

## Section 1



# General terms

This is your Tenancy Agreement. It is a legally binding document which sets out your rights and responsibilities as one of our tenants.

It is an important legal document and should be kept in a safe place.

Conditions of Tenancy are marked in red text as they are important, and you must comply with them.

If you break any of these tenancy conditions we may have to take legal action against you in the courts. This could lead to you losing your home.

For further explanation of anything contained in this document, please see the fact sheets on our website.

Where 'you' is used in this agreement, it means you, all members of your household and any visitors to your property.

Where 'we' or 'us' is used in this agreement it means Enfield Council or any agent acting on its behalf.

### 1.1 Interpretation

Unless the contrary is stated or implied, the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, for example, the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that either are not addressed by statute or where the statute gives the council discretion.

### 1.2 What this agreement means

By signing the Tenancy Agreement you are entering into a legal contract with us to keep to all the conditions of your tenancy set out in this document.

This agreement is for both introductory and secure tenancies. If your tenancy is an introductory one, you do not have all the rights that you will have when your tenancy is secure. The section below, under the heading 'Introductory tenancies', outlines the rights you do have as an introductory tenant. Whether you are an introductory or a secure tenant, all the conditions will apply.

In this agreement, 'you' always means you, the tenant, or - in the case of joint tenancies - any or all of the joint tenants. Sometimes 'you' will include members of your household and visitors to your home. In this agreement, 'we' or 'us' means the London Borough of Enfield and its agents or representatives.

### 1.3 Personal information and photographs

#### Fair Processing Notice

We collect and process personal information to allow us to allocate homes and manage and improve services. This may involve sharing your personal data with other organisations that are contracted to carry out services on our behalf. This includes services provided to you such as repairs but also services delivered to us such as fraud detection provided by credit reference agencies. These organisations are obliged to keep your personal details secure. When we share information, we will draw up an agreement with the organisation that we need to share the information with. This is so that both sides understand why the information is being passed on, and what it can be used for.