time of such determination pay the rent and observe and perform the agreements and obligations herein contained then immediately upon expiration of such notice the present tenancy and everything contained herein shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation

DEPOSIT

- 7.1 The Deposit Protection Service shall hold the deposit herein, if taken, before referred to throughout the term of the tenancy hereby created as security for compliance by the Tenant with the obligations of the Tenant under this Agreement and the payment holding and use of the same shall be without prejudice to any other rights and remedies of the Landlord whether expressed or implied
- 7.2 If recourse shall be had to the deposit during the tenancy for non payment of rent the Tenant shall forthwith on demand by way of additional rent pay to the Landlord such amount as shall be required to restore the amount of the deposit to the sum hereinbefore specified

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- 7.3 As soon as practicable after the end or earlier termination determination of the tenancy (however the same may be determined) the Landlord shall retain (and account to the Tenant for) such part of the deposit as the Landlord shall reasonably deem necessary to enable the Landlord as at the date of such determination to make good any breach or non-compliance by the Tenant with its obligations hereunder and to pay as compensation all costs charges and reasonable expenses incurred in connection therewith including (but non limited to) loss of rent at the same rate as the tenancy as is reasonably required by the Landlord to effect such repairs or renewals as are necessary to reinstate the Property fixtures fittings or furniture to such condition as they would have been had the Tenant fully complied with its obligations under this Agreement whether or not the Landlord intended to re-let the Property following termination of this tenancy and shall account to all tenant for any balance of such sum within 28 days. If the deposit shall be insufficient for the purpose aforesaid the Tenant shall pay to the Landlord forthwith on demand such further sum as shall in the opinion of the Landlord be reasonably required for such purposes
- 7.4 Any dispute between the Landlord and the Tenant arising out of any schedule of dilapidations shall be referred for arbitration and the findings of the arbitrator shall be final and binding on both parties. The cost of arbitration to be shared equally between Landlord and Tenant

NOTICES

- 8.1 Notice is hereby given to the Tenant pursuant to Section 48 of the Landlord and Tenant Act 1987 and is acknowledged by the Tenant that the Landlord's address in England and Wales at which Notices (including Notices in proceedings) may be served on the Landlord by the Tenant is **FYRECROFT ESTATES LIMITED, 3 HAMPSTEAD WEST, 224 IVERSON ROAD, LONDON NW6 2HX**
- 8.2 Any Notice to the Tenant shall be deemed sufficiently served if delivered in person or it is sent by recorded delivery to the Property and shall be deemed to be received 48 hours after posting

HOUSING ACT 1988

- 9 This Tenancy Agreement shall take effect subject to the provisions of Section 32 of the Housing Act 1961 if applicable to the Tenancy as re-enacted by Section 11 of the Landlord and Tenant Act 1985 and as further amended by Section 116 of the Housing Act 1988
- 10 If the tenant is an individual who does not ordinarily reside in England then for the avoidance of doubt this Tenancy Agreement and all rights and obligations shall be governed by English Law and any proceedings in relation to this Tenancy may be brought in the English Courts to the jurisdiction of which the Parties shall submit

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