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Signature Log

The following parties have read and indicated their agreement to the contents of this document.

Stephanie Aston,

Date Agreed: 04-08-2019 08:39:36

Logged IP Address: 217.33.141.226

Signature Reference: 6982BE7B-ADFD-4152-B2AC-063D29C3330F

Vijayalaxmi Sakaria,

Date Agreed: 07-08-2019 09:06:08

Logged IP Address: 82.41.137.9

Signature Reference: DF5F6652-713D-4462-9A96-639A5EDAF0E3

Mary Aston,

Date Agreed: 07-08-2019 10:33:50

Logged IP Address: 82.41.137.9

Signature Reference: 426991FB-6652-438A-9421-824980BA00D5

Rajendra Sakaria,

Date Agreed: 19-08-2019 12:48:07

Logged IP Address: 82.41.137.9

Signature Reference: 789915D4-C3EE-439E-A9D6-145593163924

Neel Sakaria,

Date Agreed: 07-08-2019 22:19:24

Logged IP Address: 82.41.137.9

Signature Reference: A45A98FB-F50D-4F24-BAB1-0C3144942559

Document Execution

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Access to this document has been provided to all parties above.

MEMORANDUM OF AGREEMENT

Date: 19 August 2019 14:05:18

PARTIES:

The Landlord Bernard Conor Byrne and Sarah Louise Byrne
of Address 19 Church Road, Little Berkhamsted, Hertford, SG13 8LY
The Tenant Stephanie Anne Aston, Vijayalaxmi Sakaria, Mary Elizabeth Aston, Rajendra Sakaria, and Neel Sakaria
of Address 4 The Covert, Northwood, HA6 2UD
The Premises 4 The Covert, Northwood, HA6 2UD
Tenancy Agreement Agreement dated 16th September 2016

It is hereby agreed that the above parties will enter into a new Term on the same terms and conditions as the Tenancy Agreement and all subsequent memorandum of agreements save for the following:

Term **From and including:** 19th September 2019
To and including: 18th September 2022

Deposit The Deposit of £7,269.23 (seven thousand two hundred and sixty-nine pounds and twenty-three pence) has been paid by the Tenant to the Agent and is held by Savills as stakeholder. Savills is a member of the Tenancy Deposit Scheme.

Rent £5,250.00 (five thousand two hundred and fifty pounds) per calendar month. For the avoidance of doubt the payment period of this tenancy is monthly.

Payable Calendar monthly in advance in the sum of £5,250.00 (five thousand two hundred and fifty pounds) on the 19th day of the month.

Other Variations to the Tenancy Agreement

1. The interest rate at clause 9.1 shall be 3% above Bank of England Base rate calculated on a daily basis.
2. Clauses 10.8, 10.11, 11.1, to 11.11, 26.6, 26.9, and, 26.10 shall be deleted and in lieu thereof the Tenant agrees that they will be liable to the Landlord for reasonable damages as compensation for any breach of the Tenancy Agreement that occasions the Landlord financial loss be it in terms of loss of rent, damage to the Premises or the need to instruct lawyers to enforce the terms of this Tenancy, recover rent or to secure possession of the Premises.
3. **The Following Clauses shall be amended and read as follows:**

12.9 To take all reasonable precautions to prevent infestation of the Premises by any act or omission of the Tenant or the Tenant's visitors.

18.1 To keep the Premises and Fixtures and Fittings clean to a good standard including all linen, upholstery, soft furnishings, curtains, carpets or similar articles when required during the Tenancy, and to return the Premises its fixtures and fittings cleaned to a professional standard provided the Premises and Fixtures and Fittings were cleaned to a professional standard at the start of the Tenancy.

20.2 To clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, saniflow or similar or waste pipes or cesspits (if any) which serve the Premises, if the blockage is caused by the negligence of, or the misuse by the Tenant or the Tenant's visitors.

20.5 To arrange for the emptying of the cesspit/septic tank (if any) as and when necessary but in any event not less than once in each year.

24.1 To remove all rubbish from the Premises during, and at the end of, the Tenancy. All rubbish should be secured in a plastic bin liner and deposited in the dustbin or the correct receptacle provided.

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26.3 Not to incur any call-out charges where the Tenant has accidentally or negligently set off or damaged the burglar alarm.

29.4 To clean the Premises and the Fixtures and Fittings to the same professional standard of cleanliness in which they were provided at the start of the Tenancy and in particular all linen, upholstery, soft furnishings, curtains, carpets or similar articles which may have been used or become soiled during the Tenancy.

3.1. Likewise the Tenant agrees that they will be liable to the Landlord for reasonable damages as compensation for any breach of these amended terms of the Tenancy Agreement that occasions the Landlord financial loss to include the need to instruct lawyers to enforce the terms of this Tenancy, or to secure possession of the Premises.

4. **Additionally the Tenant shall pay: *charges shown including VAT***

4.1. The cost of replacing lost keys Fobs or other security devices – at direct cost incurred together with the Landlord's agent's time reasonably incurred at £15.00 per hour.

4.2. Change of sharer – subject to the Landlord's agreement – any costs incurred by the Landlord's agent's up to £50 or for any reasonable costs incurred if these are higher than £50.

4.3. Early termination – subject to the Landlord's agreement – all costs, fees and charges incurred by the landlord for allowing early termination including the agent's existing or re-letting fees.

5. **Mutual break clause rolling**

5.1. Should either the Landlord or the Tenant wish to terminate the Tenancy upon or after such date as is Twenty Four months from the Commencement Date of the Tenancy and shall first give to the other party at least TWO months' notice in writing to that effect and (in the case of the Tenant only the Tenant shall pay all rents and other monies due and observe and perform the Tenants obligations on a timely basis THEN upon the expiry of such notice the Tenancy shall cease and the Tenant shall yield up vacant possession of the Premises WITHOUT PREJUDICE to the right of either party to make any claim against the other for any previous breach of the terms, agreements and obligations of this Tenancy Agreement. FOR THE AVOIDANCE OF DOUBT the Landlords or the Tenants notice shall not take effect and terminate the tenancy before 18th September 2021 and any notice purporting to terminate the Tenancy at an earlier date shall be of no effect.

5.2. Should the Landlord and Tenant agree to a renewed tenancy term and sign and complete paperwork to this effect prior to the end of this tenancy term being 18th September 2022 it is agreed that the tenancy cannot be terminated by either party in line with this break clause and the clause will become null and void.

6. **Mid Term Rent Increase**

6.1. The Landlord and Tenant Agree and Accept that:

- the Rent of £5250.00 per calendar as detailed in the memorandum of agreement will increase by the same percentage as the Index of Retail Prices (All Items Index) as published for the month August but subject to a minimum increase of 0% over the current rent and maximum of 5%.

- This amount will be due in advance on the 19th day of each calendar month calculated from 19th September 2020.

7. **The Right to Rent**

7.1. The Tenant warrants they have disclosed to the Landlord and the Landlord's Agent all adult occupiers who shall occupy the Premises as their only or main home. The Tenant further agrees to immediately notify the Landlord and the Landlord's Agent should there be any change in Tenant or occupier during the Term of the Tenancy, any extension, renewal or holding over period.

7.2. The Landlord and Tenant agree that all adult occupiers who shall occupy the Premises as their only or main home shall be named on the Tenancy Agreement.

7.3. If the Tenant breaches this clause then the Tenant agrees to reimburse the Landlord and or the Landlord's Agent any loss suffered, including but not limited to any penalty or fine imposed by the Home Office.

7.4. It is a condition of the Tenancy Agreement that all adult occupier's have a valid Right to Rent in the UK in accordance with the provisions of the Immigration Act 2014 and other immigration laws.

7.5. For the avoidance of doubt occupiers are those aged 18 years or over and shall include but not be limited to family members, relatives, nanny, au pair and other household staff.

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7.6. The Tenant agrees that the Landlord or the Landlord's Agent can use their personal information now, and in the future if required, to complete a Right to Rent check with the Landlord's Checking Service.

7.7. In the event the Tenant has no Right to Rent when the follow up check is completed the Landlord or the Landlord's Agent shall make a report to the Home Office. The Tenant acknowledges and agrees that a report to the Home Office will include submitting the occupiers personal information and contact details including present and future addresses, email addresses and telephone numbers.

8. **The Deposit**

8.1. The Tenant has paid the Deposit specified in this memorandum of agreement to the Landlord's Agent in advance in cleared funds on 16th day of September 2016 which the Landlord's Agent will hold as stakeholders, upon the terms of this Tenancy.

8.2. The Deposit will be held in an instant access account named *Savills (UK) Limited Client Account Re Tenant Deposits at Barclays Bank plc, PO Box 612, Ocean Way, Southampton, SO14 2ZP*. Any interest earned on this account will be retained by the Landlord's Agent and used to cover the Landlord's Agent's costs.

8.3. **The Deposit has been taken for the following purposes:-**

8.3.1. Any damage, or compensation for damage, to the Premises its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord.

8.3.2. The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises, its Fixtures and Fittings.

8.3.3. Any unpaid accounts for utilities or water charges or environmental services or other similar services or council tax incurred at the Premises for which the Tenant is liable.

8.3.4. Any rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

8.4. **At the end of the Tenancy:-**

8.4.1. The Landlord or Landlord's Agent must notify the Lead Tenant as soon as reasonably possible (our aim is 10 working days) after the end of the Tenancy of any monies to be claimed from the Deposit. Should the Lead Tenant not notify the Landlord's Agent that such claim is disputed in writing within 21 days after the date the Landlord's claim is provided to them, and if all forms of contact lead the agent to believe the Tenant has no intention of responding, the Landlord's Agent may (but shall not be obliged) acting reasonably, proceed to disburse the Deposit in accordance with the Landlord's said claim, without liability to the Tenants or any of them.

Should there be any maintenance or other issues during the tenancy this cannot be offset against the Deposit

8.4.2. If there is no dispute the Landlord or Landlord's Agent will keep or repay the Deposit to the Lead Tenant, according to the agreed deductions and the conditions of the Tenancy Agreement. Payment of the Deposit or any balance of it will be made within a reasonable time (our aim is 10 working days) of the Landlord and the Lead Tenant agreeing the allocation of the Deposit.

8.4.3. The Lead Tenant should try to inform the Landlord or Landlord's Agent in writing if the Lead Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Premises. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

8.4.4. If, after 10 working days following notification of a dispute to the Landlord or Landlord's Agent, and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Lead Tenant over the allocation of the Deposit, the dispute will (subject to the next sub-clause below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

8.4.5. There being multiple tenants, each of them agrees with the other(s) that the Lead Tenant may consent on behalf of all the others to use the alternative dispute resolution through a tenancy deposit protection scheme to deal with any dispute about the Deposit at the end of the Tenancy.

8.4.6. The statutory rights of the Landlord and the Lead Tenant to take legal action through the County Court remain unaffected by these provisions.

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8.4.7. The Tenants agree to inform the Landlord and Landlord's Agent in writing of their decision to appoint a new Lead Tenant and to provide the name of the new Lead Tenant.

9. Storing, handing and sharing personal data

9.1. The Landlord, and or the Landlord's Agent agree to comply with their obligations under the Data Protection Act 2018 and the EU General Data Protection Regulation (EU) 2016/679 ("GDPR") (together, the "Data Protection Laws") which means they will:

- securely hold, process and, where required to do so, destroy any personal data (as per Savills retention policy as outlined at <http://savills.co.uk/footer/privacy-policy.aspx>) held in relation to this tenancy, in accordance with the Data Protection Laws;
- only share the personal data, including current and future addresses of all Tenants and Permitted Occupiers with the following:
 - utility and other suppliers, contractors for the purpose of arranging access to enter the property to estimate, or for maintenance and/ or repairs and any statutory obligations to which the landlord must comply, the local authority, credit or reference providers, debt collection companies or for any legal proceedings
 - any third parties when it is reasonably required for the provision and maintenance of this tenancy agreement
- provide full co-operation, information and assistance to the other parties in light of any breach, complaint, notice or communication related to the above and the regulations.

9.2. The Tenant (and Permitted Occupier/s, if any) acknowledge that the Landlord or the Landlord's Agent may pass their details to:

- utility and other suppliers, contractors for the purpose of arranging access to enter the property to estimate, or for maintenance and/ or repairs and any statutory obligations to which the landlord must comply, the local authority, credit or reference providers, debt collection companies or for any legal proceedings
- any third parties when it is reasonably required for the provision and maintenance of this tenancy agreement

9.3. Email contact

9.3.1. Savills will correspond with the Tenant and Landlord in the course of carrying out the services chosen by email, unless otherwise agreed or as otherwise required.

9.3.2. Savills will also contact you by email:

- where you have agreed that we may offer you similar products or services
- as long as we give you the option to opt out at any time

SIGNED by the Landlord

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Bernard Conor Byrne

SIGNED by the Landlord

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Sarah Louise Byrne

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SIGNED by the Tenant

Stephanie aston, 04 Aug 19

Stephanie Anne Aston

SIGNED by the Tenant

Vijayalaxmi sakaria, 07 Aug 19

Vijayalaxmi Sakaria

SIGNED by the Tenant

Mary aston, 07 Aug 19

Mary Elizabeth Aston

SIGNED by the Tenant

Rajendra sakaria, 19 Aug 19

Rajendra Sakaria

SIGNED by the Tenant

Neel sakaria, 07 Aug 19

Neel Sakaria

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