

BETWEEN:

- (1) [LANDLORD] [whose registered office is situate at [] ("the Landlord" which expression shall include its successors in title and assigns and those deriving title under it or them)
- (2) **THE SECRETARY OF STATE FOR THE HOME DEPARTMENT** acting through The Immigration and Nationality Directorate, Quest House, Cross Road, Croydon, CR0 6ER ("the Directorate")
- (3) [TENANT COMPANY]

WHEREAS:

- (A) The Directorate has appointed the Tenant Company by a contract made between the Directorate of the one part and the Tenant Company of the other part dated [] ("the Accommodation Contract") relating to the provision of certain services ("the Services") including the provision of accommodation for Asylum Seekers.
- (B) The Tenant Company has appointed the Landlord by an appointment made between the Tenant Company of the one part and the Landlord of the other part dated [] ("the Appointment") to provide services in connection with the Services.
- (A) Under the terms of the Accommodation Contract the Tenant Company agreed to require any sub-contractor (which term for the purposes of this agreement shall be deemed to include Landlords) to enter into a warranty in the form of this Agreement.

IN CONSIDERATION OF the covenants and agreements contained in this Agreement and the sum of one pound (£1) now paid to the landlord (the receipt and sufficiency of which is hereby acknowledged) the parties hereby agree as follows:

1. DUTY OF CARE

The Landlord warrants to and undertakes to the Directorate that:

- 1.1 it has complied with and/or shall comply with all the Landlord's obligations under the Appointment and that in the performance of its duties under the Appointment (whether to the Directorate or the Tenant Company) (and under any supplemental Agreements entered into after the date of the Appointment varying such duties under the Appointment) the Landlord has exercised and will continue to exercise all the reasonable skill care and diligence and that it will owe the same contractual duties (including without limitation any duty of care) to the Directorate as those owed by the Landlord to the Tenant Company under the Appointment; to the extent that it has provided accommodation, that such accommodation is of good and satisfactory quality; and