

**Application for the review of a premises licence or club premises certificate under the Licensing Act 2003**

**PLEASE READ THE FOLLOWING INSTRUCTIONS FIRST**

Before completing this form please read the guidance notes at the end of the form. If you are completing this form by hand please write legibly in block capitals. In all cases ensure that your answers are inside the boxes and written in black ink. Use additional sheets if necessary.

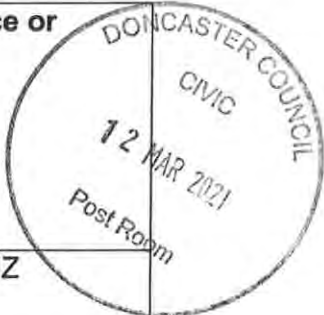
You may wish to keep a copy of the completed form for your records.

I Andrew Steele

(Insert name of applicant)

**apply for the review of a premises licence under section 51 of the Licensing Act 2003 for the premises described in part one below (delete as applicable)**

**Part 1 – Premises or club premises details**

|   |                                     |  |
|---|-------------------------------------|--|
| <b>Postal address of premises or, if none, ordnance survey map reference or description</b><br>Shabir's Restaurant<br>36-38 East Laith Gate |                                     |  |
| <b>Post town</b> Doncaster  | <b>Post code (if known)</b> DN1 1HZ |  |
| <b>Name of premises licence holder or club holding club premises certificate (if known)</b><br>Red Curry Ltd.                               |                                     |  |
| <b>Number of premises licence or club premises certificate (if known)</b><br>LN/201501095   |                                     |  |

**Part 2 - Applicant details**

I am

**Please tick yes**

- 1) an interested party (please complete (A) or (B) below)
- a) a person living in the vicinity of the premises
- b) a body representing persons living in the vicinity of the premises
- c) a person involved in business in the vicinity of the premises
- d) a body representing persons involved in business in the vicinity of the premises
- 2) a responsible authority (please complete (C) below)

3) a member of the club to which this application relates (please complete (A)  below)

**(A) DETAILS OF INDIVIDUAL APPLICANT** (fill in as applicable)

Please tick

Mr  Mrs  Miss  Ms  Other title  
(for example, Rev)

**Surname**

**First names**

I am 18 years old or over

Please tick yes

**Current postal address if different from premises address**

**Post town**

**Post Code**

**Daytime contact telephone number**

**E-mail address (optional)**

**(B) DETAILS OF OTHER APPLICANT**

Name and address

Telephone number (if any)

E-mail address (optional)

**(C) DETAILS OF RESPONSIBLE AUTHORITY APPLICANT**

|   |
|---|
| Name and address<br>South Yorkshire Police<br>Davies House<br>Barnsley Road<br>Doncaster<br>S65 8QE |
| Telephone number (if any)<br>01302 385552   |
| E-mail address (optional)<br>don_licensing@southyorks.pnn.police.uk                                 |

**This application to review relates to the following licensing objective(s)**

Please tick one or more boxes

- 1) the prevention of crime and disorder
- 2) public safety
- 3) the prevention of public nuisance
- 4) the protection of children from harm

**Please state the ground(s) for review** (please read guidance note 1)

Shabirs (36-38 East Laith Gate, Doncaster, DN1 1HZ) is, primarily a restaurant.

The business occupies two floors. The restaurant and kitchen occupy the ground floor. A function room is located on the first floor.

The entire premises is covered by a single premises licence held by Red Curry Ltd. of the above address. The Designated Premises Supervisor is Mr Ehtesham Ishaq.

The first floor function room is accessible by various methods of access that being a staircase at the side of the restaurant, staircase from the kitchen at the rear and fire escape. In normal operation, food from the restaurant is not served in the function room.

The restaurant also operates a takeaway service (there is no allegation of breach regarding the takeaway part of the premises).

The restaurant business is owned by Mr [REDACTED] Mahmood.

It appears that the first floor has been leased to a third party Mr [REDACTED] Gurdas (Appendix 1) and run as a separate business. However this premises operates under the same premises licence as above.

In brief , it is alleged that the first floor function room was used on the evening of 7th February 2021 to host a gathering of approximately fifteen people on the first floor function room - in breach of Covid Regulations. It is submitted that there are grounds for concern about management and control of the premises.

**Please provide as much information as possible to support the application**  
(please read guidance note 2)

Attached to this application is a witness statement of PC Parker covering Police attendance at the address on the 7<sup>th</sup> February 2021. PC Parker states that he found a gathering taking place in the first floor function room. The business owner, Mr Mahmood was present when Police attended.

Also attached to this application is my witness statement covering conversations with management at Shabir's Restaurant. The current DPS claims not to be involved in operation of the premises. The business owner of the premises (Mr Mahmood) claims to have submitted a transfer application, although this appears not to be the case. The function room appears to be run as a separate business (see Lease attached), however, this is still covered by the same premises licence.

It is of note that, in August 2020, there were reports of a large gathering in breach of the Covid Regulations in force at the time (set out in my statement).

**Please tick yes**

Have you made an application for review relating to this premises before

If yes please state the date of that application

Day

Month

Year

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**If you have made representations before relating to this premises please state what they were and when you made them**

Please tick yes

- I have sent copies of this form and enclosures to the responsible authorities and the premises licence holder or club holding the club premises certificate, as appropriate
- I understand that if I do not comply with the above requirements my application will be rejected

**IT IS AN OFFENCE, LIABLE ON CONVICTION TO A FINE UP TO LEVEL 5 ON THE STANDARD SCALE, UNDER SECTION 158 OF THE LICENSING ACT 2003 TO MAKE A FALSE STATEMENT IN OR IN CONNECTION WITH THIS APPLICATION**

**Part 3 – Signatures** (please read guidance note 3)

**Signature of applicant or applicant's solicitor or other duly authorised agent** (See guidance note 4). If signing on behalf of the applicant please state in what capacity.

Signature

[Redacted Signature]

Date 11/03/2021

Capacity Licence Enforcement Officer

**Contact name (where not previously given) and postal address for correspondence associated with this application** (please read guidance note 5)

Post town

Post Code

Telephone number (if any)

If you would prefer us to correspond with you using an e-mail address your e-mail address (optional)

**Notes for Guidance**

1. The ground(s) for review must be based on one of the licensing objectives.
2. Please list any additional information or details for example dates of problems which are included in the grounds for review if available.
3. The application form must be signed.
4. An applicant's agent (for example solicitor) may sign the form on their behalf provided that they have actual authority to do so.
5. This is the address which we shall use to correspond with you about this application.

## WITNESS STATEMENT

(Criminal Procedure Rules, r 16. 2; Criminal Justice Act 1967, s. 9)

Statement of: Andrew Parker

URN

Age (if under 18): N/A

Occupation: Police Officer

I am a Police Constable for South Yorkshie Police currently station at Pior Close Rotherham as part of the COVID responce team (CMART).

On Sunday 7th February 2021 at approximately 1900hrs I was on duty in company wth PC 1353 Tonie Love. At this time acting on information we had received from the Licencing officer for South York shire Police we atteded Shabirs restaurants on East Laithe Gate Doncaster to check thta th premise was not operating against the conditions of the licenses premise whilst under the restrictions of the covid pandemic.

Upon our arrival at the location we entered the premise through the main restaurant doors, the restaurant floor was empty of any customers and there was no evidence at this stage of any activity other than a takaway service taking place. I approached the serving counter whereupon I located a male who identified himself as the owner ■■■ MAHMOOD. MAHMOOD was stood behind the counter in the process of receiving a telephone order.

Whilst my colleague PC LOVE waited for MAHMOOD to be free I walked around the ground floor area of the restaurant. It was clear from the upturned chairs that this dining area had not been used for sometime. To one corner of the restaurant i located a set of double glass and wooden doors that were locked from the restaurant side. Though the glass inside these doors I could see that there was a stair case that led to the upper floor of the building. In front of these stairs i could see that there was another door that gave access directly to the street on the front of the restaurant.

As I tried to open these doors MAHMOOD shouted stating that they were locked and that access could only be reached from the rear of the kitchen. Upon hearing this i followed him past the desk where i had initially located him taking orders, through another door that access the kitchen area. In the kitchen i obeserved a number of staff members preparing food. As we entered this area we turned immediatly to our left and past a male who had emptied a bucket of water over the kitchen floor and was appearing to mop it up. MAHMOOD walked through this area which led to a stair case that went upto a small landing area. As we climbed these stairs i could see kitchen products were stacked on the steps. On the small landing was some racking which had stacked what appeared to be clean serving plates. It was clear in my opinion that this area was well used by the kitchen staff. Upon reaching the small landing MAHMOOD indicated to another access door and stated "in there". I could see through the gap in the door that a light was on, indicating that the room was currently in use. At this point PC LOVE was behind me.

I opened the door and entered the room which was lit with background music playing. The room was setup and operating as a typical casino. A number of males were stood directly on what looked like a small stage, directly in front of them were another group who were initially unaware of my presence. This group were sat



around a casino table playing a card game. There were gambling chips on the tables stacked in front of the players. To right of this table I could see two seating areas in which a number of other males were relaxing. To the right of this group I could see another casino card table that had a number of empty chairs around it.

As I began to speak i was aware PC LOVE had entered the room and walked to my right hand side past three gaming machines that were switched on and working. PC LOVE continued to where there where further people stood in a bar area.

It was a matter of seconds before the group became aware of our entrance to the room. Upon realising we were there they began to panic and rush out through what I now know to be a fire exit door in the corner of the room. This door was initially obscured from my view and I was unaware of its location. The group which was in excess of 9 persons managed to escape through the exit door as i blocked the entrance to the room from the kitchen area. At this point I could see and hear that PC LOVE who was now in the lower bar area was out numbered and attempting to stop the group she had located from exit through another access door that was in the bottom right hand corner of the room.

By this time the group that were stood and sat in front of me as i entered the room had escaped, i therefore joined PC LOVE in the lower bar area. I approached a male who immediately began to remonstrate stating that he had only just delivered some food from his pizza restaurant Da LEO. The male who gave his name as [REDACTED] JOGAN . JOGAN pointed to a number of pizza boxes and food containers that were strewn across the bar. It was clear the food had just been delivered, the containers were cold and as i checked the pizza boxes I could see that most of the pizzas had already been eaten.

Stood next to JOGAN was another male who gave his name as [REDACTED] MIRZA [REDACTED] and a female [REDACTED] STANCIU [REDACTED]. Due to there presence in the room along wit the two females that PC LOVE was speaking to i issued a fixed penatly notice to JOGAN, MIRZA and STANCIU.

Following the issuing of the tickets I dircteted the group to leave the room, as he left JOGAN was protesting directly to MIRZA stating that he wanted his money.

Once the room was cleared i began a search of the location, it was then that MAHMOOD returned to the room stating that he had now got the key from "Ilias". When questioned how this happend he initially stated that he called him, he then added that he had spoken to male he referred to as Wakaar. MAHMOOD ten handed me a key and stated that it was for the main door to the stairs as he pointed to the coner of the bar area. MAHMOOD then room as I cointued to search the location.

During this search I located in the seating area, inside oa small table with a sliding top, 3 cannabis grinders. In a second table I located a coffee jar that contained an amount of cannabis bush. Both of these items were seized by myself.

As I continued to search the room I could see that it had the appearance of a well setup casino. there were snacks and drinks on the tables as well as remains of numerous cigarettes. I inspected the three gamings machines which were on and working, i noticed to the side of these were a stack of clean serving plates and serviets, next to which were a number of menus, which appeared to be from Shabirs

restaurant.

Given what I had seen upon my initial entrance to the room and what I observed as I walked around I have no doubt in my mind that this room had been operating as a casino with the knowledge of the restaurant below.

This statement is true to the best of my knowledge and belief and I make it knowing that, if it is tendered in evidence, I shall be liable to prosecution if I have wilfully stated in it anything which I know to be false, or do not believe to be true.

Signature of Witness:

A black rectangular redaction box covering the signature of the witness.

Date: 09-02-2021

**WITNESS STATEMENT OF**  
**ANDREW STEELE**  
**1<sup>ST</sup> STATEMENT**  
**ON BEHALF OF THE APPLICANT**

**BEFORE THE LICENSING COMMITTEE**  
**OF DONCASTER METROPOLITAN BOROUGH COUNCIL**

**IN THE MATTER OF A REVIEW OF**  
**PREMISES LICENCE UNDER**  
**SECTION 51 OF THE LICENSING**  
**ACT 2003**

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**CHIEF CONSTABLE OF SOUTH YORKSHIRE POLICE**

Applicant

**AND**

**RED CURRY LTD.**  
**(SHABIR'S RESTAURANT, 36-38 EAST LAITH GATE)**

Premises Licence Holder

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**WITNESS STATEMENT OF ANDREW STEELE**

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1. I am Andrew Steele, I am employed by South Yorkshire Police as a Licensing Enforcement Officer.
2. I make this statement in support of an Applicant for Review of Premises Licence relating to the above premises.

**Initial Report to Police – 2<sup>nd</sup> February 2021**

3. I understand that, on the 2<sup>nd</sup> February 2021, Police received the following report:

*Shabirs Restaurant, 36-38 East Laith Gate, Doncaster, DN11HZ, are consistently breaking lockdown rules. The restaurant is having gatherings of 40-50 people every Sunday from 16.00hrs to 06.00hrs. The gatherings are held in the function room above the restaurant, which is accessed by stairs at the side of the premise.*

**Initial conversation with the DPS – 2<sup>nd</sup> February 2021**

4. Following the report on the 2<sup>nd</sup> February 2021, I called the Designated Premises Supervisor (“DPS”), Mr Ehtesham Ishaq and left a voicemail asking that he contact me.

5. Mr Ishaq did return my call, when I challenged him over the information received his response was that the function room was not being used and closed, the restaurant was operating a takeaway and delivery service only in line with current Coronavirus regulations.
6. A request was made to for Covid officers to visit the following Sunday evening 07/02/2021 to ascertain what was happening at the premises.

#### **Further conversation with the DPS – 2<sup>nd</sup> March 2021**

7. On the 2<sup>nd</sup> March 2021, I contacted the DPS, Mr Ishaq, by phone to arrange a meeting to discuss the Covid breaches and gambling set up in the function room at Shabir's.
8. During this call, Mr Ishaq informed me that he no longer has an interest in Shabir's and has not been at the premises since September 2020. He stated he wished to be removed as DPS.
9. I informed him of the procedure and provided him the DMBC licensing e-mail address to carry out his DPS resignation. I did inform Mr Ishaq that he was still responsible for licensable activity until the local authority accepted his resignation.
10. ██████ Mahmood was contacted and a meeting arranged for 03/03/2021, at Shabir's restaurant.

#### **Meeting on the 3<sup>rd</sup> March 2021**

11. I attended a pre-arranged meeting at Shabir's. Present at the meeting was ██████ Mahmood who informed me he was the owner of the business. Also present was ██████ Mirza who introduced himself as the letting agent, for the first floor function room acting for ██████ Mahmood.
12. I requested a tour of the premises including the first floor function room. ██████ Mahmood informed me that he did not have the keys for the first floor I requested we went through the kitchen and up the rear stairs as he had done with the officers on the evening of the 7th February 2021, which we did.
13. On inspection of the first floor, it was evident that all the gambling equipment, including poker tables and fruit machines, which had previously been removed by DMBC, had not been replaced. ██████ Mahmood insisted the room had not been used since the Police visit.
14. ██████ Mahmood informed me that he had sublet the first floor through a letting company owned by Mr ██████ Mirza. Mr Mirza produced a copy of a 6-month lease agreement in the name of Mr ██████ Gudas; the agreement was signed, with an agreement to run from 1st February 2021 to 30th July 2021.
15. ██████ Mahmood confirmed that the DPS Mr Ehtesham Ishaq had not been involved in the running of the business since September 2021 and knew nothing about the sublet on the first floor.

16. At this meeting I informed Mr ██████ Mahmood of the options open to the Licensing Committee. ██████ Mahmood stated he would do what was required including de-licensing the first floor. I informed him that he was not in a position to do this, as he was not the Premises Licence Holder or the DPS.
17. Mr ██████ Mahmood informed me that he had submitted transfer forms to the local authority he said he made enquiries about a month ago and was given the reference number 009180360009 by Doncaster Council. I checked this number with the licensing department, I was informed this was not a credible reference number and no transfer forms had been received.
18. I was informed by ██████ Mahmood that on the evening of 7th February 2021, he ██████ Mahmood contacted the letting Agent Mr ██████ Mirza and informed him that there were people going upstairs and they didn't look like workers. Mr ██████ Mirza attended at Shabir's he went upstairs where he witnessed Customers inside with gambling equipment. He tried to contact Mr ██████ Gurdas by phone, as Mr Gurdas was not present; he eventually answered the phone and stated he would attend at Shabir's. Mr Gurdas did not turn up at the premises.

#### **Previous Incidents – 30<sup>th</sup> August 2020**

19. A report was made to the police of fighting between 50 people including bottles being thrown. No offences reported. However a report will be submitted to licensing due to the amount of people at the location with Coronavirus restrictions of 30 people.
20. Following the above incident, I made several attempts to contact the DPS by telephone. Mr Ishaq did return my call. The incident of 30/08/2020 was discussed Mr Ishaq informed me that the booking was for a private party of 30. He stated that on the evening in question people kept arriving until he stated he lost control. He informed me that he turned on the fire alarm to empty the premises. I requested Mr Ishaq put a voluntary closure on the first floor function room until the meeting, to which he agreed and stated that any future bookings he had would be cancelled
21. A meeting was arranged for Tuesday 8th September 2020.
22. A joint visit was carried out with Mr Dan Weetman of Doncaster Health & Safety to meet with the DPS Mr Ehtesham Ishaq. Also present was Mr ██████ Butler licensing consultant and Mr ██████ Mahmood who was introduced as the future Premises licence holder and DPS.
23. The issues of the previous weekend party in the function room was discussed. A Site tour of the function room was carried out. It was established that no security staff had been employed by the DPS. ██████ Mahmood informed me that a premises licence transfer was to be submitted to DMBC and following a DPS transfer appointing himself as the DPS.
24. It was agreed that the first floor function room would remain closed until the transfers had completed along with a minor variation adding the use of door staff to be employed when the function room was in use.

25. The following points were also discussed:

- Covid -19 risk assessment needs reviewing
- Unlawful employment of door staff
- CCTV not recording
- No staff training records
- No incident / refusals book
- No drugs policy
- No challenge 21 and refusals book
- No premises licence on the premises
- No summary on display.
- A re visit would be carried out when notified all the above has been addressed.
- Up to the time of submitting this review, notification of the above has not been received.

#### **Statement of Truth**

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

**Signed:** [REDACTED]

**Name:** Andrew Steele

**Date:** 11/03/2021

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# Appendix 1

# The National Landlords Association



## Assured Shorthold Tenancy Agreement

For a dwelling house that is: (Please tick as appropriate)

- furnished  
 unfurnished

**Assured Shorthold Tenancy** within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

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**This Agreement is subject to any manuscript amendments following negotiation between the Landlord and Tenant in relation to this Property. Such amendments will be signed or initialed by the parties prior to the grant of this tenancy.**

**The Tenant understands that the Landlord will be entitled to recover possession when the Tenancy Period ends.**

The National Landlords Association (NLA) is the UK's leading independent organisation for private residential landlords.  
Telephone: 020 7840 8900 [www.landlords.org.uk](http://www.landlords.org.uk)  
Founded in 1973 as the Small Landlords Association, National Landlords Association Ltd (by guarantee) is registered in England no 4601887 at 22-26 Albert Embankment, London SE1 7TJ



This tenancy agreement is approved by National Landlords Association

[www.landlords.org](http://www.landlords.org)



# The Particulars

## THIS AGREEMENT IS MADE BETWEEN:

### Landlord

Full name: [REDACTED] MAHMOOD

Company: (if applicable) SHABBI'S RESTURANT

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Telephone Daytime: \_\_\_\_\_ Evening: \_\_\_\_\_

Email: \_\_\_\_\_

Notices: In accordance with Sections 47 and 48 of the Landlord & Tenant Act 1987, the Landlord's name and address in England and Wales at which Notices (including Notices of Proceedings) may be served on the Landlord by the Tenant are:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

### AND Tenant\* (See Note)

Lead Tenant: [REDACTED] GURDAS [REDACTED]

Tenant 2: \_\_\_\_\_

Tenant 3: \_\_\_\_\_

Tenant 4: \_\_\_\_\_

### AND IS MADE IN RELATION TO THE PROPERTY AT:

Address: 36-38 EAST LAITH GATE (FIRST FLOOR)

DONCASTER

Postcode: DN1 1HZ

Being part of the Building known as: SHABBI'S RESTURANT

Together with the Contents as specified in the Inventory dated: 28/01/2021

With the use of the following Shared Facilities: NONE

Garden: With use of the Garden located: NONE

Parking: With use of: (tick as applicable) parking space  garage

located: Street

# The Particulars

## THE MAIN TERMS OF THE AGREEMENT ARE:

### Number of permitted occupiers

The maximum number of people permitted to occupy the Property is: \_\_\_\_\_

### Term

A FIXED TERM of 6 months commencing on and including (start date) 01/02/2021 to an including (end date) 31/07/2021.

### Rent

The total rent payable per (week/month) Month is £ 1000.00 and is payable (weekly/monthly) Monthly in advance in the following instalments.

The first payment is to be £ 1000.00 in cleared funds on the signing of this Agreement and thereafter the sum of (rent) £ 1000.00 should be paid on the (insert no.) 1st day of each (week/month) Month.

by: (tick as applicable) cheque  direct debit  standing order  cash

commencing on (insert date when 2nd rent payment due) 01/03/2021.

### Utility, Council Tax and Charges for Services (tick as appropriate)

Water charges:

Included  Excluded

Council Tax (or similar charge which replaces it):

Included  Excluded

Gas:

Included  Excluded

Electricity:

Included  Excluded

Television licence:

Included  Excluded

Telephone:

Included  Excluded

Broadband:

Included  Excluded

Other: (please state) \_\_\_\_\_

Included  Excluded

### Deposit (tick as applicable)

A Deposit of £ \_\_\_\_\_ is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorised tenancy deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the Tenant by the Landlord within 14 days of receiving the Deposit.

No Deposit will be taken.

\*Note: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of nonpayment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants. The group of Tenants shall be known collectively as 'The Tenant' throughout this Agreement.

The Landlord lets the Property and the Contents to the Tenant at the Rent for the Tenancy Period on the standard letting terms set out in this Agreement as varied or supplemented by any special letting terms.

#### **1. Tenant's Obligations**

The Tenant hereby agrees with the Landlord as follows:

- 1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

#### **Rent and Charges**

- 1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.
- 1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Charges for Services as specified in The Particulars.
- 1.4 To pay to the Landlord all costs and expenses, on an indemnity basis, incurred by the Landlord in:
- 1.4.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
  - 1.4.2 The enforcement of any of the provisions of this Agreement.
  - 1.4.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 1.4.4 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
  - 1.4.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
  - 1.4.6 Any other monies owed by the Tenant to the Landlord.
  - 1.4.7 Compensation for the breach of any terms of this agreement.

#### **Use of the Property**

- 1.5 To occupy the Property as the Tenant's only or principal home.
- 1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.7 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.
- 1.8 Not to use the Property for any immoral, illegal or improper purposes.
- 1.9 To use the Property carefully and properly and not to damage it.
- 1.10 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.
- 1.11 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.
- 1.12 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.13 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such Services to the Property. This includes the installation of any pre-payment meter.
- 1.14 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.
- 1.15 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.
- 1.16 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.17 Not to keep any dangerous or inflammable goods, materials, or substances in or on the Property apart from those required for general household use.
- 1.18 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonable withheld).
- 1.19 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.
- 1.20 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.
- 1.21 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.
- 1.22 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.
- 1.23 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

#### **Leaving the Property Empty**

- 1.24 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

#### **Condition of the Property**

- 1.25 Unless written comments or amendments are received by the Landlord within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory attached hereto and forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.
- 1.26 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system.

- 1.20 To keep the interior of the Property and the Contents in the same condition, subject to reasonable wear and tear, as at the start of the Tenancy with allowance for fair wear and tear.
- 1.29 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.30 To clean the windows of the Property, (where access is possible,) as often as necessary.
- 1.31 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.
- 1.32 To keep the Garden in the same character; weed free and in good order and to cut the grass at reasonable intervals during the growing season.
- 1.33 To notify the Landlord as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.
- 1.34 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.
- 1.35 To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

#### Waste and Refuse

- 1.36 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.
- 1.37 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

#### Letters and Notices

- 1.38 To forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to the Landlord promptly upon receipt of any notice, order, proposal or legal proceedings.
- 1.39 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable time.

#### Access to the Property

- 1.40 To permit the Landlord or other persons authorised by them: at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):
- 1.40.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.
- 1.40.2 To enter and view the Property with prospective occupiers during the last two months of the tenancy.

#### Notice to Repair

- 1.41 If the Landlord gives the Tenant any written notice to remedy a defect, for which the Tenant is responsible, the Tenant shall out the repair within one month of the date of the given notice.

#### Key and Alarm Codes

- 1.42 The Tenant agrees that the Landlord shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).
- 1.43 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

#### Tenant's Possessions

- 1.44 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

#### At the End of the Tenancy

- 1.45 At the end of the Tenancy the Tenant agrees to:
- 1.45.1 Give up the Property with vacant possession.
- 1.45.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of the items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.
- 1.45.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.
- 1.45.4 Return any linen, blankets and towels that may be provided, freshly washed and clean.
- 1.45.5 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.
- 1.46 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.
- 1.47 To allow the Landlord to erect a reasonable number of 'for sale' or 'to let' signs at the Property during the last two months of the Tenancy.
- 1.48 The Tenant should be present during any inspection of the Property upon check out, to be carried out by or on behalf of the Landlord.

#### 2. Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

- 2.1 The Landlord shall arrange for the Property and Contents (not the Tenant's possessions) to be insured under a comprehensive insurance policy and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as practicable, and to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the policy monies because of anything the Tenant has done failed to do in breach of the Tenant's Obligations under this Agreement.

- 2.2 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.
- 2.3 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy without interruption from the Landlord, (notwithstanding Clause 1.40 in this Agreement).
- 2.4 To ensure that gas appliances supplied by the Landlord comply with the Gas Safety (Installation and Use) Regulations 1998 & that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.
- 2.5 To ensure that all the furniture and equipment within the Property supplied by the Landlord complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- 2.6 To carry out promptly any repairs which are the Landlord's responsibility.

### 3. Interest on Rent Arrears

- 3.1 The Tenant shall pay interest at the rate of 4% above the base lending rate of Barclays Bank Plc upon any Rent or other mon due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

### 4. Termination

- 4.1 If there is a breach of any of this Agreement by the Tenant the Landlord may serve notice in accordance with Section 8 of the Housing Act 1988 (as amended).
- 4.2 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant, the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

### Landlord's Right of Termination

- 4.3 The Landlord is entitled to terminate this Tenancy for these reasons (including by Service of Notice in accordance with Section 8 of the Housing Act 1988 (as amended), as defined above):
  - 4.3.1 Any instalment of rent not received in full within 14 days of day due when the landlord formally demands it, after it has fallen due;
  - 4.3.2 Or if the tenant fails to comply with any of the Tenants Obligations under this agreement;
  - 4.3.3 Or if the Tenant becomes bankrupt;
  - 4.3.4 Or an Interim Receiver of the Property is appointed;
  - 4.3.5 Or if the Tenant (without making prior arrangements in writing with the Landlord) leaves the property vacant or unoccupied for more than 3 weeks.

### Effect of Termination

- 4.4 Termination of this Tenancy Agreement ends the Tenancy but does not release the Tenant from any outstanding obligations.
- 4.5 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(i)(b) of the Housing Act 1988 (as amended) to expire on the last day of the Fixed Term.
- 4.6 If the Tenancy has become a statutory Periodic Tenancy it may be terminated by:
  - 4.6.1 The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.
  - 4.6.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

### 5. The Deposit

- 5.1 If a deposit is taken it will be held and returned under the terms of one of the Tenancy Deposit Schemes detailed below:
  - Tenancy Deposit Solution Ltd (TDSL) trading as my|deposits**  
This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.
  - The Deposit Protection Service (The DPS)**  
This is known as the Custodial scheme. The scheme shall hold the deposit within the terms of the scheme. The Landlord shall retain any interest earned on monies properly deducted from the Deposit as specified in Clause 5.3 of this Agreement.
  - The Tenancy Deposit Scheme (TDS)**  
This is an insurance based scheme. The Landlord shall hold the deposit within the terms of the scheme. Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.
- 5.2 The Deposit shall be returned to the Tenant (less any deductions properly made) within 5 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.
- 5.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:
  - 5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.
  - 5.3.2 The enforcement of any of the provisions of this Agreement.
  - 5.3.3 Compensation in respect of the Tenant's use and occupation in the event that the Tenant fails to vacate the Property on the due date.
  - 5.3.4 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.
  - 5.3.5 The cost of any Bank or other charges incurred by the Landlord if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.
  - 5.3.6 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).
  - 5.3.7 Any other monies owed by the Tenant to the Landlord.
  - 5.3.8 Compensation for the breach of any terms of this agreement.
- 5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs, charges and expenses properly due.



**Tenant 2**

Name: (repeat as in Particulars) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Tenant's witness full name and address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Tenant's witness signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Tenant 3**

Name: (repeat as in Particulars) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Tenant's witness full name and address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Tenant's witness signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Tenant 4**

Name: (repeat as in Particulars) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Tenant's witness full name and address: \_\_\_\_\_

\_\_\_\_\_

Postcode: \_\_\_\_\_

Tenant's witness signature: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Note:** Witnesses to the signing of tenancy agreements are optional if the tenancy agreement is periodic or has a fixed term of less than 3 years. If the agreement has a fixed term of 3 or more years, witnesses are mandatory.

**Disclaimer:** This document is prepared in good faith by the National Landlords Association. It is issued in good faith but no responsibility whatsoever is accepted by the association or its officers for the accuracy of the legal effect of the document(s) nor shall the association or its officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

**Information for tenants**

The National Landlords Association is not a letting or managing agent. We do not hold records of members' tenancies. Tenants should contact their Landlord direct for any queries relating to their Tenancy.

Our online register of members will allow you to verify that the Landlord is a member of the National Landlords Association. For more information go to [www.landlords.org.uk](http://www.landlords.org.uk)