

(1) THE LANDLORD

Whitbread Group Plc

(2) THE TENANT

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

Flat 1,, Chapel Brook, Wilson Road, Tarbock, Liverpool,
Merseyside, L36 6AD



Pinsent Masons

CONTENTS

	Page
1. Interpretation	1
2. Grant of the Tenancy	2
3. Keys	2
4. Rent	2
5. Use of Property	3
6. Assignment or subletting	3
7. Repairs and alterations	3
8. Utilities and outgoings	4
9. Landlord's covenants	4
10. Default by the Tenant	4
11. Landlord's right to enter the Property and to display signs	5
12. Expiry of the Tenancy	5
13. Notices	6
14. Governing law	6
Schedule 1 -Lawful Occupiers	7
Schedule 2 -Rent Review	8

THIS AGREEMENT is made on

BETWEEN:-

(1) Whitbread Group Plc of Whitbread Court, HoughtonHall Business Park, Porz Avenue, Dunstable, LU5 5XE (the **Landlord**); and

(2)

IT IS AGREED as follows:-

1. INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

"Allocated Spaces"	means such car parking spaces as the Landlord may from time to time allocate to the Tenant and Allocated Space means any one of them
"Base Rent"	means rent at an initial rate of
"Base RPI Month"	means from April 2022 for RPI Calculation
"Common Parts"	means the areas and amenities made available from time to time by the Landlord for use in common by the tenants and occupiers of the building in which the Property is located including any common conducting media and any footpaths, accessways, forecourts, landscaped areas, entrance halls, landings, lifts, lift-shafts, staircases, passages in the building in which the Property is located (if any) and areas designated for the keeping and collecting of refuse
"Employment Contract"	means the employment contract entered into between (1) the Landlord and (2) the Tenant dated or such replacement employment contract made between (1) the Landlord and (2) the Tenant as is from time to time in force
"Energy Performance Certificate"	means a certificate as defined in regulation 2(1) of the EPC Regulations.
"EPC Regulations"	means Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
"HA 1988"	means Housing Act 1988.
"Initial Review Date"	means 1 st November 2022 and 1 st May 2023.
"Insured Risks"	means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure from time to time and Insured Risk means any one of the Insured Risks.
"Interest Rate"	means the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

“Landlord’s Property”	means Flat 1,, Chapel Brook, Wilson Road, Tarbock, Liverpool, Merseyside, L36 6AD.
"Lawful Occupiers"	means those persons listed in Schedule 1.
"LTA 1985"	means Landlord and Tenant Act 1985.
“Policies”	means the Landlord’s policies relating to occupation of the Property, which can be accessed by the Tenant on the Company Intranet.
"Property"	means Flat 1,, Chapel Brook, Wilson Road, Tarbock, Liverpool, Merseyside, L36 6AD.
"Recommendation Report"	means a report as defined in regulation 4 of the EPC Regulations.
"Rent"	
"Rent Payment Dates"	means the last Friday of each calendar month
“Reservations”	means:- (a) the right to the free and uninterrupted passage and running of amenities from and to other parts of the building in which the Property is located/the Landlord’s Property or any other adjoining or nearby property of the Landlord through the conducting media that may at any time be constructed in, on, over or under the Property; and (b) the right to construct and maintain conducting media for the provision of services or supplies for the benefit of any part of the building in which the Property is located/the Landlord’s Property or any other adjoining or nearby property of the Landlord, the Landlord making good any damage caused by the exercise of the right.
“Rights”	means:- (a) the right, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Tenant and all persons expressly or by implication authorised by him, in common with the Landlord and all other persons having a like right, to use all appropriate areas of the Common Parts for all proper purposes in connection with the use and enjoyment of the Property at such times as they are open to use the accessways designated by the Landlord and located on the Landlord’s Property; (b) the right, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Tenant, to use the Allocated Spaces for the parking of private motor vehicles for all proper purposes in connection with the use and enjoyment of the Property;

- (c) the right, subject to temporary interruption for repair, alteration, or replacement, in common with the Landlord and all other persons having a like right, to the free passage and running of amenities to and from the Property through the conducting media in, on, over or under the building in which the Property is located/the Landlord's Property.

"RPI"	means the Retail Prices Index or any official index replacing it.
"Shortfall Payment Date"	means the date which is ten working days from and including the date that the revised Rent is calculated by the Landlord and notified to the Tenant.
"Subsequent Review Date"	means annually on the 1 st May 2024 and each anniversary of that date.
"Tenancy"	means the tenancy created under this agreement and any statutory periodic tenancy arising under section 5(2) of the Housing Act 1988 or any contractual periodic tenancy that arises after the Term has expired.
"Term"	means a fixed term of six months from and including 21 Jun 2023.
"Working Day"	means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

- 1.2 Clause headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.8 A reference to an agreement is a reference to this agreement.
- 1.9 A reference to **writing** or **written** includes fax and email.
- 1.10 Any reference to the giving of consent by the Landlord requires the consent to be given in writing, signed by the Landlord.
- 1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to clauses are to the clauses of this agreement.
- 1.13 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Tenancy.

1.14 Unless otherwise expressly provided, the obligations and liabilities of the parties under this agreement are joint and several. This means that where, for example, the Tenant is more than one person, they shall be liable for all sums due under the agreement, not just liable for a proportionate part.

1.15 The obligations of the Tenant arising by virtue of this agreement are owed to the Landlord. The obligations of the Landlord are owed to the Tenant.

2. **GRANT OF THE TENANCY**

2.1 The Landlord lets the Property to the Tenant for the Term together with the Rights and subject to the Reservations.

2.2 This agreement creates an assured shorthold tenancy under Part I of Chapter II of the HA 1988.

2.3 It is a condition of this agreement that the Tenant remains in the employment of the Landlord pursuant to the Employment Contract (or such replacement contract as shall be agreed between the Landlord and Tenant from time to time).

3. **KEYS**

The Tenant is responsible for looking after the keys and any security device for the Property during the Tenancy. If the Tenant fails to do so, the Tenant is responsible for the reasonable costs properly incurred as a result.

4. **RENT**

4.1 The Tenant shall pay the Rent, which the Landlord shall be entitled to deduct from the salary payable each calendar month to the Tenant pursuant to the Employment Contract, provided that if the Employment Contract is terminated, the Rent shall be paid by the Tenant to the Landlord on or before the Rent Payment Date each month and the Tenant must not exercise any right or claim to withhold Rent or in respect of legal or equitable set off. Any payment for less than a month is to be apportioned on a daily basis and will include the last day of the month.

4.2 If the Employment Contract has been terminated and the Rent is payable on the Rent Payment Date, the Tenant shall pay interest at the rate of 3% per annum above the Bank of England's base rate on any Rent lawfully due that is paid more than 14 days after the date on which it became due. The interest shall be payable from the date the Rent should have been paid until the date the Rent is actually paid.

4.3 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to use the statutory provisions contained in the HA 1988 or any other statutory remedies available to recover possession of the Property.

4.4 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the damage or destruction was caused by the wilful actions, negligence or default of the Tenant, payment of the Rent shall be suspended until the Property is fit for occupation and use.

5. **USE OF PROPERTY**

5.1 The Tenant shall:

5.1.1 only use the Property as a private dwelling house for the use of the Lawful Occupiers;

5.1.2 immediately notify the Landlord if the immigration status of any of the Lawful Occupiers changes from that recorded in Schedule 1; and

5.1.3 not permit anyone other than the Lawful Occupiers to occupy the Property without the prior written consent of the Landlord.

5.2 The Tenant shall not use the Property for the purposes of conducting a business.

- 5.3 The Tenant shall not keep any pets or any other animals on or in the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld).
- 5.4 The Tenant shall not do anything to or on the Property that:
- 5.4.1 causes damage to the Property;
 - 5.4.2 causes a nuisance, annoyance or damage to occupiers of neighbouring, adjoining or adjacent property, or the owners or occupiers of them;
 - 5.4.3 involves using the Property for immoral or illegal purposes; or
 - 5.4.4 has the effect of invalidating the insurance that the Landlord has taken out in accordance with clause 9.2. The Landlord shall provide the Tenant with a summary of the relevant insurance requirements.
- 5.5 The Tenant shall send the Landlord a copy of any notice or other communication affecting the Property within seven days of receipt and shall not take any action regarding such notices or communications without the prior consent of the Landlord.
- 5.6 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent.
- 5.7 The Tenant shall comply with the Policies at all times in connection with its use of the Property.
- 5.8 The Tenant shall not and shall not permit any Lawful Occupiers or visitors to use e-cigarettes or vape pens or smoke tobacco or any other substance in the Property, any part of the building in which the Property is located or within any Common Parts.
- 6. ASSIGNMENT OR SUBLETTING**
- 6.1 The Tenant shall not assign, sublet, part with or share possession of the whole or any part of the Property.
- 6.2 The Tenant shall not grant a charge over the whole or any part of the Property or use the Property as security.
- 7. REPAIRS AND ALTERATIONS**
- 7.1 The Tenant shall keep the interior of the Property clean, tidy and in the same condition as at the start of the Tenancy (except for fair wear and tear) and shall return the Property to the Landlord at the end of the Tenancy cleaned to a professional standard.
- 7.2 If the Property has a garden, the Tenant shall keep it clean and tidy, and free from rubbish.
- 7.3 The Tenant shall keep the inside and outside of all windows that the Tenant can reasonably reach clean.
- 7.4 The Tenant shall promptly replace all broken glass at the Property where the Tenant, or the Tenant's family or visitors cause the breakage.
- 7.5 The Tenant shall not cause any blockage to the drains, gutters and pipes of the Property. This obligation does not require the Tenant to carry out any works or repairs for which the Landlord is liable under clause 9.5.
- 7.6 The Tenant shall not make any alteration, addition, or redecorate the Property.
- 8. UTILITIES AND OUTGOINGS**
- 8.1 The Tenant shall comply with all laws and recommendations of the relevant suppliers relating to the use of services and utilities serving the Property.

8.2 Where the Tenant allows, either by default of payment or specific instruction, the utility or other services to be cut off, the Tenant shall pay the costs associated with reconnecting or resuming those services.

8.3 The Tenant shall pay for a television licence for the Property if a licence is required.

9. **LANDLORD'S COVENANTS**

9.1 The Landlord shall provide the Tenant with suitable means of access to and egress from the Property.

9.2 The Landlord shall insure the Property to their full value against loss or damage by the Insured Risks and shall provide a copy of the insurance cover to the Tenant if requested. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer.

9.3 The Landlord shall make good any damage caused by an Insured Risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

9.4 The Landlord shall allow the Tenant quiet enjoyment of the Property without any interruption by the Landlord.

9.5 In accordance with section 11 of the LTA 1985, the Landlord shall:

9.5.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows);

9.5.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and

9.5.3 keep in repair and proper working order the installations in the Property for space heating and heating water.

9.6 The Landlord shall not be required to:

9.6.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or

9.6.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

10. **DEFAULT BY THE TENANT**

10.1 The Landlord reserves the right to re-enter the Property if:

10.1.1 the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

10.1.2 the Tenant is declared bankrupt under the Insolvency Act 1986;

10.1.3 the Tenant has breached the agreement; or

10.1.4 any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause 10.1 does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

- 10.2 If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.
- 10.3 If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.
11. **LANDLORD'S RIGHT TO ENTER THE PROPERTY AND TO DISPLAY SIGNS**
- 11.1 The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:
- 11.1.1 to inspect the condition and state of repair of the Property;
 - 11.1.2 to carry out the Landlord's obligations under this agreement;
 - 11.1.3 to carry out repairs or alterations to the next door premises (if applicable);
 - 11.1.4 to take gas, electricity or water meter readings;
 - 11.1.5 to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
 - 11.1.6 for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
 - 11.1.7 to show prospective tenants or purchasers around the Property.
- 11.2 The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).
- 11.3 The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.
12. **EXPIRY OF THE TENANCY**
- 12.1 At the end of this Tenancy (howsoever determined), the Tenant shall return the Property to the Landlord in the condition required by this agreement.
- 12.2 If the Landlord allows the Tenant to remain in the Property after the Term has expired then the Tenancy shall continue as a contractual periodic tenancy on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.
- 12.3 The Landlord has the right to recover possession of the Property if:
- 12.3.1 the Term has expired;
 - 12.3.2 the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
 - 12.3.3 at least six months have passed since the date of this agreement.
- 12.4 The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end.
- 12.5 The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum of one month. The Landlord

shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.

- 12.6 At the end of the Tenancy, the Tenant must give vacant possession and return the keys to the Property, and any other security devices, to the Landlord.

13. **NOTICES**

- 13.1 Any notice to the Landlord sent under or in connection with this agreement shall be deemed to have been properly served if:

13.1.1 sent by first class post to the Landlord's address given in clause 13.4;

13.1.2 left at the Landlord's address given in clause 13.4; or

13.1.3 sent to the Landlord's fax number or email address stated in the Parties clause.

- 13.2 Any notice sent to the Tenant under or in connection with this agreement shall be deemed to have been properly served if:

13.2.1 sent by first class post to the Property;

13.2.2 left at the Property; or

13.2.3 sent to the Tenant's fax number or email address stated in the Parties clause.

- 13.3 If a notice is given in accordance with clause 13.1 or clause 13.2, it shall be deemed to have been received:

13.3.1 if delivered by hand, at the time the notice is left at the proper address;

13.3.2 if sent by first-class post, on the second Working Day after posting;

13.3.3 if sent by fax, at 9.00 am on the next Working Day after transmission; or

13.3.4 if sent by email, at 9.00 am on the next Working Day after sending.

13.4

14. **GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 2 – RENT REVIEW

1. In this Schedule, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to paragraph 10 of this Schedule (**Surveyor**).
2. The Rent shall be reviewed:-
 - (a) on each Initial Review Date to be equal to the sum referred to in the rent details table annexed to this agreement.
 - (b) on each Subsequent Review Date to be equal to the Rent payable immediately before that Subsequent Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this Schedule.
3. The indexed rent for a Subsequent Review Date shall be determined by multiplying the Base Rent by the All Item index value of the RPI for the month two months before the month in which that Subsequent Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
4. The Landlord shall calculate the indexed rent and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
5. If the revised Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Subsequent Review Date, the Tenant shall:
 - i. continue to pay the Rent at the rate payable immediately before that Subsequent Review Date; and
 - ii. on or before the Shortfall Payment Date, pay:
 1. the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Subsequent Review Date and the amount of Rent for that period that would have been payable had the revised Rent been calculated by the Landlord and notified to the Tenant on or before that Subsequent Review Date; and
 2. interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Date on which parts of the shortfall would have been payable if the revised Rent had been calculated by the Landlord and notified to the Tenant on or before that Subsequent Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).
6. Time shall not be of the essence for the purposes of this Schedule.
7. Subject to paragraph 8 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
8. The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Rent if either:
 - i. the Landlord or the Tenant reasonably believes that any change referred to in paragraph 7 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with this Schedule and has given notice to the other party of this belief; or

- ii. it becomes impossible or impracticable to calculate the indexed rent in accordance with this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Rent, the Surveyor shall determine an alternative mechanism.

9. The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:
- i. where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this Schedule; or
 - ii. where the Landlord and the Tenant fail to reach agreement under paragraph 8 of this Schedule.

The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this agreement, his jurisdiction to determine the question, dispute or disagreement referred to him or his terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Rent should apply to this agreement, and this includes (but is not limited to) substituting an alternative index for the RPI.

10. The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- a. The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
 - b. The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
 - c. Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
 - i. dies;
 - ii. becomes unwilling or incapable of acting; or
 - iii. unreasonably delays in making any determination.

Paragraph 10 of this Schedule shall then apply in relation to the appointment of a replacement.

11. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

