2012-2013

# AGREEMENT

# FOR

# AGREED SHORTHOLD TENANCY

**AT**

**2 Brailsford Road,**

**Fallowfield**

**Manchester**
**M14 6PU**

THIS AGREEMENT IS MADE on the

**1. Definitions & Interpretation**

1.1. "Landlord(s)" include anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who subsequently owns the Premises.

1.2. "Tenant" includes anyone entitled to possession of the Premises under this Agreement. Where more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals.

1.3. "Landlord's Agent" is Himself, or anyone who subsequently takes over the rights and obligations of the Agent.

1.4. "Premises" includes any part or parts of the building boundaries fences garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.

1.5. "Fixtures and Fittings" include references to any of the fixtures, fittings, furnishings, or effects, floor, ceiling or wall coverings.

1.6. "Inventory and Schedule of Condition" is the document drawn up prior to the commencement of the Tenancy by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition which will be given to the Tenant at the start of the Tenancy after the check in of the Inventory and Schedule of Condition.

1.7. "Term" or "Tenancy" (set out in clause 3 of this Agreement) includes any extension or continuation of the contractual Tenancy or any periodic Tenancy arising after the expiry of the original Term.

1.8. "Deposit" is the money held by the Landlord's Agent in a stakeholder capacity during the Tenancy in case the Tenant should fail to comply with the terms of this Agreement.

1.9. "Stakeholder" means that deductions can only be made from the Deposit at the end of the Tenancy with the written consent of both parties.

1.10. "Notice Period" is the amount of notice that the Landlord must give the Tenant and vice versa.

1.11. "Stamp Duty" is the duty payable to the Stamp Office on the signing of this Agreement.

1.12. "Emergency" means where there is a risk to life or limb or damage to the fabric of the Premises or Fixtures and Fittings or property of the tenant contained therein.

1.13. "Water charges" include references to water sewerage and environmental service charges.

1.14. "Superior Landlord" means the person for the time being who owns any interest in the Premises that gives him the right to possession of the Premises at the end of the Landlord's lease of the Premises.

1.15. "Head Lease" sets out the promises your Landlord has made to his Superior Landlord. The promises contained in this Head Lease will bind the Tenant if he has prior knowledge of those promises.

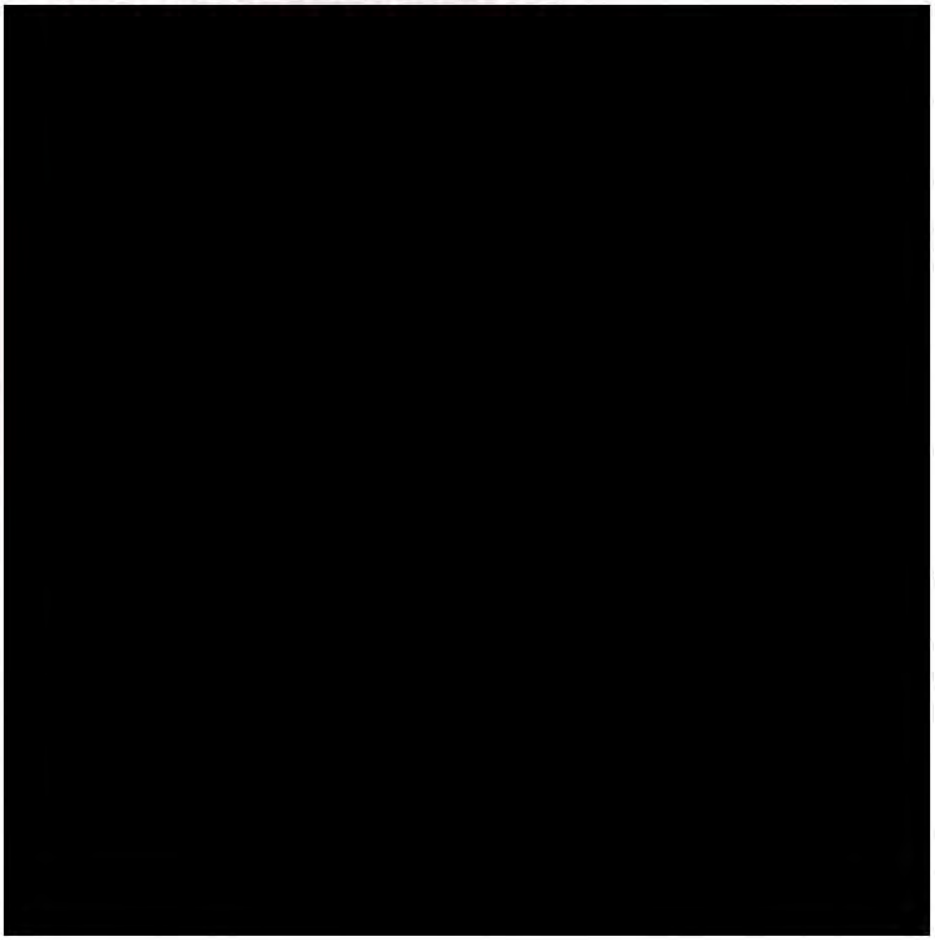
1.16. "the Policy" means any insurance policy held by the Landlord for the Premises or the Fixtures and Fittings.

1.17. References to the singular include the plural and references to the masculine include the feminine.

1.18. The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

## 2. The Parties to this Agreement

THIS AGREEMENT IS MADE BETWEEN



**3. The Main Terms of the Tenancy**

**3.1. Term of Tenancy**

The Landlord lets to the Tenant the Premises for the period from 15/10/12 up to and including 15/3/13 and shall end on (and include) subject to earlier termination as set out in Clause 7.2.

**3.2. The Rent**

The Tenants shall pay to the Landlord [redacted] payable in advance. The first payment shall be received as cleared funds by the 1st October 2012. Thereafter, payments shall be made on the 1st day of each month whether or not it has been formally demanded to:

[redacted]

**3.3. The Deposit**

The Tenants shall pay to the Landlord by the commencement of this Tenancy [redacted] as a Deposit, which shall be deposited by the Landlord with the Deposit Protection Service. At the end of the Tenancy the Landlord's Agent shall return the Deposit to the Tenant subject to the possible deductions set out in Clause 4 of this Agreement.

**3.4. Fixtures and Fittings**

The Tenancy shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition.

**3.5. Type of Tenancy**

This Agreement falls outside the scope of the Housing Act 1988.

**4. Dealing with the Deposit**

4.1. The Landlord shall place the Deposit with the Deposit Protection Service as soon as reasonably possible.

4.2. After the Tenancy the Landlord is entitled with the written consent of the Tenant to deduct from the sum held as the Deposit any monies referred to in clause 4.7 of this Agreement. If more than one such deduction is to be made by the Landlord, monies will be deducted from the Deposit in the order listed in clause 4.7.

4.3. The Landlord or the Agent shall notify the Tenant in writing of any deduction to be made under this Agreement. That notice shall specify the amounts to be deducted and the reasons for any deductions to be made. No deduction will be made from the Deposit without the written consent of both parties.

4.4. Should the parties be unable to agree the apportionment of the Deposit then the parties shall appoint an independent

arbitrator (the costs of such arbitration to be borne equally between the Landlord and the Tenant) and the decision of such arbitrator shall be final and binding on all parties.

4.5. At the end of the Tenancy the Landlord shall return the Deposit (subject to any deductions made under this part of the Agreement) within 14 days of the end of the Tenancy.

4.6. If the amount of monies that the Landlord is entitled to deduct from the Deposit under this Part exceeds the amount held as the Deposit, the Landlord may require the Tenant to pay that additional sum to the Landlord within 14 days of the Tenant receiving that request in writing.

4.7. The Landlord may deduct monies from the Deposit (as set out in clause 4.2) so as to compensate the Landlord for losses caused for any or all of the following reasons as a result of:

- any damage to the Premises and Fixtures and Fittings caused by the Tenant or resulting from any breach of the Terms of this Agreement by the Tenant; fair wear and tear, damage by fire or any other risk against which the landlord covenants to insure excepted;
- any damage caused or cleaning required as a result of any pets occupying the Premises (whether or not the Landlord consented to its presence);
- any other breach by the Tenant of the Terms of this Agreement;
- any instalment of the Rent which is due but remains unpaid at the end of the Tenancy;
- any unpaid account or charge for water, electricity or gas or other fuels used by the Tenant in the Premises;
- any unpaid council tax (if applicable)
- any unpaid telephone charges.
- any damage to the "garden" caused by neglect or fire

## 5. Obligations of the Tenant

### 5.1. General

5.1.1. Any obligation of the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any other person or persons to do or not to do that thing.

5.1.2. To be responsible and liable for all the obligations under this Agreement as joint and several Tenants if applicable, as explained in the Definition of the Tenant.

### 5.2. Paying Rent

5.2.1. To pay interest on any payment of Rent not made as set out in clause 3.2 of this Agreement.

5.2.2. Interest shall be payable from the date on which the Rent was due until the date on which the Rent is actually paid. The interest rate will be 2% above the Bank of England Base Rate.

**5.3. Further Charges to be paid by the Tenant**

5.3.1. To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord where the Landlord has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

5.3.2. To pay all charges falling due for the following services used during the Tenancy and to pay such proportion of any standing charge for those services as reflects the period of time that this Agreement was in force:

- gas
- electricity
- telecommunications & internet
- water

5.3.3. To pay to the Landlord all reasonable costs and expenses incurred by the Landlord or awarded by the Court in:

- recovering or attempting to recover any Rent or other monies in arrears;
- the enforcement of any reasonable obligation of the Tenant under this Agreement;
- the service of any notice relating to any major breach of this Agreement whether or not court proceedings are brought.

5.3.4. To pay any reasonable charges or other costs incurred by the Landlord if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.

5.3.5. To pay any relevant taxation, both local and national, linked to the tenant and their residence in the property;

- In the event of the Council Tax being abolished and replaced by another tax of a similar nature which may be substituted for it or levied in addition to it then the Tenant shall be responsible for payment of the same or the rent increased by an equal amount to take into account any such tax. The Landlord shall make such representations to the the relevant Council as to the waiver of Council Tax or any substitute Tax, in relation to the property as it is occupied by students, thereby obviating any payment of such tax or at all.

**5.4. The Condition of the Premises: Repair, Maintenance and Cleaning**

5.4.1. To take reasonable steps to keep the interior of the Premises and the Fixtures and Fittings in the same repair, decorative order and condition throughout the term as at the start of the Tenancy as noted in the

Inventory and Schedule of Condition. The Tenant is not responsible for the following:

- fair wear and tear
- any damage caused by fire unless that damage was caused by something done or not done by the Tenant or any other person residing, sleeping in or visiting the Premises;
- repairs for which the Landlord has responsibility as set out in this Agreement).

5.4.2. To inform the Landlord as soon as reasonably practicable of any repairs or other matters falling within the Landlord's obligations to repair the Premises as set out in this Agreement.

5.4.3. To keep the Premises and Fixtures and Fittings reasonably clean and tidy throughout the Term.

5.4.4. At the end of the Tenancy, to clean to the same standard to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy, as stated in the Inventory and Schedule of Condition.

**5.5. Insurance**

5.5.1. Not to do or fail to do anything that leads to the policy of insurance on the Premises, or Fixtures and Fittings not covering (in full or in part) the losses otherwise covered by the policy. The Certificate and Policy of Insurance held by the Landlord may be inspected by the Tenant prior to signing this Agreement and thereafter on reasonable request.

5.5.2. To inform the Landlord or his Agent of any loss or damage to the Premises or Fixtures and Fittings and to provide the Landlord or his Agent with details of such loss or damage within a reasonable time of that loss or damage having occurred.

**5.6. Access and Inspection**

5.6.1. To allow the Landlord or his Agent (or any superior Landlord) to enter the Premises upon giving at least 48 hours notice in writing, save in the event of an emergency, with or without workmen and with all necessary equipment. The Tenant is only required to allow such access when:

- the Tenant has not complied with a written notice under clause 5.4.11 of this Agreement and the Landlord wishes to enter the Premises in accordance with that clause;
- the Landlord, the Agent, or an appointed contractor seeks to carry out work for which the Landlord is responsible;
- the safety check of the gas appliances is due to take place;
- the Landlord or the Agent wishes to inspect the Premises.

5.6.2. To allow access in the last 30 days of the Tenancy for the Premises to be viewed by prior mutually acceptable appointment, at

reasonable times, during normal working hours, and upon the Tenant being given at least 48 hours' notice in writing, following a request by any person who is (or is acting on behalf of) a prospective purchaser of the Premises.

5.6.3. In the last 30 days of the Tenancy permit the Premises to be viewed by prior mutually acceptable appointment, at reasonable times, during normal working hours, and upon the Tenant being given at least 24 hours' notice, by prospective tenants of the Premises if accompanied by the Landlord or the Landlord's Agent.

5.6.4. To allow the Landlord to erect "for sale" or "to let" signs at the Premises during the 30 days of the Tenancy.

**5.7. Assignment**

5.7.1. Not to assign, sublet, part with, or share the possession of all or part of the Premises with any other person without the Landlord's prior consent, which shall not be unreasonably withheld.

5.7.2. Not to take in lodgers or paying guests or permit any person other than the person(s) named as the Tenant in this Agreement and any permitted children to occupy or reside in the Premises unless the Landlord has given consent, which shall not be unreasonably withheld.

**5.8. Use of the Premises**

5.8.1. To use the Premises only as a private residence for the occupation of the Tenants and their immediate families.

5.8.2. Not to register a company at the address of the Premises or run a business solely from the Premises.

5.8.3. Not to hold or allow any sale by auction at the Premises.

5.8.4. Not to use the Premises for any illegal or immoral purpose.

5.8.5. Not to use the Premises or allow others to use the Premises so as to cause a nuisance annoyance or cause damage to the Landlord or to any neighbouring, adjoining or adjacent property or the owners or occupiers of them. This shall include any nuisance caused by noise.

5.8.6. Not to decorate or make any alterations or additions to or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

5.9. Except in an emergency, the tenant must not arrange for any repairs to be carried out to the Property that are the Landlord's responsibility unless the Tenant has previously notified the Landlord of the disrepair and the Landlord has failed to carry out repairs within a reasonable time of the notice.

5.9.1. Not to remove the Fixtures and Fittings of the Premises or to store them in any way or place within or outside the Premises that may reasonably lead to damage to the items or to the items deteriorating more quickly than if they had remained in the same location as at the beginning of the

Tenancy without the prior consent of the Landlord which will not be unreasonably withheld.

5.9.2. Not to place any aerial, satellite dish, notice, advertisement, sign or board on or in the Premises without the prior consent of the Landlord which will not be unreasonably withheld.

5.9.3. To meet all costs of installation, removal and repair of any damage done as a result of breach of clause 5.9.2.

5.9.4. Not to keep any dangerous or inflammable goods, materials or substances in or on the Premises, apart from those required for general household use.

5.9.5. That the Tenant may hang a reasonable number of pictures in the Property PROVIDED THAT only commercial picture hooks or BluTak or other similar substances are used and extreme care is taken and no damage is sustained and at the end of the term all picture hooks are left in place and if any shadow marks appear and fade the surrounding area this will be treated as fair wear and tear and the Tenant shall not be held responsible for redecoration of the Property.

5.9.6. To leave the Fixtures and Fittings at the end of the Tenancy in the same places in which they were positioned at the commencement of the Tenancy as shown in the Inventory and Schedule of Condition prepared at the start of the Tenancy.

**5.10. Utilities**

5.10.1. Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Premises. This includes the installation or removal of any pre-payment meter without the prior written consent of the Landlord.

5.10.2. To inform the Landlord of any change of telephone number within 7 days of the Tenant being given the new number.

5.10.3. Not transfer the supply of any utility service to an alternative supplier, without the prior consent of the Landlord, which shall not unreasonably be withheld.

5.10.4. To facilitate the reading of the gas, electricity and water meters, if applicable, to be arranged by the Landlord at the end of the Tenancy and the departure of the Tenants from the Premises.

5.10.5. To pay all outstanding accounts with the utility service providers at the end of the Tenancy for the metered usage or the applicable proportion of any unmetered services.

**5.11. Leaving the Premises Empty**

5.11.1. To notify the Landlord before leaving the Premises vacant for any continuous period of 28 days or more during the Tenancy.

5.11.2. To comply with any conditions set out in the Landlord's Policy of Insurance relating to empty Premises, provided a copy of the policy is given to the Tenant. This provision shall apply whether or not the

Landlord has been or should have been notified of the absence under Clause 5.11.1 of this Agreement.

**5.12. Locks**

5.12.1. To pay any call-out charges or other charges incurred by the Landlord where the Tenant, his family or visitors has accidentally or negligently set off the burglar alarm.

5.12.2. Not to install or change any locks in the Premises without the prior consent of the Landlord, except in an emergency.

5.12.3. Not to have any further keys cut for the locks to the Premises without notifying the Landlord of the number of additional keys cut.

5.12.4. To return all keys to the Landlord or the Agent at the end of the Tenancy (whether before or after the term of this Agreement).

5.12.5. To return all remote controls, or other security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement).

**5.13. House Plants**

For the avoidance of doubt the Tenant will not be under any obligation to pay for or to replace any house plants that have been left in the Premises which have died.

**5.14. Car Parking Space**

5.14.1. To park private vehicle(s) only at the Premises and if the Tenant is allocated a car parking space, the Tenant will only park in the space allocated to the Premises.

**5.15. Refuse**

5.15.1. To place all refuse in a plastic bin liner and put it in the dustbin or receptacle made available.

5.15.2. To dispose of all refuse through the services provided by the Local Authority.

**5.16. Notices**

5.16.1. To forward any notice order or proposal affecting the Property or its boundaries to the Landlord or his Agent within a reasonable time of receipt of any notice, order, or proposal.

5.16.2. To forward all correspondence addressed to the Landlord at the Property to the Landlord or the Agent within a reasonable time.

**5.17. Inventory and Checkout**

5.17.1. To return a signed copy of the Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy, within 7 days of receipt of the inventory with any written amendments or notes.

5.17.2. To agree that the Check-In Inventory and Schedule of Condition given to the Tenant at the start of the Tenancy will be regarded as a true record of the Condition of the Premises and will be used to assess all damage for check-out purposes at the end of the Tenancy, if the signed

copy with any amendments or alterations referred to in clause 5.17.1 above is not returned to the Landlord or the Agent.

**5.18. Animals and Pets**

Not to keep any animals or birds (whether domestic or otherwise) in the Premises without the prior consent of the Landlord which will not be unreasonably withheld but which may be withdrawn upon giving reasonable notice.

**6. Obligations of the Landlord**

**6.1. Quiet Enjoyment**

6.1.1. To allow the Tenant to quietly hold and enjoy the Premises during the Tenancy without any unlawful interruption by the Landlord or any person rightfully claiming under, through or in trust for the Landlord or by title paramount.

**6.2. Consents**

6.2.1. To confirm that all necessary consents have been obtained to enable the Landlord to enter this Agreement (whether from Superior Landlords, lenders, mortgagees, insurers, or others).

**6.3. Statutory Repairing Obligations**

6.3.1. To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose on the Landlord obligations to repair the structure of the Premises and exterior (including drains, gutters and pipes); certain installations for the supply of water, electricity and gas; sanitary appliances including basins, sinks, baths and sanitary conveniences; and for space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity. This obligation arises only after notice has been given to the Landlord by the Tenant as set out in this Agreement.

6.3.2. To repay to the Tenant any reasonable costs incurred by the Tenant to remedy the failure of the Landlord to comply with his statutory obligations as stated in clause 6.3.1 above.

**6.4. Insurance**

6.4.1. Landlord agrees to insure the property, against fire and all other risks normally covered by a Buildings Policy. The Landlord will produce to the Tenant full details of such insurance.

6.4.2. To provide a copy of the relevant insurance certificate and policy to the Tenant at the start of the Tenancy.

**6.5. Other Repairs**

To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings.

**6.6. Utilities**

6.6.1. To ensure there is a working telephone line at the property.

6.6.2. To ensure that services for gas, water and electricity are connected to the property and if they have been disconnected for any reason to arrange and pay for the costs of reconnection as soon as possible.

**6.7. Safety Regulations**

6.7.1. To confirm that all the furniture and equipment within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

6.7.2. To confirm that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.

6.7.3. To confirm that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994.

**6.8. Head Lease**

6.8.1. To comply with all the obligations imposed upon the Landlord by a Superior Landlord if the Premises are held under a Superior Lease.

6.8.2. To take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.

**6.9. Other Taxes**

6.9.1. To pay, cover and compensate the Tenant for all tax assessments and outgoings for the Premises apart from those specified as the obligations of the Tenant in this Agreement.

**6.10. Inventory and Check Out**

6.10.1. To prepare a comprehensive Inventory prior to the commencement of the Tenancy.

6.10.2. To provide a copy of the Inventory to the Tenant's Inventory Clerk at the check in inspection.

**6.11. Possessions and Refuse**

6.11.1. To remove or pay for the removal of all the possessions of the Landlord and any rubbish prior to the start of the Tenancy.

**7. Interrupting or Ending this Agreement**

It is further agreed between the parties:

**7.1. Ending the Tenancy and Forfeiture**

7.1.1. If at any time:

- the Rent, or any part of the Rent remains unpaid for 28 days after coming due, whether formally demanded or not; or
- if any agreement or obligation of the tenant is not complied with; or
- if the Premises shall be left unoccupied for more than 28 days without notifying the Landlord;

the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises with the County Court Bailiff. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement If the Tenant vacates the Premises during the Term the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires; or the Premises are re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the Premises.

**7.2. Tenant's Break Clause**

7.2.1. The Tenant may determine the Tenancy at any time after the expiration of the first five (5) months by giving to the Landlord or the Landlord's Agent not less than one (1) months' prior written notice of his desire and up to the time of determination (which for the avoidance of doubt will not be earlier than six months from the commencement date of this Agreement) pays the Rent and reasonably performs the obligations on his part contained in this agreement then on the expiration of the notice the Tenancy shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation.

**7.3. Landlord's Break Clause**

7.3.1. The Landlord may determine the Tenancy at any time after the expiration of the first four (4) months by giving to the Tenant not less than two (2) calendar months' prior written notice of its desire and up to the time of determination (which for the avoidance of doubt will not be earlier than six months from the commencement date of this Agreement) pays the Rent and reasonably performs the obligations on his part contained in this agreement then on the expiration of the notice the Tenancy shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation.

**7.4. Removal of Goods**

7.4.1. The Tenant will be responsible for meeting all reasonable removal and/or storage charges, when small items are left in the Premises which can be easily moved and stored; and the Landlord elects to remove them from the Premises and store them for a maximum of one month. However, charges will only be incurred where the Landlord has given the Tenant written notice addressed to the Tenant at the forwarding address provided by the Tenant, or in the absence of any address to the address of the Premises; that he

considers that items have not been cleared; and the Tenant has failed to collect the property promptly thereafter. If the items are not collected within one month of the Tenant being notified the Landlord may dispose of the items and the Tenant will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

7.4.2. The Tenant will remain liable for Rent and other monies under this Agreement when the Premises are left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to the Tenant; which may prevent the Landlord residing in, re-letting, selling or making any other use of the Premises until the items are removed from the Premises; or the Landlord or the Agent remove, store or dispose of the items after giving the Tenant at least 14 days written notice, addressed to the Tenant at the forwarding address provided by the Tenant; or in the absence of any address after making reasonable efforts to contact the Tenant; that they consider the items to be abandoned. The Tenant will be responsible for meeting all reasonable disposal, removal and or storage charges; the costs of which may be deducted from any sale proceeds or the Deposit. If there are any remaining costs after the above deductions have been made they will remain the liability of the Tenant.

**7.5. Interruptions to the Tenancy**

7.5.1. If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord has insured, Rent will cease to be payable until the Premises are reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant, his family or his visitors.

7.5.2. If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written notice to the other party.

**7.6. Notice**

The Landlord has notified the Tenant that according to sections 47 and 48 of the Landlord and Tenant Act 1987 the address at which notices (including notices in proceedings) or other written requests may be sent to the address on page 3 of this agreement.

7.6.1. The Tenant shall as soon as reasonably practicable deliver or post any notice which is delivered or posted to the Premises for the Landlord to the Landlord or the Agent.

7.6.2. The provisions as to the service of notices are that if the Landlord or the Agent deliver by hand any Notices or documents which are necessary under the Agreement, or any Act of Parliament to the Premises by 5pm or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post the

documents will be deemed delivered upon proof of delivery being obtained; or the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Premises or the last known address of the Tenant if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

7.6.3. The provisions as to the service of notices are that if the Tenant or his agent deliver by hand by 5pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament at the address specified or the last known address of the Landlord if different; and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered on the next working day which excludes Saturdays Sundays and Bank Holidays; or if any documents or Notices are sent by registered, or recorded delivery post at the address specified in clause 0 the documents will be deemed delivered upon proof of delivery being obtained; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the addressed to the Landlord at the address in clause 7.5.1 and reasonable evidence is kept of the delivery; the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sundays and Bank Holidays.

**7.7. Stamp Duty**

7.7.1. The parties certify that there is no other agreement for a long term lease or tenancy, which attracts Stamp Duty payable at a higher rate on a purchase or premium, to which this Agreement gives effect.

SIGNATURES TO THE AGREEMENT

*DO NOT SIGN THIS AGREEMENT IF YOU DO NOT WANT TO BE BOUND BY IT*

SIGNED

By, or for and on behalf of,
the LANDLORD
SIGNED

By, or for and on behalf of,
the TENANT
WITNESS'S SIGNATURE
WITNESS'S NAME AND ADDRESS

SIGNED

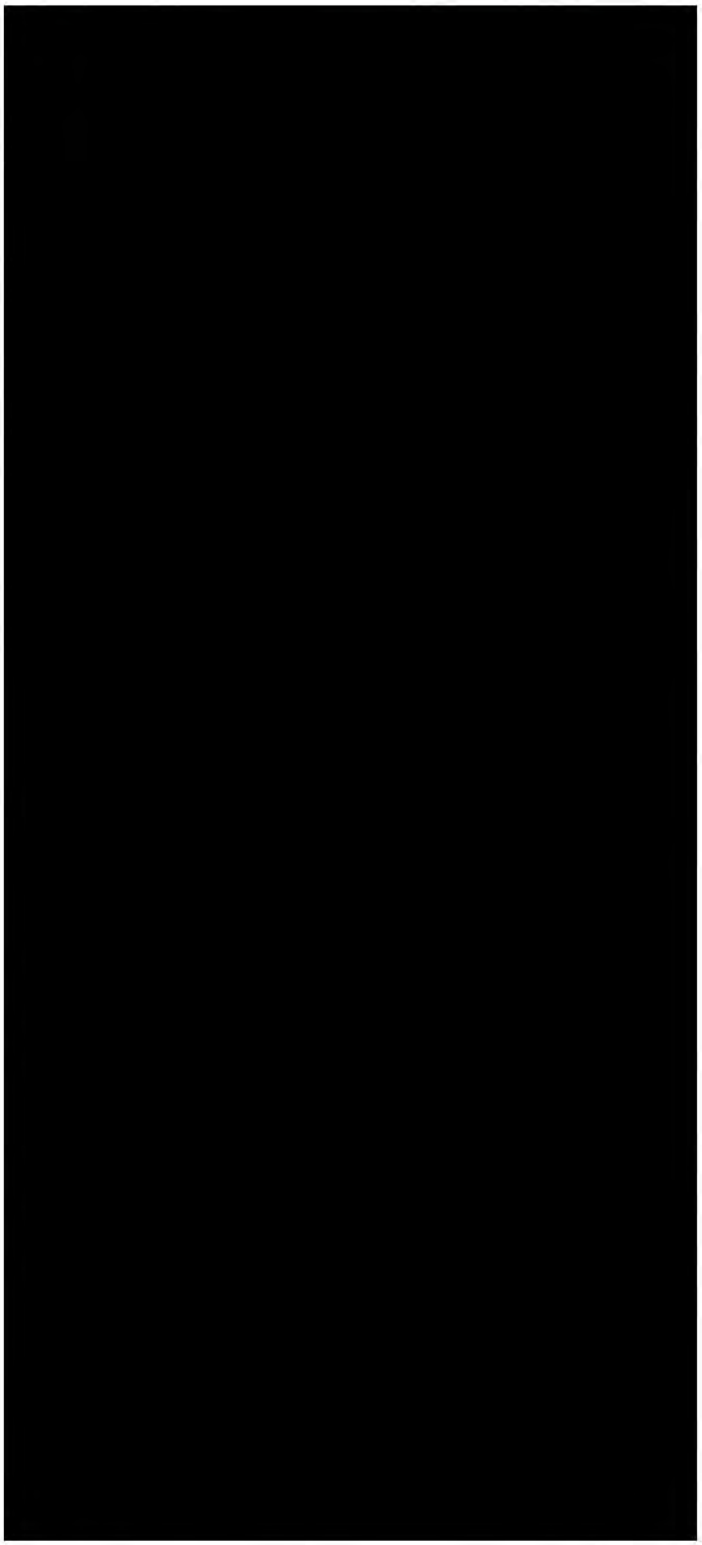
By, or for and on behalf of,
the TENANT
WITNESS'S SIGNATURE
WITNESS'S NAME AND ADDRESS

SIGNED

By, or for and on behalf of,
the TENANT
WITNESS'S SIGNATURE
WITNESS'S NAME AND ADDRESS

SIGNED

By, or for and on behalf of,



the TENANT

WITNESS'S SIGNATURE

WITNESS'S NAME AND ADDRESS

[redacted]