

HORIZON PROPERTIES

WRITTEN STATEMENT OF A FIXED TERM STANDARD OCCUPATION CONTRACT

PART 1 FIXED TERM STANDARD OCCUPATION CONTRACT – EXPLANATORY INFORMATION FOR *occupation contract you have made under the Renting Homes (Wales) Act 2016 The contract is between you, as the “**contract-holder**”, and the “**landlord**”. the term “**landlord**” is used, it can also refer to persons or parties authorised or instructed to act on the landlord’s behalf, such as the **managing agent**. Your landlord must give you **this** written statement, free of charge, within 14 days of the “**occupation date**” (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day’s rent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount). **The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future. The terms of your contract consist of:***

key matters – that is, the **address of the dwelling, the occupation date, the amount of rent (or other consideration) and the rental period** (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly, quarterly), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract, set out in regulations made by the Welsh Ministers. Some cannot be changed and must reflect the wording in the Act. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms –provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term. Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. The terms of your contract may also include **additional terms** – these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term. Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you. An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation. Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed. Your contract is a fixed term standard contract, which means that it initially lasts for a specified period agreed between you and the landlord. It also means that you cannot be evicted without a court order unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied — a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you, b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months’ rent is unpaid), or c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you. You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die. You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling. You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse). If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts. If you have any questions about this contract, you may find the answer on the Welsh Government’s website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice) or independent legal advisors.

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

POTENTIAL PERIODIC STANDARD OCCUPATION CONTRACT Except where you and the landlord have made a new occupation contract in relation to the same dwelling which has an occupation date falling immediately after the fixed term contract ends, if you remain in occupation of the dwelling after the end of this fixed term occupation contract, you and the landlord are to be treated as having made a new periodic standard occupation contract in relation to the dwelling. The potential periodic standard occupation contract will have an occupation date falling immediately after the end of the fixed term and has rental periods that are the same as those for which rent was last payable under the fixed term occupation contract. Terms with (PPC) added will only apply to the potential periodic standard occupation contract and **do not apply to the fixed term occupation contract**. Terms with (FT) added will only apply to the fixed term occupation contract and do not apply to the potential periodic standard occupation contract. Where (PPC) or (FT) is not added, the term applies to both the fixed term occupation contract and to the potential new periodic standard occupation contract. Where a periodic standard occupation contract is created, it means that it continues from one rental period to the next (typically from month to month or every three months). It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied — a) you were given at least six months' notice (under term 79 of this contract) that you must give up possession and that the notice was not issued in the first six months following the occupation date and no other restrictions on the giving of a notice applied, including the restrictions set out in sections 75 and 98 of the Housing Act 2004 and section 44 of the Housing (Wales) Act 2014. b) you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you, c) you are seriously in arrears with your rent, and it is reasonable to evict you.

PART 2

THIS IS YOUR FIXED TERM STANDARD OCCUPATION CONTRACT

KEY MATTERS

This fixed term standard contract gives you a right to occupy the dwelling for the term set out below. The key matters and information are set out below. **Date:**

LANDLORD or AGENT

HORIZON PROPERTIES

and: CONTRACT-HOLDER(S) NAMES

It relates to:

PROPERTY ADDRESS (the dwelling)

RENT

£ – LAST MONTHS RENT PAID IN ADVANCE – WHICH INCLUDES YOUR RESERVATION FEE.

RENT PAID IN ADVANCE COVERS YOUR FINAL MONTH - - NO DEPOSIT TAKEN

£RESERVATION PAID & REMAINING £ PAID = THE ABOVE

RENT due below per **quarter** payable in advance by payments on the day, and on the dates

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by bank transfer to: OUR ACCOUNT

CONTRACT HOLDER INITIAL(S):

CONTRACT HOLDER SIGNATURE(S):

DATE:

LANDLORD INITIALS:

LANDLORD SIGNATURE:

The occupation dates

fixed term standard contract will commence on:

fixed term standard contract will end on:

You have not paid a deposit therefore it cannot be protected.

You can contact the landlord via Horizon Properties using the following contact details: Horizon properties ,22 Senghennydd road Cathays Cardiff CF244BE PHONE 02920 342299, EMAIL enquiries@horizonproperties.org.uk To report maintenance issues, please e-mail maintenance@horizonproperties.org.uk

CONTRACT HOLDER SIGN BELOW THAT THEY AGREE TO ABOVE

LANDORD SIGN BELOW

FORM RHW2 - NOTICE OF LANDLORDS ADDRESS

This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.

Part A: Landlord	Part B: Contract-Holder(s)
Name: <i>Horizon Properties</i>	Name(S):
Address: <i>22 Senghennydd Road, Cathays, Cardiff, CF24 4BE</i>	

Part C: Dwelling
Address:

Part D: Notice of Landlord's Address
Address: <i>22 Senghennydd Road, Cathays, Cardiff, CF24 4BE</i>
<i>This is the address to which you, the contract holder(s), may send documents that are intended for the landlord.</i>

Part E: Signature
Signed by, or on behalf of, the landlord: Date:

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

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STATEMENT OF VARIATION OF OCCUPATION CONTRACT

Renting Homes (Wales) Act 2016

Gitto Estates ta Horizon properties

Rent Smart Wales Licence No: LR-53063-31392

22 Senghenydd Road Cardiff CF244BE

Telephone 02920 342299

enquiries@horizonproperties.org.uk

IMPORTANT NOTICE

This is a formal Statement of Variation issued under the Renting Homes (Wales) Act 2016 and the Renting Homes (Miscellaneous Amendments) (Wales) Regulations 2026.

This notice confirms that the Occupation Contract relating to the dwelling identified below has been varied to incorporate new Fundamental Terms introduced by Welsh Government with effect from **1 June 2026**.

Property Details

Property Address:

Contract Holder(s):

Landlord & Agent Details

Gitto Estates ta Horizon properties

22 Senghenydd Road Cardiff CF244BE

EFFECTIVE DATE OF VARIATION

The variation takes effect from:

1 June 2026

NEW FUNDAMENTAL TERMS

1. Protection Against Discrimination Relating to Children

The Contract Holders may permit a person under the age of 18 years to live in or visit the dwelling. The Landlord must not interfere with or restrict the exercise of this right unless such interference or restriction is a proportionate means of achieving a legitimate aim.

No policy, term, practice or decision shall be applied in a discriminatory manner solely because the Contract Holder has children residing in or visiting the dwelling.

2. Protection Against Discrimination Relating to Benefit Status

CONTRACT HOLDER INITIAL(S):	LANDLORD INITIALS:
CONTRACT HOLDER SIGNATURE(S):	LANDLORD SIGNATURE:
DATE:	

The Landlord must not prohibit the Contract Holder from claiming welfare benefits or receiving housing-related benefits. Or restrict, or refuse to continue the occupation contract except where permitted by law.

3.pets and animals

We treat all contract holders fairly and recognize the benefits pets may bring to households, however due to the landlord suffering from an extremely severe pet allergy no pet ,animal ,reptile ,bird or similar creature may be kept ,housed ,boarded or regularly accommodated at the property. Consent is highly likely to be refused due to the landlords health issues

CONTINUATION OF EXISTING TERMS

Except for the variations detailed within this Statement, all existing terms and conditions of the Occupation Contract remain unchanged and continue in full force and effect.

Where any existing term conflicts with the new Fundamental Terms inserted by this variation, the Fundamental Terms shall take precedence.

LANDLORD / AGENT CERTIFICATION

I certify that this Statement of Variation has been provided in accordance with the Renting Homes (Wales) Act 2016 and applicable Welsh Government Regulations.

Signed: _____

Name: _____

For and on behalf of: _____

Date: _____

CERTIFICATE OF SERVICE

Property Address:

Contract Holder(s):

I certify that this Statement of Variation was served on the Contract Holder(s) on:

Date of Service: _____

Method of Service

☐ Hand Delivered

☐ First Class Post

☐ Recorded Delivery

☐ Email (where agreed in writing)

☐ Other: _____

Served By:

Name: _____

Position: _____

Signature: _____

Date: _____

DATA PROTECTION

Personal information contained within this notice will be processed in accordance with applicable UK GDPR and Data Protection legislation and solely for the purposes of administering the Occupation Contract and complying with legal obligations.

Issued by:

PART 3 FIXED TERM STANDARD CONTRACT – FUNDAMENTAL, SUPPLEMENTARY, ADDITIONAL AND POTENTIAL PERIODIC TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part

TERMS Rent and other charges Receipt of rent or other consideration (S) 1. Within 14 days of a request from you, the landlord must provide you with receipt of any rent under the contract If requested. Periods when the dwelling is unfit for human habitation (S) 2. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation. The landlord must ensure the dwelling is always fit for human habitation. The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 prescribes the matters and circumstances to which regard must be had when determining whether the dwelling is fit for human habitation. Many of the matters and circumstances are subjective, particularly as the Regulations are in their infancy. It is expected that you and the landlord will be able to deem whether the dwelling is fit for habitation, but where there is a dispute, it will be determined by the courts. The courts have published a Protocol which they expect prospective parties in a housing disrepair claim to follow prior to the start of proceedings. If a claim proceeds to litigation, the court will expect all parties to have complied with the Protocol as far as possible. The court has the power to order parties who have unreasonably failed to comply with the Protocol to pay costs or to be subject to other sanctions. Where all or part the dwelling is deemed unfit for human habitation by agreement or by the aforementioned authorities, you are not required to pay the equivalent sum of rent for the portion of the dwelling that is deemed unfit. If the landlord is liable to pay you compensation under section 87 of the Act ("Compensation for failures relating to provision of written statements etc"), you may set off that liability against rent. The landlord may not require security (which includes a deposit) to be given in any form other than — a) money, or b) a guarantee. Requirement to use a deposit scheme. Prohibited conduct Anti-social behaviour and other prohibited conduct. (You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) — a) to live in the dwelling subject to this contract, or b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract. (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity — a) in the dwelling subject to this contract, or b) in the locality of that dwelling. (3) You must not engage or threaten to engage in conduct — a) capable of causing nuisance or annoyance to — the landlord, or a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects the landlord's housing management functions. You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes. You must not, by any act or omission — allow, incite or encourage any person who is living in or visiting the dwelling to act or allow, incite or encourage any person to act as mentioned in this document. Control of the dwelling Use of the dwelling by the contract-holder. You must not carry on or permit any trade or business at the dwelling without the landlord's consent. You must not allow paid guests to reside at the dwelling. Permitted occupiers who are not lodgers or sub-holders. You may not permit persons who are not lodgers or sub-holders to live in the dwelling as a home. Right to occupy without interference from the landlord. The landlord may not, by any act or omission, interfere with your right to occupy the dwelling. The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract. The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act). The landlord is to be treated as having interfered with your right if a person who —acts on behalf of the landlord, or has an interest in the dwelling, or part of it, that is superior to the landlord's interest, interferes with your right by any lawful act or omission. Landlord's right to enter the dwelling — Repairs The landlord may enter the dwelling at any reasonable time for the purpose of —

inspecting its condition and state of repair or carrying out works or repairs needed in order to comply with the obligations set out in terms of this contract. Except where you report the need for a repair and indicate you would like said repair to be dealt with sooner, the landlord must give at least 24 hours' notice to you before exercising that right. the dwelling forms part only of a building, and in order to comply with the obligations set out in the landlord needs to carry out works or repairs in another part of the building. (The landlord is not liable for failing to comply with the obligations, if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs and was unable to obtain such rights after making a reasonable effort to do so. Landlord's right to enter the dwelling — repairs to fixtures and fittings. In circumstances where you have not undertaken the repairs that are your responsibility in accordance with this agreement the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory or replacing them. (2 But the landlord must give you at least 24 hours' notice before entering the dwelling. Landlord's right to enter the dwelling — Emergencies - In the event of an emergency which results in the landlord needing to enter the dwelling

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DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

without notice, you must give the landlord immediate access to the dwelling. If you do not provide access immediately, the landlord may enter the dwelling without your permission. If the landlord enters the dwelling in accordance the term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry. an emergency includes — something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and or something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling. Care of the dwelling – contract-holder’s responsibilities

Duty to take care of the dwelling. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must — take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory or provided by the landlord, not remove any fixtures and fittings or any items listed in the inventory or provided by the landlord from the dwelling without the consent of the landlord, keep the dwelling in a state of reasonable decorative order, and in at least as good and clean condition and repair as it was at the occupation date, and not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling. not store bicycles within the dwelling or any communal passageway. Obstructions to fire exits, including by bicycles, will immediately be removed by the landlord and may left outside the dwelling at your own risk, and not conduct activities that represent an increased risk of fire are strictly prohibited. This includes, but is not limited to, the use of deep fat fryers and smoking. You must not smoke or permit any guest or visitor to smoke tobacco or any other substance in the property unless the landlord has provided written consent.

Duty to notify landlord of defect or disrepair You must notify the landlord as soon as reasonably practicable of any fault, defect, damage, or disrepair which you reasonably believe is the landlord’s responsibility. Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord’s responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them. Failure to do so may result in the landlord carrying out said repairs; the cost of which you will be required to pay immediately. The circumstances in which paragraph of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier or any person visiting the dwelling.

Care of the dwelling – landlord’s obligations Landlord’s obligation: fitness for human habitation. the landlord must ensure that the dwelling is fit for human habitation — on the occupation date of this contract, and for the duration of this contract. The reference to the dwelling of this term includes, if the dwelling form’s part only of a building, the structure and exterior of the building and the common parts. Landlord’s obligation to keep a dwelling in repair the landlord must keep in repair the structure and exterior of the dwelling including drains, gutters and external pipes, and keep in repair and proper working order the service installations in the dwelling. If the dwelling forms part only of a building, the landlord must — keep in repair the structure and exterior of any other part of the building including drains, gutters and external pipes in which the landlord has an estate or interest, and keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either — forms part of any part of the building in which the landlord has an estate or interest, or is owned by the landlord or is under the landlord’s control. The standard of repair required of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home. service installation means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water. Further landlord obligations in relation to the contract. The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord’s obligations. The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord’s obligations under terms. Limits on landlord obligations in relation to not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense. The landlord’s obligations do not require the landlord — to keep in repair anything which you are entitled to remove from the dwelling, or to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause. If the dwelling forms part only of a building, the landlord’s obligation does not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause. Relevant causes of this term are firestorm, flood or other inevitable accident. - does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of the dwelling, or the common parts that you are entitled to use under this contract. Limits on landlord obligations in relation to contract holder’s fault does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling. The landlord is not obliged to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling. “Lack of care” means a failure to take proper care — of the dwelling, or if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract. Limits on landlord obligations. The landlord’s obligations do not arise until the landlord **(or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.** The landlord complies with the obligations, if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary. the landlord (the “old landlord”) transfers the old landlord’s interest in the dwelling to another person (the “new landlord”), and the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before. Rights of permitted occupiers A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract. Making changes to the dwelling or utilities Changes to the dwelling (S) 22. You must not make any alteration to the dwelling without the consent of the landlord “alteration” includes — a) any addition to or alteration of the fixtures and fittings in the dwelling, b) the erection of an aerial or satellite dish, c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and d) the carrying out of external decoration to the dwelling. Changes to the provision of utilities to the dwelling (S) 23. You may change any of the suppliers to the dwelling of — a) electricity, gas, or other fuel or water (including sewerage) services; b) telephone,

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 CONTRACT HOLDER SIGNATURE(S):
 DATE:

LANDLORD INITIALS:
 LANDLORD SIGNATURE:

internet, cable television or satellite television services. You must inform the landlord as soon as reasonably practicable of any changes made. Unless the landlord consents, you must not — a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date; b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling. means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water. Security and safety of the dwelling: contract-holder's responsibilities Security of the dwelling – unoccupied periods (S) 24. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable. Security of the dwelling – locks (S) 25. (1) You must take reasonable steps to ensure the dwelling is secure. When leaving the dwelling unoccupied for any period of time, you must properly secure all locks and bolts on the doors, windows and other openings.

A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except — in a way permitted by this contract, or in accordance with a family property order. If you do anything in breach of contract of this term, or a joint contract-holder does anything in breach of contract — the transaction is not binding on the landlord, and you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord). "Dealing" includes — a) creating a fixed term contractual agreement or creating a licence which confers the right to occupy the dwelling; transferring; mortgaging or otherwise charging. Permitting lodgers (S) 27. You must not allow persons to live in the dwelling as lodgers without the landlord's consent

Provisions about joint contract-holders Adding a joint contract-holder You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract. If a person is made a joint contract holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract holder. Joint contract-holder ceasing to be a party to a contract If a joint contract holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are — fully entitled to all the rights under this contract, and liable to perform fully every obligation owed to the landlord under this contract. The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract. Nothing in this contract removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract. This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract. Termination of contract – general Permissible termination etc. This contract may be ended only in accordance with the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 30 to 33, terms 36 to 46 and term 54, or b) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act, or other terms included in this contract in accordance with Part 9 these terms are 30 to 33, terms 36 to 45, term 54 and terms 74 to 95. c) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers. (2) Nothing in this term affects — a) any right of the landlord or contract-holder to rescind the contract, or b) the operation of the law of frustration. Termination by agreement (F+) 31. (1) If the landlord and you agree to end this contract, this contract ends — a) when you give up possession of the dwelling in accordance what you agree with the landlord, or b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract. (2) An occupation contract is a substitute contract if — a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and b) you were also the contract-holder under the original contract. Repudiatory breach by landlord (F+) 32. If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling. Death of a sole contract-holder. If you are a sole contract-holder, this contract ends — a) one month after your death, or b) if earlier, when the landlord is given notice of your death by the authorised persons.

(2) The authorised persons are — your personal representatives, or the permitted occupiers of the dwelling aged 18 and over (if any) acting together. The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you. The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person. If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends — a) when the order ceases to have effect, or b) if later, at the time the contract would end under the paragraph (1) of this term. Contract-holders' obligations at the end of the contract (S) 34. When you vacate the dwelling at the end of this contract, you must — a) remove from the dwelling all property belonging — (i) to you, or (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling, b) return any property belonging to the landlord to the position that property was in on the occupation date, and c) return to the landlord all keys and fobs which enable access to the dwelling and its internal spaces, as well as any parking permits, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling, and d) Subject to fair wear and tear, return the dwelling's contents, including all fixtures, fittings and items of furniture listed in the inventory or provided by the landlord, in as clean and operable state as at the occupation date. Repayment of rent or other consideration (S) 35. The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends. Termination by contract-holder Early termination by contract-holder (F+) 36. (1) You may end this contract at any time before the earlier of — a) the landlord giving you a written statement of this contract under term 49(1), or b) the occupation date. For the sake of clarity, once the written statement of this contract has been given to you by the landlord under term 49(1), you may not end this contract early. It is important that you acknowledge this is a fixed term contract and you are liable to pay rent for the whole fixed term stated in fundamental terms.

CONTRACT HOLDER INITIAL(S):
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DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

Termination of the contract with joint contract-holders. If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders. Termination by the landlord: possession claims and possession notices.

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 40 to 45 and 54. The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 5 of Part 9 of the Act which are set out in terms 40 to 45, 54 and terms 77 to 95. Possession notices apply in relation to a possession notice which a landlord is required to give to you under any of the following terms before making a possession claim — term 41 (in relation to a breach of contract by a contract-holder); term 43 (in relation to estate management grounds); term 45 (in relation to serious rent arrears); term 78 (in relation to a contract-holder's notice). The notice must (in addition to specifying the ground on which the claim will be made) — estate the landlord's intention to make a possession claim, give particulars of the ground for seeking possession, and state the date after which the landlord is able to make a possession claim. Termination by the landlord: grounds for making a possession claim Breach of contract If you breach this contract, the landlord may on that ground make a possession claim. (Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act). Restrictions on making a possession claim in relation to a breach of contract. Before making a possession claim on the ground in term 40, the landlord must give you a possession notice specifying that ground. The landlord may make a possession claim in reliance on a breach of term 6 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term. (3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term. In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice. Estate management grounds. The landlord may make a possession claim on one or more of the estate management grounds. The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract. Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless — it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect). If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling

(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground). Restrictions on making a possession claim under term 42 (estate management grounds) (F+) 43. (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground. (2) The landlord may not make the claim — a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or b) after the end of the period of six months starting with that day. (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met. (4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) — a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract holder's death, or b) after the end of the period of twelve months starting with that day. (5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended. Serious rent arrears (F+) 44. (1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim. (2) You are seriously in arrears with your rent — a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid; b) where the rental period is a month, if at least two months' rent is unpaid; c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears; d) where the rental period is a year, if at least 2va the rent is more than three months in arrears. (3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you — a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and b) are seriously in arrears with your rent on the day on which the court hears the possession claim. Restrictions on making a possession claim under term 44 (serious rent arrears) 45. (1) Before making a possession claim on the ground in term 44, the landlord must give you a possession notice specifying that ground. The landlord may not make the claim — before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or b) after the end of the period of six months starting with that day. Court's Order for possession Effect of order for possession. If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends — f you give up possession of the dwelling on or before that date, on that date, b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed. it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract. This contract ends immediately before the occupation date of the new

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

contract. Variation (F – except 47. (1) This contract may not be varied except — by agreement between you and the landlord, or b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers. (2) A variation of this contract (other than by or as a result of an enactment must be in accordance with term 48. Limitation on variation the fundamental terms of this contract set this term, may not be varied except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers). The fundamental terms to which this term applies are — term 6 (anti-social behaviour and other prohibited conduct), term 29 (joint contract-holder ceasing to be a party to the occupation contract), term 30 (permissible termination), term 33 (death of sole contract-holder), term 38 (possession claims), term 47(1) and , this term, term 54 (false statement inducing - landlord to make contract to be treated as breach of conduct), and terms 87 to 95 (further restrictions on giving landlord's notice under term 79). A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect — a) unless as a result of the variation — (i) the fundamental provision which the term incorporates is incorporated without modification, or (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved; b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term. (4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility). (5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information Written statements the landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date. If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with— the day on which the identity of the contract-holder changes, or if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed. landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term. You may request a further written statement of this contract at any time. The landlord may charge a reasonable fee of £50 (plus VAT if applicable) for providing a further written statement. If this contract is signed in person as opposed to electronically, a physical copy of the completed document has been provided to you on the day of signing. The landlord must give you the further written statement before the end of the period of 14 days starting with — the day of the request, or if the landlord charges a fee, the day on which you pay the fee. Written statement of variation If this contract is varied the landlord must, before the end of the relevant period, give you — a written statement of the term or terms varied, or a written statement of this contract as varied, unless the landlord has given notice of the variation in accordance with term 70 (variation of rent), or term 71 to (variation of other consideration). The relevant period is the period of 14 days starting with the day on which this contract is varied. The landlord may not charge a fee for providing a written statement under paragraph (1) of this term. Provision of information by landlord about the landlord the landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord. If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord. If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address. Compensation for breach of term 51. If the landlord fails to comply with an obligation under term 51, the landlord is liable to pay you compensation under section 87 of the Act ("Compensation for failures relating to provision of written statements etc"). (2) The compensation is payable in respect of the relevant date and every day after the relevant date until — a) the day on which the landlord gives the notice in question, or b) if earlier, the last day of the period of two months starting with the relevant date. (3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term. (4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day. (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice. Inventory (S) 53. (1) The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 49 14 days from the date on which you collect the keys to the dwelling on a permanent basis. The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe or visually show their condition as at the occupation date on which you collect the keys to the dwelling on a permanent basis. (3) If you disagree with the information within the inventory, you may provide comments to the landlord. Where no comments are received by the landlord within 14 days, the inventory is deemed accurate other matters False statement inducing landlord to make contract to be treated as breach of conduct. If the landlord is induced to make this contract by means of a relevant false statement — you are to be treated as being in breach of this contract, and b) the landlord may accordingly make a possession claim on the ground in term 40 (breach of contract). (2) A relevant false statement is one which if it is made knowingly or recklessly by — you, or another person acting at your instigation. Forms of notices etc. Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing, either sent via the post with official receipt of postage or sent electronically. Notices, statements, and documents intended for the landlord must be sent using the contact information contained within term 57. Notices, statements, and documents intended for you will be sent via the post (as one single letter addressed to all contract-holders or as multiple letters addressed to each contract-holder) or electronically using an e-mail address you have previously provided or have initiated contact with. For the avoidance of doubt, you consent to this written statement and

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

all subsequent written statements (fixed-term, periodic or otherwise) being sent electronically in the way(s) described within this term. Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act. Passing notices etc. to the landlord (S) 56. You must — a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and b) as soon as is reasonably practicable Within seven days of receipt, give the original copies a copy (or the original if requested) of any such notices, orders, or other documents to the landlord. Documents, statements, notices, orders and other documents intended for the landlord (A) 57. Section 39(1) of the Act requires the landlord to provide you with an address to which documents, statements, notices, orders and other documents intended for the landlord or any new landlord may be sent. These may be sent to horizon properties, 22 Senghennydd road Cathays Cardiff CF244BE with official receipt of postage or electronically to ENQUIRIES@HORIZONPROPERTIES.ORG.UK. Occupation of the dwelling. You must occupy the dwelling as your only or principal home during the term of the contract. Where there are joint contract-holders, at least one of you must occupy the dwelling as your only or principal home during the term of the contract. Unless otherwise stated within this contract, at the end of this contract or any subsequent fixed-term or periodic contract, you must close your accounts with the local authority for council and any gas, electricity and water provider, and issue proof to the landlord that the accounts have been paid in full up to the end of said contract. (4) Where you breach a term of this contract, you agree to compensate the landlord by paying the cost of any remedial work or action required to make good the effects of the breach. Pets and animals 61. You must not keep any pets, animals, or other living creatures at the dwelling without the landlord's written consent. Such consent, if ever granted, can be revoked by the landlord with reasonable grounds. Superior leases and block management. Where the landlord is required to comply with terms of a superior lease or the dwelling is part of a block of flats, development or similar, and the collective group of dwellings is managed by a Block Manager, you must observe and comply with the superior lease and the Block Manager's requirements. Viewings for prospective new occupants, contract-holders or landlords. You will permit the landlord, or any person authorised by the landlord to enter and view the dwelling with prospective new occupants, contract holders or landlords between the hours of 10am and 8pm, having first received a reasonable period of notice via one of telephone, e-mail or SMS. The landlord will consider reasonable requests from you to rearrange these viewing appointments. Call-outs to the dwelling. Where it is observed that the dwelling is not being kept in accordance with term 13, the landlord reserves the right to instruct a clean at your immediate expense. Should the dwelling attract pests as a result of the way you are keeping the dwelling, you will also be liable for the cost of any pest control services required. Use of contract-holder personal data and consent.

On the start date of your contract your property will be handed over to you professionally cleaned on the end date of your contract it is to be returned to us professionally cleaned with proof of receipt. In order to fulfil the terms of this contract, especially in ensuring repairs are completed swiftly, it is essential – where needed – that your landlord shares your contact information with authorised contractors, so they can liaise with you for access to the property. Your landlord has a legal obligation under the Flood and Water Management Act 2010 and the Water Industry Act 1991 to inform the water board of who is occupying the property, so will share your personal data in order to comply with these laws. As a legitimate interest to all parties, it may also be necessary to provide the local authority and/or utility providers with your contract and contact information, if they request details on who is/was in occupation of the dwelling., you consent to allow your landlord to discuss your account with the local authority.

Documents made available to the contract-holder

You confirm that the following documents (if applicable) have been made available to you to view prior to receiving this contract: a)

Energy Performance Certificate (EPC): gov.uk/find-energy-certificate

b) Gas safety certificate

c) Electrical Installation Condition Report (EICR) d) waste collection information,

e) contract holder guide

Contract-holder payments in default

. In accordance with the Renting Homes (Fees Etc.) (Wales) Act 2019, the following charges will be applied to you during the contract: a) £25 inc VAT should the landlord write to you as a result of a direct breach of any of the terms of the contract by you, such as avoidable, purposeful or neglectful damage to the dwelling. b) Late rent, a daily charge equivalent to the Bank of England base rate + 3% will be applied to overdue rent payments. c) Should the standing order/payment arranged and set up as agreed in this contractual agreement to be cancelled and the rent not paid as agreed on the correct dates as stated, there is a charge for breach of contract of £200. d) Should you wish to end the contract before the end of the fixed-term and the landlord or Horizon properties is required to find a replacement contract-holder to fulfil the remainder of the term, a one-off charge of 60% of the total monthly rent will be applied and is payable before the dwelling is re-advertised. You remain fully responsible for all obligations under this contract until a new contract-holder has signed an occupation contract.

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

A charge equivalent to the cost of replacement keys/fobs/parking permits for the non-return of any keys/fobs/parking permits at the end of the contract or for the replacement of lost keys/fobs/parking permits during the course of the contract. £20 each time horizon properties or the landlord must write to you regarding unreturned keys/fobs issued on a temporary loan to you during the contract. £50 should you miss an appointment pre-arranged by the landlord, such as arranging to carry out remedial work or an inspection at the dwelling, and you subsequently refuse entry or aren't home to allow entry, resulting in charges to the landlord. £50 where the landlord arranges for somebody to attend the dwelling at your request, such as but not limited to a plumber, electrician, builder or glazier, when the need for a call-out was caused by you. You will also be liable to pay the relevant person's call-out, labour and materials charge(s). h) Should one or more, but not all, joint contract-holders wish to withdraw from this contract and end their obligations before the end of the fixed term, the landlord agrees providing the outgoing or remaining contract holder(s) source adequate replacement contract-holder(s) and pay the sum of £180 where up to two contract holders are named on this contract, plus £60 for every additional named contract holder on this contract. The adequacy of the replacement contract-holder(s) will be determined by the landlord. Funds due back to the contract-holder. Should there be any funds due back to you during or at the end of this contract or any subsequent fixed-term or periodic contract, and there are joint contract-holders, the landlord will pay these funds to the bank account details provided by the nominated contract-holder. The nominated contract-holder is the first contract-holder named within Part 2 of this contract. Requirements of the contract-holder. As a contract-holder, you are expected to carry out the duties in and around the dwelling that are reasonably expected of you. If you report an issue that you could have reasonably been expected to prevent or resolve yourself, and a callout to the dwelling is required, you will be liable to pay the call-out charge. This term lists a number of the duties that are deemed your responsibility, though the list is not exhaustive.

To prevent damage to the dwelling by frost or ice, you must take all reasonable precautions when cold to freezing temperatures are expected, such as leaving the heating system on a timer or a low setting in order to prevent pipes from freezing and potentially bursting.

To comply with gas safety-related regulations, ventilators provided to the dwelling should not be blocked and you must immediately report brown or sooty build-up any gas appliance to the landlord.

To prevent blockages to the drains, pipes, sinks, or baths, you must not dispose of sanitary products, food or hairs via sinks, toilets or external drains. In the event of a blockage, you must attempt to unblock sinks, toilets, and external drains by hand and, if required, by using bleach or specifically manufactured products. -blocked drains caused by contract holders will be charged for the call out

You must change all light bulbs and fluorescent tubes that have blown or ceased to operate, regardless of their height or type.

(5) You must test all smoke, heat and carbon monoxide alarms on a regular basis and replace batteries in smoke, heat and carbon monoxide alarms, as well as ovens of certain types, when needed. (6) If you experience no hot water or heating, you must check your boiler's pressure gauge and, if it indicates lower than 1.5 Bar, you must attempt to top-up the pressure to between 1 and 1.5 Bar. Instructions on how to do this can be found within the boiler manual .to prevent the build-up of mould forming as a result of condensation, you must ensure the property is kept well ventilated. In cold weather, the warmer the house, the less condensation will occur. Further preventative measures, such as keeping windows open when cooking and showering/bathing, must also be undertaken. Drying wet clothes over an electric radiator or heater also contributes to the build-up of condensation, so should be avoided.

To prevent blockages and to ensure appliances work at their optimum level, you must empty their filters regularly. This includes but is not limited to fridges, washing machines, vacuum cleaners, dishwashers, and dryers. You must defrost freezers regularly and empty water from condensing dryers. In summary, you must follow 'best care' instructions for all appliances. To prevent pests, you must empty bins regularly and set them out for collection on the days prescribed by the local authority. If you report the presence of pests more than 21 days after you collect your keys to the dwelling on a permanent basis, you will be liable for the cost of any pest control or eradication services required. (10) If a radiator is not working or is only reaching a lukewarm temperature in part or in its entirety, you must bleed it or email maintenance@horizonproperties.org.uk. Once bled, you must top-up the boiler pressure to between 1 and 1.5 Bar in accordance with term 69. (1

If you are experiencing no electrics throughout or in part of the dwelling, you must check your fuse box in case any of the circuit breakers have tripped. If one is in an 'off' position or in a different position to the other circuit-breakers, return it to 'on' or to the same position as the other circuit-breakers.

To keep fixtures, fittings, and furniture in a fully functioning condition, you must tighten any screws. You must keep the gardens (if any), driveways, pathways, lawns, hedges, and rockeries as neat, tidy, and properly tended to as they were at the occupation date and not remove any trees or plants.

You must not tamper with, move, or adjust any firefighting equipment within the dwelling, unless for its intended use. Should you identify any irregularities or concerns with any firefighting equipment, you must report it to the landlord immediately.

Where there are no structural defects to a bed, you must re-fit fallen or dislodged bed slats. Variation of rent. The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice. The period between the day on which the notice is given to you and the specified date may not be less than two months. Subject to that — the first notice may specify any date; subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect. Variation of other consideration. Where consideration other than rent is payable under this contract, the amount of consideration may be varied — by agreement between the landlord and you, or by the landlord in accordance with this contract The

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice. The period between the day on which the notice is given to you and the specified date may not be less than two months. (Subject to that — the first notice may specify any date, and subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect. Withdrawal of a joint contract-holder. If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord. The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”). You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning. The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning. You will cease to be a party to this contract on the withdrawal date. A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 74 (contract holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date. (7) Paragraph (3) of this term does not apply to a notice which is treated as a withdrawal notice because of paragraph (6) of this term.

The landlord may not give another notice under term 79 to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term 83(b)). Recovery of possession following a notice given under term 79 (F+) (PPC) 82. (1) If the landlord gives you a notice under term 79, the landlord may on that ground make a possession claim. (2) Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on your Convention rights). Restriction on making a possession claim under term 82 (F+) (PPC) 83. The landlord may not make a possession claim on the ground in term 82 a) before the date specified in the notice given by the landlord to you under term 79, or b) after the end of the period of two months starting with that date. Termination of contract following a notice given under term 79 (F+) (PPC) 84. (1) If you give up possession of the dwelling on or before the date specified in a notice under term 79, this contract ends on the date specified in the notice. (2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends — a) on the day on which you give up possession of the dwelling, or b) if an order for possession is made, on the date determined in accordance with term 46. (3) The notice ceases to have effect if — a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to you, or b) before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given — (i) the landlord withdraws the notice by giving further notice to you, and (ii) you do not object to the withdrawal in writing before the end of a reasonable period. Termination by the landlord: restrictions on giving a landlord’s notice Restrictions on giving notice under term 79: notice may not be given until after the first six months of occupation (F+) (PPC) 85. The landlord may not give notice under term 79 before the end of the period of six months starting with the occupation date of this contract. (2) If this contract is a substitute occupation contract, the landlord may not give such notice under term 79 before the end of the period of six months starting with the occupation date of the original contract. (3) For the purposes of paragraph (2) of this term — a) an occupation contract is a substitute occupation contract if — (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract, (ii) immediately before the occupation date of this contract a contract-holder under this contract was a contract holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and (iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and b) “original contract” means — (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract; (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts. Restriction on giving notice under term 79 following retaliatory possession claim (F+) (PPC) 86. (1) Paragraph (2) of this term applies where — a) the landlord (having given you a notice under term 79) has made a possession claim on the ground in term 82, and b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the Act). (2) The landlord may not give another notice under term 79 to you before the end of the period of six months starting with the day on which the court refused to make an order for possession. EXAMPLE ONLY - DO NOT SIGN Page 24 of 44 Further restrictions on giving notice under term 79 - failure to provide written statement (F) (PPC) 87. (1) The landlord may not give notice under term 79 at a time when — a) you have not been given a written statement of the contract under term 49(1) (requirement to provide written statement at the start of a contract), or b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under term 49(2). Restriction on giving notice under term 79 – late provision of written statement (F) (PPC) 88. If the landlord has failed to comply with term 49(1) and (2) (the duty to provide written statement of contract), the landlord may not give notice under term 79 during the period of six months starting with the day on which the landlord gave a written statement of this contract to you. Restriction on giving notice under term 79 – failure to provide information about landlord (F) (PPC) 89. The landlord may not give notice under term 79 at a time when the landlord has not provided a notice in accordance with the landlord’s duty to provide information under term 51 (duty to provide information about landlord). Restriction on giving notice under term 79 – failure to provide a valid energy performance certificate (F) (PPC) 90. (1) The landlord may not give notice under term 79 at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations. (2) For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations). (3) In this term — “the EPB Regulations means the Energy Performance of Buildings (England and Wales) Regulations 2012; “valid energy performance certificate is to be interpreted in accordance with the EPB Regulations. Restriction on giving notice under term 79 – breach of security and deposit requirements (F) (PPC) 91. (1) The landlord may not give notice under term 79 at a time when security required by the landlord in

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

connection with the contract in a form not permitted by term 4 has not been returned to the person by whom it was given. (2) The landlord may not give a notice under term 79 at a time when any of paragraphs (3) to (5) of this term apply unless — a) a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or b) an application to the county court has been made under paragraph 2 of Schedule 5 to the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties. (3) This paragraph applies if a deposit has been paid in connection with this contract, but the initial requirements of an authorised deposit scheme have not been complied with. (4) This paragraph applies if a deposit has been paid in connection with this contract, but the landlord has not provided the information required by term 5(2)(b). (5) This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme. Restriction on giving notice under term 79 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F) (PPC) 92. (1) The landlord may not give a notice under term 79 at a time when — a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and b) that prohibited payment has not been repaid. (2) The landlord may not give a notice at a time when —

Restriction on giving notice under term 79 – failure to ensure that working smoke alarms and carbon monoxide alarms are) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation. Restriction on giving notice under term 79 – failure to supply electrical condition report etc. (F) (PPC) 94. The landlord may not give notice under term 79 at a time when — a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the contract-holder such a report or written confirmation of certain other electrical work), and b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation. Restriction on giving notice under term 79 – failure to provide gas safety report to contract-holder (F) (PPC) 95. (1) The landlord may not give notice under term 79 at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations). (2) For the purposes of paragraph (1) of this term, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when— a) the landlord has ensured that you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and b) that record is valid. (3) For the purposes of paragraph (2) of this term, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety. (4) In this term — “check for safety means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations; “gas safety record” (means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations; “Gas Safety Regulations” means the Gas Safety (Installation and Use) Regulations 1998. Variation of terms other than rent (F+) (PPC)

The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 48) by agreement between the landlord and you.

CONDITIONS

To pay the Rent at the times and in manner specified in this agreement whether demanded or not. To pay all charges in relation to the supply and use of Utilities (meaning electricity, gas, water, telephone, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications and all other utilities serving or consumed at the Property) and not to cause or permit any Utilities to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of the fixed term contractual agreement including all gas, electricity, water, local authorities or similar charges including council tax if no longer students

To pay all charges in relation to the supply and use of Utilities (meaning electricity, gas, water, telephone, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications and all other utilities serving or consumed at the Property) and not to cause or permit any Utilities to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary at the end of fixed term contractual agreement including all gas, electricity, water, local authorities or similar charges including council tax if no longer students To pay any Council Tax which the contract holder is obliged to pay in respect of the Property for the duration of the fixed term contractual agreement , or any other Local Government or National Tax levied on occupation of the Property. To indemnify the Landlord in respect of any Council Tax which the Landlord becomes obliged to pay throughout the duration of the fixed contractual agreement

Not to affix blue tack, nails or any other substance or item to the interior walls of the Property or decorate the property in any way. To keep and leave the Property including the garden fixtures fittings and furnishings clean and tidy and in good repair and to maintain the condition of the interior of the Property and any fixtures fittings and furnishings not to remove any furniture from the rooms and to replace any items referred to in the Inventory that are found to be lost or damaged at the expiration of the fixed term contractual agreement

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

Not to make any alterations or additions to the Property or erect any buildings sheds huts or other erections nor to remove any of the fixtures or fittings or furniture. If the contract holder wishes to carry out any redecoration of the Property, or any part of it, he must apply formally to the Landlord or his agent for permission which will not be unreasonably withheld. Not to erect on the Property (which for the avoidance of doubt includes the garden) any wireless television aerial satellite dishes or other receiving apparatus for electronic communications of any kind whatsoever, not to erect any type of advertising signs

Not to alter the garden in any way but to leave the layout of the garden as existing at the start of the fixed term contractual agreement and to keep the garden properly cultivated with all flower beds in a weed free condition all perennial plants and shrubs well-tended and their numbers maintained all fruit trees properly pruned and preserved the grass areas cut at least once every month during the period 1st April to 30th September and to maintain the garden fences and hedges in good repair and condition.

Not to keep on the Property or any part of it any poultry or livestock and not to keep any other animals or pets on the Property.no pets permitted, this includes pets visiting.

To permit at a mutually agreed time the Landlord, any superior landlord and all others authorised by them and their agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the fixed term contractual agreement upon providing a minimum of 24 hours' written notice (except in the case of emergency when no prior notice is required) to enter the Property for examining, maintaining or repairing the Property or any of the contents, or the carrying out of safety inspection That the Landlord or any person authorised by the Landlord in writing or txt message may at reasonable times of the day on giving 24 hours' notice in writing to the occupier enter the Property to view its condition and state of repair.

To use the Property as a private dwelling-house only and not to carry on or permit to be carried on upon the Property any profession trade or business at all. Not to make any alteration in or addition to the Property at all and nor to do or suffer any act or thing to be done whereby the fire insurance premium might be increased. Not to do or suffer to be done in or upon the Property any act or thing that may be a nuisance damage or annoyance to the Landlord, or other contract holders in the dwelling-house, or occupiers of any of the adjoining premises. You must have reasonable consideration for your neighbours and other occupants of the building

Not to part with the possession of or sub-let the Property or any part of it at all.

To comply with all legislation applicable to the use or occupation of the Property

At all times except for the day of emptying them keep dustbins in the sheds out of view and not to store bags or loose refuse outside.

Not to leave the Property vacant for more than 28 days without first notifying the Landlord in writing and if the Property is left vacant for whatever period to protect the Property from frozen or burst pipes or other damage and it is expressly agreed that the contract holder is liable for the cost of remedying any damage arising out of failure to do so.

At the end of the fixed contract to deliver up the Property to the Landlord in good repair and in a clean and tidy condition. The contract holder will need to provide a receipt showing that the final clean has been carried out by a professional cleaning company. Failure to provide a receipt from a registered cleaning company will result in the landlord instructing a professional cleaning company and the contract holders will be liable for the cost of the final end of contract clean. The contract holders are required to provide proof of a forwarding address before the fixed contract ends

Not to take away any of the Fixtures Fittings Furniture and other items from the property at the end of the contract and to leave such items in the same condition they were in at the start of the fixed term contract.

To allow the Landlord or Landlord's Agents to enter and view the property with prospective contract holders at reasonable times of the day during the last ten months of the contract.

PERMITTED PAYMENTS

Early Termination of the fixed contract (at a contract holders request): Should a contract holder wish to leave their fixed term agreement early (before the contracted end date) they will be liable to pay the rent as until the end of the fixed term OR

- A. Suitable replacement has been found, signed a contract, confirmation received by all co-contract holders if any, if any, stating they are happy for the replacement to take over your position on the contractual agreement and all monies due by the replacement have been paid).

Unnecessary call outs fees: Where the actions of the contract holders result in the agent (or their nominated contractor) attending the property outside of normal office hours, the cost to remedy the situation is charged at £75 (inc. VAT) per call out.

Unnecessary call out for example, unblocking toilets, changing lightbulbs, turning on/off the fuse box etc.

Lost keys and Lock Outs: contract holders are liable to the actual cost of replacing any lost key(s) and will be charged at £35.00 per call out during working hours and £75.00 per call out outside working hours. This is conditional to someone being available at the

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

time to provide this service, in the event someone is not available please call a locksmith and you will be liable to all costs incurred. If the loss results in locks needing to be changed, the actual costs of a locksmith, new lock and replacement keys for the contract holder, landlord and will be charged to the contract holder. If a new key is required to be cut, then the contract holder will be charged £20 per key.

Avoidable or purposeful damage to the property: contract holders are liable to the actual cost of making good any damage, factoring in fair wear and tear. We reserve the right to pursue lawful loss incurred by the contract holder if in breach of contract.

Emergency/out of hours call-out fees: Where the actions of the contract holder results in the agent (or their nominated contractor) attending the property outside of normal office hours, the agent's time to remedy the situation is charged at £75 per call out plus any actual costs incurred (such as contractor invoices).

Cleaning Fees: On move in the property would have been cleaned on moving out please see it is professionally cleaned.

If the property is left unclean Horizon properties will instruct a cleaning company and the contract holder agrees to pay this cost. The cleaning cost is £75 per person.

Gardens – where gardens have not been cut back and cleared at the end of the tenancy -£75 charge applies along with a charge for removal of refuse

PAYMENTS BY DEFAULT

Please note when damages are caused by contract holders, the contract holder is able to request a quote from horizon or instruct a qualified tradesman of their choice to carry out the repair.

NO DEPOSIT OR FEE IS TAKEN. ONLY RENT IS PAID

FLATS – FULL RENT IS PAYABLE FOR THE 12 MONTHS OF THE YEAR.

HOUSES – SHARED STUDENT HOUSES, FULL RENT IS PAYABLE FOR 11 MONTHS OF THE YEAR, REDUCED RENT IS USUALLY PAYABLE FOR THE MONTH OF JULY (UNLESS OCCUPIED) THEN FULL RENT BECOMES PAYABLE. (IF RENTING ROOMS ON AN INDIVIDUAL BASIS, THEN THIS DOES NOT APPLY, FULL RENT IS REQUIRED).

- THE CONTRACT HOLDER IS NOT TO ALTER OR CHANGE THE PROPERTY OR LOCKS ON DOORS OR WINDOWS NOR ADD ANY LOCKS ON ANY DOORS OR MAKE ANY DUPLICATE KEYS.

RENTAL PAYMENTS & RENTAL ARREARS

- RENT IS PAYABLE IN FULL AND IN ADVANCE IN LINE WITH THE PAYMENT ARRANGEMENT AGREED ON THIS CONTRACT.
- RENT IS PAYABLE AS ONE PAYMENT FOR JOINT CONTRACTS – PART PAYMENTS ARE NOT ACCEPTED.
- OCCUPANTS MUST APPOINT A LEAD OCCUPANT WHO WILL BE RESPONSIBLE FOR ARRANGING A STANDING ORDER TO ENSURE THE RENT IS PAID COLLECTIVELY AS A SINGLE PAYMENT.
- THE CONTRACT HOLDER AGREES SHOULD THEIR RENT FALL MORE THAN 8 WEEKS IN ARREARS THEIR FINANCIAL GUARANTOR WILL TAKE RESPONSIBILITY OF PAYING THEIR RENT FROM THAT POINT ONWARDS [BOTH THE CURRENT ARREARS AND ALL FUTURE RENTAL PAYMENTS UNTIL THE END OF THE CONTRACT.]
- IT IS A CONDITION PRECEDENT TO THE RELEASE OF KEYS THAT A PAYMENT ARRANGEMENT, SUCH AS A STANDING ORDER, BE DULY ESTABLISHED. NO KEYS SHALL BE RELEASED WITHOUT SATISFACTORY EVIDENCE OF SUCH AN

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

ARRANGEMENT, IN ACCORDANCE WITH THE RENTAL PAYMENT SCHEDULE SET OUT ON PAGE 2 OF THIS AGREEMENT.

SAFETY, HMO REGULATIONS & ENFORCEMENT

- IF ANY SAFETY EQUIPMENT AND/OR ITEMS ARE TAMPERED WITH THERE IS A CHARGE OF £100 PER CALLOUT TO RECTIFY DAMAGE AND/OR MISSING EQUIPMENT. FIRE PANELS, DOOR CLOSERS, FIRE EXTINGUISHERS, FIRE BLANKETS AND ALL OTHER SAFETY EQUIPMENT ARE NOT TO BE TAMPERED WITH AND SHOULD THESE ITEMS BE DAMAGED AND/OR MISSING THE CONTRACT HOLDER (S) WILL BE LIABLE FOR THE COST OF REPLACING EACH ITEM.
- CONTRACT HOLDERS ARE NOT TO WEDGE OR KEEP FIRE DOORS OPEN.
- CONTRACT HOLDERS ARE NOT TO INSTALL OR ALLOW ANYONE TO INSTALL PRE-PAYMENT METERS AT ANY TIME. PRE-PAYMENT METERS DO NOT COMPLY WITH HMO REGULATIONS.
- THE CONTRACT HOLDERS (S) WILL ENSURE THE PROPERTY IS WELL VENTILATED AND HEATED TO PREVENT CONDENSATION AND MOULD BUILD

THE CONTRACT HOLDERS (S) AGREE THEY MUST NOT WEDGE OR KEEP FIRE DOORS JAMMED OPEN AT ANY TIME.

- THE CONTRACT HOLDERS (S) IS TO ENSURE ESCAPE ROUTES ARE KEPT CLEAR AND FREE FROM OBSTRUCTION AT ALL TIMES. IF AFTER THE LANDLORD/AGENTS REQUEST TO REMOVE AN ITEM(S) WHICH IS OBSTRUCTING THE ESCAPE ROUTE THE LANDLORD HAS THE RIGHT TO REMOVE THE ITEM(S) AND PUT THEM IN STORAGE.

SECTION E – GENERAL CONDITIONS, LANDLORD/AGENT ACCESS, GUESTS AND CONTRACT HOLDER PROVISIONS

- **YOU MUST NOT REMOVE ANY FURNITURE FROM THE PROPERTY AND THIS INCLUDES TAKING FURNITURE FROM INSIDE TO THE OUTSIDE AREAS.**
- **NO CONTRACT HOLDERS IS TO DECORATE OR PIN/NAIL/ STICK ANYTHING TO THE WALLS OF THE PROPERTY. ANY PURPOSEFUL OR NEGLIGENT DAMAGE CAUSED BY THE CONTRACT HOLDERS IN RELATION TO REDECORATION THE CONTRACT HOLDERS (S) WILL BE CHARGED FOR. THIS DOES NOT APPLY TO DECORATION WHICH FALLS WITHIN FAIR WEAR AND TEAR.**
- **SMOKING INSIDE THE PROPERTY IS PROHIBITED. YOU MUST NOT SMOKE TOBACCO OR ANY OTHER SUBSTANCE INSIDE THE PROPERTY NOR ALLOW GUESTS TO DO SO. THE CONTRACT HOLDERS (S) IS LIABLE FOR ANY DAMAGES CAUSED BY THEIR GUEST(S) THE CONTRACT HOLDERS (S) WILL NOT ALLOW THEIR GUEST(S) TO STAY FOR MORE THAN 1 NIGHT IN A 7 DAY PERIOD. OVERNIGHT STAYS SHOULD NOT EXCEED 4 NIGHTS IN 1 CALENDAR MONTH AND A GUEST(S) SHOULD WILL NOT STAY IN THE PROPERTY UNLESS ALL CO-CONTRACT HOLDERS ARE INFORMED IN ADVANCE AND ALL CONSENT TO THE GUEST(S) STAYING IN THE PROPERTY OVERNIGHT. SHOULD A GUEST(S) VISIT THE PROPERTY FOR A TERM LONGER THAN WHAT IS ALLOWED WITHIN THIS CLAUSE WRITTEN CONFIRMATION MUST HAVE BEEN GIVEN BY THE LANDLORD.**

THE CONTRACT HOLDERS S) AGREE TO LIVE AS A HOUSEHOLD AND NOT AS A NUMBER OF INDIVIDUALS.

- **THE CONTRACT HOLDERS (S) WILL ALLOW THE LANDLORD AND/OR HIS/HER MANAGING AGENT TO ENTER THE PROPERTY BETWEEN 9AM AND 7:30 PM WHEN 24 HOURS NOTICE HAS BEEN SENT IN ADVANCE. THE CONTRACT HOLDERS (S) AGREES WRITTEN NOTICE IN THE FORM OF AN EMAIL IS SUFFICIENT.**
- **SHOULD WE FIND THAT THE PROPERTY IS UNCLEAN /UNKEPT WE RESERVE THE RIGHT TO SEND IN CLEANERS THROUGHOUT THE FIXED TERM AND THE CONTRACT HOLDERS (S) WILL BE CHARGED AS PER CLENING INVOICE TO BRING THE PROPERTY BACK TO A CLEAN HABITABLE CONDITION.**
- **THE CONTRACT HOLDERS(S) AGREE TO TREAT THE PROPERTY AND ITS CONTENTS AS A REASONABLE PERSON WOULD IN A CONTRACT HOLDERS LIKE MANNER. THE CONTRACT HOLDERS (S) AGREE TO MAKE**

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

GOOD/REPAIR OR PAY FOR ANY DAMAGE OR LOST ITEMS WHETHER CAUSED BY THE CONTRACT HOLDERS (S) THEMSELVES OR THEIR GUEST(S). THE CONTRACT HOLDERS (S) AGREE FAILURE TO PAY FOR DAMAGE AND/OR LOST ITEMS AFTER REASONABLE NOTICE BEING GIVEN TO YOU THE LANDLORD/MANAGING AGENT MAY ARRANGE FOR THE WORK TO BE CARRIED OUT BY EMPLOYING AGENTS/CONTRACTORS AND YOU WILL BE LIABLE FOR ALL COSTS.

- **IT IS THE CONTRACT HOLDERS (S) RESPONSIBILITY TO ENSURE THE GARDEN AND EXTERNAL AREAS OF THE PROPERTY (SUCH AS A PATIO) IS TO BE KEPT IN GOOD ORDER, FREE FROM REFUSE, BAGS AND LITTER. THE CONTRACT HOLDERS (S) AGREE TO KEEP THE GRASS CUT, FREE FROM WEEDS BUT SHALL NOT REMOVE ANY SHRUBS, HEDGES OR TREES ENTIRELY SHOULD THEY BE FOUND ON THE LAND. IF THE GARDEN IS FOUND OVERGROWN IN THE SPRING, AND THE CONTRACT HOLDER HAS NOT KEPT IT IN GOOD CONDITION, GARDNERS WILL BE SENT IN TO CUT BACK OVERGROWTH AND A FEE OF £80 WILL CHARGED.**
- **THE CONTRACT HOLDERS (S) AGREES TO ENSURE WHEN CLOTHING AND OTHER ITEMS IN THE WASHING MACHINE THE ITEMS BEING WASHED ARE KEPT FREE FROM COINS AND OTHER MATERIALS CAPABLE OF BLOCKING THE WASHING MACHINE. UNBLOCKING A WASHING MACHINE FILTER IS CLASSED AS A MINOR REPAIR AND CONTRACT HOLDERS S ARE EXPECTED TO UNBLOCK THE FILTER FROM TIME TO TIME.**

CONTRACT HOLDERS ARE RESPONSIBLE FOR THE COSTS OF REPLACING ANY WASHER DRYER BANDS THAT ARE BROKEN., SNAPPED WASHING MACHINE DOORS AND HANDLES

- BROKEN FRIDGE FREEZER DRAWERS WILL NEED TO BE REPLACED AT THE COST OF CONTRACT HOLDERS (S).
- THE CONTRACT HOLDERS (S) AGREES TO ENSURE WASTE IS DISPOSED OF IN ACCORDANCE WITH LOCAL COUNCIL RULES AND REGULATIONS AND BINS ARE TO BE PUT OUT EITHER THE NIGHT BEFORE OR ON THE MORNING OF COLLECTION. THE CONTRACT HOLDERS (S) AGREES NOT TO STORE WASTE OUTSIDE UNLESS IN A SECURE WHEELIE BIN.
- WASTE DISPPOSAL COSTS SERVED BY THE COUNCIL WILL BE THE CONTRACT HOLDERS RESPONSIBILTY TO COVER COSTS. IF THE PROEPRTY IS IN APARTMENTS THE CONTRACT HOLDERS AGREE TO SPLIT COSTS.
- PUBLICITY: THE CONTRACT HOLDERS (S) AGREE NOT TO ISSUE OR ALLOW TO BE ISSUED BY A THIRD-PARTY OR PROCURE OR ENCOURAGE IN ANY WAY WHATSOEVER ANY THIRD PARTY TO ISSUE ANY PRESS RELEASE OR OTHER PUBLIC ANNOUNCEMENT RELATED TO THIS AGREEMENT OR PROPERTY TO WHICH THIS AGREEMENT RELATES EITHER WRITTEN OR ORAL EXCEPT AS REQUIRED BY LAW OR A COURT ORDER AND THE CONTRACT HOLDERS (S) HEREBY AGREE(S) TO INDEMNIFY THE LANDLORD AND MANAGING AGENTS IN RESPECT OF ANY AND ALL COSTS INCURRED BY THE AGENT AND/OR LANDLORD UPON THE CONTRACT HOLDERS BREACHNG THIS CONDITION OF THIS AGREEMENT.

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

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- IT IS THE CONTRACT HOLDERS S RESPONSIBILITY TO TOP UP THE BOILER. ATTEND TO TRIP SWITCH, UNBLOCK WASHING MACHINE FILTER, AND MINOR REPAIRS.
- THE CONTRACT HOLDERS (S) AGREE(S) ALL MAINTENANCE IS TO BE REPORTED TO MAINTENANCE@HORIZONPROPERTIES.ORG.UK AND NOT TO REPORT MAINTENANCE BY PHONE OR IN PERSON UNLESS LIFE IS IN DANGER OR THERE IS A RISK TO THE STRUCTURAL INTEGRITY OF THE BUILDING –IT IS THE CONTRACT HOLDERS S RESPONSIBILITY TO REPORT REPAIRS AND/OR DAMAGES TO THE LANDLORD.SHOULD A CONTRACT HOLDERS NEGLIGENTLY DELAY REPORTING REPAIRS AND OR DAMAGES AND THE PROPERTY IS SIGNIFICANTLY DETERORATE AS A RESULT OF THE CONTRACT HOLDERS’ NEGLIGENCE THE CONTRACT HOLDERS SHALL BE LIABLE TO THE COST OF THE REPAIR IN PUTTING THE DAMAGES RIGHT.
- MAINTENANCE IS TO BE REPORTED BY THE LEAD CONTRACT HOLDERS, NOT BY MULTIPLE CONTRACT HOLDERS REPORTING THE SAME ISSUE AS THIS CAUSES CONFUSION AND WASTES TIME.
- THE LEAD OCCUPANT AGREES FOR THEIR CONTACT NUMBER TO BE HANDED OUT TO ANY REQUIRED CONTRACTORS TO CARRY OUT MAINTENANCE FOR EXAMPLE, A PLUMBER OR ELECTRICIAN.

SECTION F – INSURANCE

- THE CONTRACT HOLDERS (S) IS STRONGLY ADVISED TO TAKE OUT THEIR OWN CONTENTS INSURANCE AS WE THE LANDLORD/LETTING AGENT WILL TAKE NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS AND/OR DAMAGE OF GOODS, ITEMS OR BELONGINGS. PERSONAL CONTENTS/ITEMS LEFT WITHIN THE PROPERTY ARE DONE SO AT YOUR OWN RISK SHOULD THEY NOT BE COVERED/INSURED BY CONTENTS INSURANCE.

SECTION G – MOVING IN AND MOVING OUT

- ON MOVING IN THE CONTRACT HOLDERS (S) WILL BE PROVIDED WITH AN TIME STAMPED INVENTORY (LIST OF CONTENTS AND SCHEDULE OF CONDITION) OF THE PROPERTY. CONTRACT HOLDERS ARE TO SIGN THIS ON MOVE IN, SHOULD ANYTHING DIFFER THEN THE CONTRACT HOLDERS HAS THE RIGHT TO ADVISE US BY EMAIL WITHIN 24 HOURS OF SIGNING.
- CONTRACT HOLDERS MOVING IN ON JULY 1ST CAN COLLECT KEYS BETWEEN 12:00PM AND 3:30PM ON THE BASIS THE CONTRACT HOLDERS (S) HAS BOOKED AN APPOINTMENT IN ADVANCE, CONTRACT HOLDERS MOVING IN WITHOUT AN APPOINTMENT WILL NOT BE ABLE TO COLLECT KEYS UNTIL THEY HAVE A CONFIRMED APPOINTMENT VIA EMAIL. APPOINTMENTS ARE BOOKED ON A FIRST COME, FIRST SERVICE BASIS. KEYS ARE NOT RELEASED IF THERE ARE ANY OUTSTANDING DOCUMENTATION. KEYS MUST BE COLLECTED BY ONE OCCUPANT.
- ON THE FINAL DAY OF CONTRACT, THE CONTRACT HOLDERS (S) ARE TO VACATE THE PROPERTY BEFORE 12.00PM NOON OR RENT WILL CONTINUE TO BE CHARGED.
THE CONTRACT HOLDERS (S) AGREES THEY UNDERSTAND THIS CONTRACT IS A FIXED TERM CONTRACT WHICH HAS NO FACILITY FOR THE CONTRACT HOLDERS (S) TO TERMINATE THE CONTRACT. SHOULD A CONTRACT HOLDERS S) WISH TO BE REPLACED ON THE CONTRACT THEY WILL STILL BE LIABLE FOR THEIR CONTRACTUAL OBLIGATIONS UNTIL A SUITABLE REPLACEMENT IS FOUND.
- ON THE FINAL DAY OF YOUR FIXED AGREEMENT ANY REFUSE, WASTE OR RUBBISH LEFT BEHIND INSIDE OR OUTSIDE OF THE PROPERTY WILL BE BINNED AND DISPOSED OF AT A COST AS THIS IS CLASSED AS AVOIDABLE DAMAGE. THE LANDLORD WILL CHARGE £20 PER BLACK BIN BAG FOUND LEFT ON THE PROPERTY AND THE CONTRACT HOLDERS (S) WILL THEN BE INVOICED FOR THE COST.
- ON MOVING IN THE CONTRACT HOLDERS (S) IS REQUIRED TO TAKE THE GAS, ELECTRIC AND WATER METER (IF APPLICABLE) READINGS AND EMAIL THE LANDLORD/AGENT THE READINGS TAKEN. THE CONTRACT HOLDERS IS ALSO REQUIRED TO PUT THEIR NAME(S) ON ALL UTILITY BILLS INCLUDING BUT NOT EXCLUSIVE TO: GAS, ELECTRIC, WATER AND INTERNET. SHOULD THE UTILITY PROVIDERS BE CHANGED THE LANDLORD SHOULD BE NOTIFIED IN ADVANCE AND IN WRITING.
- IF AN APPOINTMENT ISNT MADE THEN THE CONTRACT HOLDERS IS NOT GUARANTEED TO MOVE IN / MOVE OUT ON THE DAY OF THE FIXED TERM AGREEMENT BEGINNING / ENDING. HORIZON PROPERTIES ARE NOT LIABLE FOR

CONTRACT HOLDER INITIAL(S):
CONTRACT HOLDER SIGNATURE(S):
DATE:

LANDLORD INITIALS:
LANDLORD SIGNATURE:

- REIMBURSEMENT OF RENT FOR ANY DAYS OF THE AGREEMENT CONTRACT HOLDERS ARE NOT LIVING IN THE PROPERTY DUE TO NOT BOOKING BEFORE THE DEADLINE.
- CONTRACT HOLDERS THAT OVERSTAY THE AGREEMENT CAUSING DELAYS FOR NEW CONTRACT HOLDERS, WILL BE LIABLE TO COVER THE NEW CONTRACT HOLDERS ALTERNATIVE ACCOMODATION IN FULL. ON MOVING OUT AT THE END OF THE FIXED TERM AGREEMENT IF THE CONTRACT HOLDERS S DO NOT VACATE AS AGREED THEY WILL BECOME LIABLE TO PAY THE RENT IN FULL AND ACCOMODATION COSTS FOR THE NEW CONTRACT HOLDERS WHO WOULD SEEK ALTERNATIVE ACCOMODATION.
- IF ANY REPAIRS ARE NEEDED AT THE COMMENCEMENT DATE OF THE AGREEMENT, PLEASE EMAIL THE PROPERTY MANAGER OF ANY ISSUES WITHIN THE FIRST 24 HOURS OF THE FIXED TERM AGREEMENT TO ALLOW THE LANDLORD/AGENT TO AMEND THE ISSUE(S).
- COMPLAINTS POLICY.WE ADHERE TO DO OUR BEST TO SEE THAT ALL OUR CONTRACT HOLDERS ARE HAPPY. SHOULD YOU NEED TO COMPLAIN. PLEASE SEE OUR COMPLAINTS POLICY ON WWW.HORIZONPROPERTIES.ORG.UK OR PLEASE E MAIL DEB@HORIZONPROPERTIES.ORG.UK.

SECTION H – ACCIDENTIAL DAMAGE, ELECTRICAL FAULTS, APPEARANCE AND STORAGE

- Accidental damage – the contract holder will be responsible for all accidental damage. You must immediately inform the landlord /agent of this.
- ELECTRICAL FAULTS - If any electrical faults are reported or found to be present in the property due to the contract holder's negligence call out/ electrician fees will be paid by the contract holder.
- EXTERNAL APPEARANCE – The contract holder must not fix flags, signs or posters externally to the Property.
- STORAGE - You must not store cycles or any other type of machinery inside the property or any flammable or dangerous items such as gas cylinders, lighter fuel. Apart from those required for general household use.
- FORWARDING ADDRESS - You must provide us with a forward address at the end of the agreement. You should also contact the post office to arrange for your mail to be redirected from the property.

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 DATE:

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Signed by or on behalf of the Landlord []

Signed by the contract holder (s) []

Witness []

ANNEX See term 42 ESTATE MANAGEMENT GROUNDS REDEVELOPMENT GROUNDS Ground A (building works) 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling— a) to demolish or reconstruct the building or part of the building comprising the dwelling, OR b) to carry out work on that building or on land treated as part of the dwelling and cannot reasonably do so without obtaining possession of the dwelling. Ground B (redevelopment schemes) 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition. (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme. (3) The second condition is that part of the dwelling is in such an area, and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling. SPECIAL ACCOMMODATION GROUNDS Ground C (charities) 3 (1) The landlord is a charity, and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity. (2) But this ground is not available to the landlord unless, at the time the contract was always made and after that, the person in the position of landlord (whether Landlord or another person) has been a charity. (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act). Ground D (dwelling suitable for disabled people) 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and— a) there is no longer such a person living in the dwelling, and b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family). Ground E (housing associations and housing trusts: people difficult to house) 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and— a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract holder a right to occupy another dwelling under a secure contract, and b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family). (2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing. Ground F (groups of dwellings for people with special needs) 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and— a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs, b) there is no longer a person with those special needs living in the dwelling, and the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family). UNDER-OCCUPATION GROUNDS Ground G (reserve successors) 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract holder. Ground H (joint contract-holders) 8 (1) This ground arises if the first condition and the second condition are met. (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with— a) section 111, 130 or 138 (withdrawal), or b) section 225, 227 or 230 (exclusion). (3) The second condition is that— a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract holders do not) meet the landlord's criteria for the allocation of housing accommodation. OTHER ESTATE MANAGEMENT REASONS Ground I (other estate management reasons) 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling. (2) An estate management reason may relate to— a) all or part of the dwelling, or b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

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