

Sublease Agreement UK

Governed by the Housing Act 1988, Renters' Rights Act 2025, Landlord and Tenant Act 1985, and Housing Act 2004

This Sublease Agreement (hereinafter "Sublease", "Contract", "Agreement") is entered into on

_____ (the "Effective Date"), by and between

_____, with an address of _____

(hereinafter referred to as the "Sublessor") and _____, with an address of _____ (hereinafter referred to as the "Sublessee"), also individually referred to as "Party" and collectively "the Parties".

The Sublessor entered into a Lease Agreement on the date of _____ (hereinafter referred to as the "Original Lease") to lease a property at a specific location, whereas the Sublessor wants to sublease that space to another party.

The Sublessee wishes to rent that space from the Sublessor, under the following terms.

I. General Terms

In consideration of the rent and covenants contained herein, the Sublessor hereby lets to the Sublessee, and the Sublessee hereby takes from the Sublessor, on a periodic tenancy basis the Premises owned by the Sublessor, located at:

(hereinafter referred to as "the Premises").

This Sublease shall commence on _____ and shall continue as an Assured Periodic Tenancy (APT) until terminated by either Party upon giving the other not less than two (2) months' written notice, as required under the Renters' Rights Act 2025.

Upon termination of this Agreement, the tenancy shall not automatically renew unless both Parties expressly consent to a renewal in writing signed by both Parties prior to the termination date.

II. Payment Terms

The Sublessee hereby agrees to pay the Sublessor

_____ per calendar month, for the rental of the Premises.

Rent shall be due on the _____ day of each month; the first rent payment is due on

_____.

Payments shall be made on the following terms:

- Payments shall be made at the following address:

- Payments shall be made via the following method: _____

- Other payment terms: _____

III. Late Payments

In the event that payment from the Sublessee is more than five (5) days late, the Sublessor shall be entitled to, but not limited to, the following remedies: entitlement to charge a late payment fee of

_____ % and/or pursuit of possession proceedings under the statutory grounds.

IV. Security Deposit

The Sublessee hereby agrees to pay

_____ as a Security Deposit, upon signing this Contract. This deposit shall serve as security against any damages caused to the Premises beyond normal fair wear and tear, and for cleaning, maintaining and refurbishing the Premises where necessary. The Sublessee shall be entitled to a full reimbursement of the said amount upon the termination of this Agreement, provided the Premises is returned in the same condition as received, subject to fair wear and tear.

The Sublessor shall protect the Security Deposit in a government-authorised tenancy deposit scheme (DPS, TDS or MyDeposits) within 30 days of receipt and shall serve the prescribed Prescribed Information on the Sublessee in accordance with section 213 of the Housing Act 2004. Upon termination of this Agreement, the Sublessor shall return the Security Deposit within thirty (30) days of the Sublessee's end of occupancy.

V. Insurance

The Sublessee hereby agrees to arrange and maintain contents insurance and/or renter's insurance that meets the minimum standards required under the Sublessor's Original Lease and any applicable statutory requirements.

VI. Utilities and Services

The Sublessee hereby agrees to be responsible for all utilities and/or services related to the Premises, including but not limited to gas, electricity, water, broadband, and council tax, unless otherwise agreed in writing.

VII. Representations and Warranties

This Contract constitutes a legally binding agreement between both Parties, as stated above. Each Party represents and warrants that they have the full authority and capacity to enter into this Contract and to perform their respective obligations hereunder.

Both Parties commit to not violating the rights of any third party, or otherwise breaching any other agreements made between them and any other person, business entity or governmental organisation. The Sublessor warrants that the subletting of the Premises is not in breach of the Original Lease and that written consent has been obtained from the superior landlord where required.

VIII. Waiver

The failure by either of the Parties to exercise any right, power and/or privilege under the terms of this Agreement shall not be construed as a waiver of any subsequent or future exercise of that right, power and/or privilege, or of any other right, power or privilege.

IX. Legal Costs

In the event that legal proceedings are commenced by either Party in connection with this Agreement, the successful Party shall be entitled to recover its reasonable legal costs and disbursements, including solicitors' fees, from the other Party, subject to any order of the court.

X. Severability

If any provision of this Contract is found to be void, unenforceable or invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be enforceable in accordance with the Parties' original intentions.

XI. Legal and Binding Agreement

This Contract constitutes a legally binding agreement between both Parties as stated above. Each Party confirms that they have read and understood this Agreement and have had the opportunity to seek independent legal advice before signing.

XII. Governing Law and Jurisdiction

This Contract shall be governed by and construed exclusively in accordance with the laws of England. The Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales for the resolution of all disputes arising out of or in connection with this Agreement.

XIII. Entire Agreement

This Contract contains the entire agreement and understanding between the Parties with respect to the subject matter hereof. This Contract supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. In the event that the Parties wish to change, add, or modify any of the terms of this Contract, they shall do so by a written amendment signed by both Parties.

The Parties hereby agree to the terms and conditions set forth in this Contract by their signatures below.

SUBLESSOR (MESNE LANDLORD)

Signature: _____

Full Name: _____

Date (DD/MM/YYYY): _____

Witness to Sublessor's signature:

Witness Signature: _____

Witness Full Name: _____

Witness Address: _____

SUBLESSEE (SUB-TENANT)

Signature: _____

Full Name: _____

Date (DD/MM/YYYY): _____

Witness to Sublessee's signature:

Witness Signature: _____

Witness Full Name: _____

Witness Address: _____

NOTE TO SUBLESSOR: Before this Agreement takes effect you must provide the Sublessee with: (1) the current MHCLG 'How to Rent' guide; (2) a valid Gas Safety Certificate (if applicable); (3) an Energy Performance Certificate (EPC); (4) Prescribed Information for the tenancy deposit scheme used; and (5) the government's prescribed Information Sheet under the Renters' Rights Act 2025. Failure to comply may expose the Sublessor to civil penalties of up to £7,000.