

Year 2019/20

Contractual Tenancy Agreement

This is a contractual tenancy agreement. It gives you a right to live in The Property until the contract is brought to an end in line with the conditions set out in sections 12, 13 and 14 of this agreement.

Do not sign it without reading it. When you sign this document you are agreeing to all the conditions in it. Make sure it contains everything you want to agree to and nothing you do not want to agree to.

This agreement is between:

1. Elayne & Carlton Webber

(us, the Landlord)

2. and

Matthew Thomas Bryan
Josh Goodson Hay
Tom Michael J Simms
Yudhit Sharma
Samuel Oliver Robins
Ronan Alexander Bell

(you, the Tenant/s)

3. Any persons detailed in 'guarantor agreement' additional to this agreement. (The Guarantor/s)

It relates to:

87 Ladybarn Lane
Ladybarn
Manchester
M14 6RG

(The Property)

The rent is £2600.00, payable every calendar month subject (if applicable) to the retainer payments clause below (1).

You must make the first payment on the 01/07/2019 and further payments on the first day of every month.

You have paid a deposit of £3000.00.

The deposit is held by:

The start date (when you can begin living in the Property) is 01/07/2019 and this contract ends on 30/06/2020.

In line with section 48 of the Landlord and Tenant Act 1987, you can contact us at the address below:

2 Mardale Drive
Gatley
Stockport
Cheshire
SK8 4AW

Telephone: 0771 110 6894 Carlton or 0775 218 2779 Elayne

1) Retainer Payments

If you are reserving the Property over the summer months for the subsequent academic year, then you will have to pay to us a retainer which is a fee equivalent to half the monthly rent stated above for July and August, the first two months of the tenancy agreement.

This Retainer Payment does not allow you to occupy or use the Property and they do not prevent the Landlord dealing with or otherwise occupying or using the Property.

Retainer Payments are made only to guarantee to you the exclusive right to occupy the Property on the terms of this Agreement with effect from the 1st of September 2019

2) Rent and other charges

1. You must pay the rent in full and on the dates agreed. If you pay the rent (or any part of it) late, we will charge you interest at 8% a year once the rent (or any part of it) is 14 days' late. We will charge you interest on all unpaid rent from the date the rent was due to be paid up until the date we receive full payment, and such interest will be recoverable as if it were due as rent under this agreement. If we receive your rent from someone else, we will consider them to be your agent. We will not create a tenancy with any person who pays rent on your behalf.
2. You do not have to pay rent for any period during which you are lawfully prevented from living in the Property. We will work out the amount of rent which you do not have to pay for every day you lawfully prevented from living in the Property. This condition does not apply if:
 - a. you cannot live in the Property because you or your guests, or invitees did something (or failed to do something) which meant that our insurance policy for the Property is no longer valid; and;
 - b. we have given you notice of the conditions of that policy, or;
 - c. the reason preventing you from lawfully living in the Property occurs as a result of any act or omission of you or your invitees for which we are not insured against or as a result in a change of your personal circumstances.
3. You must pay the Council Tax for the Property.
4. You must pay for all gas, electricity, water, sewage, phone and other services supplied to the Property.
5. You must arrange to receive bills for the taxes and services mentioned in conditions 3 and 4, and you must pay the amounts in full and on time. You agree that you are responsible for the items mentioned in conditions 3 and 4 after the end of this contract, until the tenancy has legally ended.
6. We or our agent may recover any reasonable costs we have to pay for call-outs to the Property resulting from changes to the alarm code that we were not told about, or your friends or relatives not knowing the code.
7. We or our agent may recover any reasonable costs we have to pay for call-outs because you have locked yourself out of the Property.
8. You agree to pay for damage caused to alarms or lights at the Property due to a lack of electricity supply if you caused the lack of electricity supply.

9. You will be responsible for any reasonable call-out charges if you wrongfully ask for a workman to come to the Property, and this is due to incorrect information or against our or our agent's advice.
10. You will have to pay workmen's call-out charges if you fail to keep an appointment. You can avoid these charges if you cancel the appointment at least two hours before the appointment, or tell us or our agent that workmen may go to the Property without you being there.

Other charges you may have to pay

We may have to pay costs if you do not keep to the conditions of this contract. The law allows us to recover our reasonable costs from you. The costs you will have to pay are as follows:

1. If we or our agent has to send you a letter because you have broken the agreement (including owing rent) you must pay our reasonable costs of not more than £20, excluding VAT.
2. If your bank returns a cheque, standing order or direct debit unpaid, you must pay our reasonable costs of not more than £20, excluding VAT.
3. If we send you a Section 8 Housing Act 1988 notice because you have broken this agreement you must pay our reasonable costs of not more than £35, excluding VAT. We will not additionally charge you for any covering letter.
4. If you do not respond to the notice, and as a result we or our agent have to visit you at home, you will pay our reasonable costs of not more than £60, excluding VAT.
5. If we have a genuine reason to believe that you have abandoned the Property and we have to visit the Property and speak to neighbours and authorities, you agree to pay our reasonable costs of not more than £60, excluding VAT.

3) Deposit

Any interest earned on the Deposit will belong to the Landlord. We keep the deposit to pay for any of the following which may happen.

1. If you do not pay your rent (although you are not allowed to use the Deposit instead of paying rent).
2. If you or your visitors damage the Property or the furniture that we have provided.
3. Any reasonable legal or other expenses we have to pay as a result of you not meeting the conditions of this agreement. You may also lose some of the Deposit if you leave before the end of the agreement.
4. If you break any condition of this agreement.
5. You agree that we may use the Deposit to pay for any unpaid utility bills (gas, water and electricity) or Council Tax bills at the end of the tenancy.
6. If we have to pay for removing or storing any belongings you leave behind at the end of the tenancy, or clearing any rubbish which you have left.
7. If we have to have the Property cleaned because you do not leave the Property in the same clean condition that it was in when the tenancy started, depending on fair wear and tear

We will give you the Deposit back, within 14 days, when you provide paid final accounts for gas, water, electricity, phone and Council Tax, and once we have checked the Property. If there is a disagreement that we and you cannot sort out, the matter will be dealt with in the county court. If there is a disagreement, we will only return the amount of Deposit the disagreement is about to you if the county court orders us to. If there is a disagreement, we will only keep the amount of Deposit the disagreement is about.

4) Unacceptable behaviour

1. You must not use or threaten to use violence against a person who is lawfully living in the Property.
2. You must not do anything which creates a risk of significant harm to a person who is lawfully living in the Property.
3. You must not cause a nuisance to or annoy any person living in, visiting or working in the area around the Property. This includes loud music or other noise which can be heard outside the Property

between 11 pm and 9am, or which will annoy anyone at any other time.

4. You must not use or threaten to use the Property, or any shared areas that you are entitled to use under this contract, for criminal purposes.
5. Do not put anything into the drains that may block them.
6. Do not have any form of heating other than that we have provided. Paraffin heaters, portable gas heaters, liquid petroleum gas and electric fires, other than those we have provided are not allowed. You can use electric oil-filled radiators. You must not store any petrol or paraffin inside the Property.
7. You must not block any flues or ventilators to the Property.
8. You must not obstruct hallways, corridors, stairs and exits from the Property.
9. You must not put rubbish anywhere other than in the areas provided.
10. You must not allow the gas, water or electricity to become disconnected. You must pay for reconnecting these if it was your fault they were disconnected.
11. You must not keep any pet without our permission, in writing. We will not unreasonably withhold our permission, but may grant it with conditions which protect the Property and the interests of people living nearby. If we give you permission, you must keep your pet under proper control and pay an extra deposit of two weeks' rent to cover possible damage that may be caused. You also agree to pay for flea treatment at the end of the tenancy and a repeat treatment three months later. The second treatment is to deal with larvae which have not yet hatched and will not be killed by the first treatment.
12. You must not allow or encourage any person who is living in or visiting the Property to act in any way mentioned in these conditions.
13. You must not put up posters in the Property that can be seen from outside the Property or that will cause damage to The Property.
14. We will have either a freehold interest or a long lease on The Property you are renting. By law, we must perform certain responsibilities, and so must you. You must not:
 - a. hold any auction on the Property;
 - b. reduce the amount of light that comes into the Property; or;
 - c. fix, or allow to be fixed, any sign, notice, advertisement or poster anywhere on the Property which can be seen from outside the Property or will damage the Property.

We will tell you about any other responsibilities we have to perform (and that you also have to perform) at the end of this tenancy agreement.

5) Using the Property

1. You must use the Property as a private home and you may not run a business at the Property or allow anyone else to do so.
2. You may allow people to live in the Property as lodgers if we agree in writing.
3. You may transfer this contract if we agree. The person who you transfer the contract to must be suitable both in terms of their financial situation and their character. If you transfer this contract, any person who has guaranteed your responsibilities under this contract is released from that guarantee after you transfer this contract. We may refuse to transfer if a suitable guarantor cannot be found. We will not unreasonably withhold our permission for you to do this.
4. You must not allow the Property to become overcrowded.
5. If the Property is not a licensed house in multiple occupation, you must not allow more people to move in so that the Property will need a license. That could mean as few as three people living in the Property who are not related. Your local council can advise you as to local laws.
6. If as a result of you breaking 4 and 5 of this condition, we or our agent are fined, you must pay us or our agent the amount of those fines and any reasonable legal costs we have to pay.
7. You must use all locks that are fitted to the Property and set the burglar alarm (if there is one) when you go out. You must ensure the Property is fully secured. You must tell us or our agent if you change the burglar alarm code in case we need to enter in an emergency.

8. You must not give a key to anyone other than a person named as a tenant on this contract, a member of your family living at the Property, or an authorised lodger. If at the end of the tenancy we believe that we have not received all the keys to the Property, you will have to pay our reasonable costs for fitting replacement locks. That is because we have a duty to make sure that future tenants are protected. You must keep the Property secure.

6) Our right to enter the Property

1. We may enter the Property at any reasonable time to carry out gas safety inspections, carry out any other inspection needed by law, or deal with pests.
2. We may enter the Property at any reasonable time to inspect the condition or to carry out work or repairs needed to meet our responsibilities.
3. We may enter the Property at any reasonable time to conduct viewings as per 13:1 below.
4. We must give you at least 24 hours notice before doing this (1 -3), or asking someone to do this on our behalf.
5. If there is an emergency and we need to enter the Property immediately, we are entitled to enter, or if necessary force entry to, the Property without giving you any notice. You may have to pay for any damage done in the process of forcing entry to the Property if it was your fault that we needed to force entry.
6. You must tell us about any fault or repair, in writing, which we are responsible for. If you do not, you may have to pay for any further damage caused as a result of any delay.

7) Looking after the Property

You are not responsible for fair wear and tear to the Property or to fixtures and fittings, but you must do the following:

1. Take care of the Property and any furniture we have provided.
2. Take care of any fixtures and fittings, and take reasonable precautions to prevent freezing pipes.
3. Keep surface drain covers free from leaves and other waste.
4. Arrange to have your chimneys swept every 12 months if you have a coal or log fire.
5. Clean mould from walls and other surfaces regularly.
6. Repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by you or anyone using or visiting the Property.
7. Not damage walls to hang pictures;
8. Do not remove any fixtures or fittings from the Property without our permission, or bring a water bed into the Property.
9. Do not redecorate without our permission. We will not unreasonably withhold our permission as long as the planned scheme is likely to be acceptable to future tenants and is carried out by a skilled person to a professional standard. You must send us samples of proposed wallpapers and paint you plan to use. We will only give our approval in writing
10. Do not make any improvement or alteration to the Property without our permission in writing. We have the right to refuse our permission for any alterations or improvements, or we may attach certain conditions. Any fixtures become our Property.
11. Do not spend money on repairs without our permission in writing. You do not have authority to employ workmen on our behalf. If you do, you will have to pay for them unless you were acting reasonably to deal with emergency repairs which we are responsible for, and we could not be contacted in advance.
12. If you have a garden, you must keep it tidy and well maintained, and not remove any trees or plants. You must not lop, top or cut down any trees. You must not alter the general appearance of the garden.
13. You agree to pay for damage to doors and windows if the police break into the Property as a result of any criminal activity by you or any person you have invited into the Property or who is allowed to live there.

14. You agree to replace all fuses, light bulbs, fluorescent tubes and smoke-alarm batteries whenever necessary. You agree to regularly test fire alarms, smoke alarms and carbon-monoxide detectors, if there are any.
15. You agree to pay for the treatment needed to get rid of fleas, ants, mice, wasps nests and other pests unless you call prove that these are a result of us not meeting our repairing responsibilities or these existed before the start of your tenancy.
16. You agree to allow our workmen to use any gas, water or electricity at the Property to carry out their work. If you do not agree to this you may have to pay the cost of the workmen hiring other equipment.
17. You must disconnect the gas, water or electricity if these are not working correctly. You can usually disconnect the gas and electricity at the meter. The water stopcock is situated (landlord to notify location)

8) Giving us relevant notices about the Property

You must give us the original copies of any notices, orders or similar documents about the Property or any nearby land that are addressed to us and delivered to the Property. You must do this as soon as possible. This may include, for example, notices under the Party Wall Act 1996 or planning applications. You may send them to our address given at the start of this contract.

9) Our responsibility to repair

1. We must make sure that there is no category -1 hazard in the property. A category -1 hazard is one which has a score of 1000 points or more on the Housing Health and Safety Rating System. If the Property forms part of a building, we must make sure there is no category -1 hazard on the structure or outside of the building or in the shared areas.
2. We must maintain the structure and outside of the Property (including drains, gutters and outside pipes), the service installations, and the heating and hot-water systems in the Property.
3. Under terms 1 and 2, we will maintain the Property to a standard which is reasonable considering the age and character of the Property and the period during which the Property is likely to be available for people to use as a home.
4. We must repair any damage caused by work and repairs we carry out to meet our responsibilities under terms 1 and 2.

Limits on our responsibilities to repair - general

Term 1 above does not give us any responsibility for a category -1 hazard which we cannot remove at reasonable expense. Under terms 1 and 2, we do not have to rebuild or repair the Property or any part of it, if it was destroyed or damaged by a 'relevant cause', or to repair anything which you are entitled to remove from the Property. Relevant causes are fire, storm and flood or any other accident which could not have been avoided.

We are not responsible for failing to meet terms 1 to 4 above if we do not have rights over other parts of the building to allow us to carry out the work or repairs.

Limits on our responsibility to repair - your fault

Under term 1, we are not responsible if a category -1 hazard has been caused by a lack of care by you or anyone who is allowed to use the Property.

Under terms 2 and 3, we do not have to carry out work or repairs if they have been caused by a lack of care by you or anyone who is allowed to use the Property.

'Lack of care' means a failure to take proper care of the Property or any shared areas you are entitled to use under this contract.

Limits on our responsibility to repair - notice

We will not have any responsibilities under terms 2 and 3 until we are told about any work or repairs

that are necessary.

We will meet our responsibilities under these terms if we carry out the necessary work or repairs within a reasonable time after the day on which we are told they are necessary.

A new landlord is treated as becoming aware any works or repairs that are needed on the date of the transfer, but not before.

10) Joint tenants

1. You may, with our permission, make another person a joint tenant under this contract.
2. A joint tenant is entitled to all the rights, and has all the responsibilities, of a tenant under this contract from the day on which they become a joint tenant.
3. A joint tenant may withdraw from this contract by giving us a withdrawal notice in writing. We do not have to accept the notice before the end of the fixed term of this contract.
4. The notice period must be at least one calendar month and the notice must show the date on which the joint tenant wants to end their part of this contract.
5. The joint tenant must give a written notice to the other joint tenant when they give us the withdrawal notice.
6. We will offer a new contract to the remaining tenants and any suitable replacement joint tenants they want to add to the new joint contract.
7. The remaining tenants will be required to written confirmation that they agree that the departing joint tenant is up to date with payments associated with the Property, and has not caused any damage to the Property.
8. The legal effect of a joint contract is that tenants can be made to pay for any cost arising under this contract either as an individual or together.

11) Survivorship

1. If a joint tenant dies, or is no longer part of this contract for some other reason, the remaining joint tenants will be fully entitled to all the rights and have to meet all responsibilities under this contract.
2. The joint tenant is not entitled to any right and will not have any responsibility after they end their part of this contract.
3. Nothing in terms 1 and 2 removes any right or responsibility that the joint tenant had before they ended their part of this contract.
4. Terms 1 to 3 do not apply where a joint tenant is no longer part of this contract because their rights and responsibilities under this contract are transferred.

12) Ending the contract

1. Two months before the end of this contract, we will either offer you a new contract or send a notice to tell you that we will not renew the contract. The notice will be served in line with the conditions of section 196 of the Law of Property Act 1925, and will either be given to you in our office at the start of the contract, or posted to the address on the contract by us or our agent. If we are aware that you have moved to another address, we will also send a copy of the notice to that address by first-class post.
2. The notice will not apply if we withdraw it before this contract ends and you do not object.
3. You may end this contract by giving us at least one month's notice in writing that you will give up the Property on the date shown on the notice. You may give the notice at any time, but it must be sent by first-class recorded delivery or handed to us or our agent during normal office opening times (depending on point 13.6).
4. If you give up the Property on a date earlier than the date shown on the notice, the tenancy will end on the date shown on the notice.
5. Neither notice will apply until it has been legally served on the other side, or before six months have passed from the start of this contract, whichever is later.
6. The notice will not apply if, before this contract ends, you withdraw the notice and we do not object

to the withdrawal.

7. At the end of our notice in term 1, we may make a claim to the court to repossess the Property.
8. We may end the tenancy before the contract term ends if you break any condition of the tenancy.
9. If you are the only tenant and you die, this contract will end one month after your death or when we receive notice of your death from an authorised person, if this is earlier.
10. Only you, a person authorised by you in writing or your personal representative if you have died can give notice to end your tenancy.

13) When this contract ends

1. You agree to allow us to show future tenants around the Property in the last 28 days of the tenancy, except where the Property is occupied by students, in which case we will conduct viewings starting from the second day of January and continuing until a new tenancy is secured on the Property. We will give you 24 hours' notice if we want to do this.
2. You must leave behind anything belonging to us and anyone staying in the Property.
3. No one else must be living in the Property when you leave. Your tenancy will continue (as will your responsibility to pay standing charges for gas, water and electricity and for Council Tax) if you do not leave the Property empty. You agree to pay our reasonable legal costs if we have to go to court to repossess the Property from someone you have allowed to stay in the Property after you have left.
4. You agree to us getting rid of anything that you leave behind at the end of the tenancy and you agree to pay our reasonable costs. You agree to pay us for any damages we may have to pay to someone whose belongings we get rid of in line with condition 2.
5. If you moved any of our furniture during, the tenancy, you must return it to where it was at the start of this contract.
6. You must return to us all the keys to the Property (including any extra keys that have been cut).
7. You must make sure the Property is in the same clean condition that it was in when the tenancy started (depending on fair wear and tear). You will not be allowed extra time after the end of the tenancy to return to clean it. You must clean inside the windows. You agree to pay for all carpets that have been damaged during your tenancy to be cleaned.
8. Any deposit will be returned to you that we are not holding to cover any damage, within 14 days of you providing paid final accounts for gas, water, electricity, phone and Council Tax. This will tell us the details of the current suppliers and to help us to protect the Property from an adverse credit rating, if you do not pay your bills. If you want us to post the cheque to you, you will need to give us your new address.
9. You agree that we can send details about the way you have managed this tenancy to any future landlord, and to other agents and landlords, and to the 'bad tenant' data-bases if you have not managed your tenancy properly. You agree that we can pass details we have about you to any of your creditors (people you owe money to) who may make an enquiry about you.

14) Forfeiture clause

A court may order you to leave the Property before the end of the contract if any of the following happens.

1. You have not paid rent or other monies due under this agreement for more than 14 days after it is legally due.
2. You or your representative provided references which were false or misleading.
3. You break any condition of this contract.
4. You leave the Property empty for more than 28 days (without our permission) or it seems that you have abandoned the Property.
5. You become bankrupt, or a winding-up order is made against you, your belongings are seized by bailiffs, or you enter a voluntary arrangement with the people you owe money to. If any of these things

happen, we have the right to enter the Property after the bailiffs evict you following a court order for possession. We will start this process by sending you a notice in line with section 146 of the Law of Property Act 1925.

We may only enter the Property and take possession if a court order allows us to do this.

15) Insurance

1. We agree to insure the Property with a reliable insurance company, and keep it insured during the period of this contract and any time you continue to be a tenant. The risks that will be covered are those normally found in a comprehensive insurance policy.
2. We will not insure your belongings. We will only accept responsibility for your belongings if the damage or loss is caused by something we have done. You should make enquiries yourself about insuring your belongings.
3. If we make a claim under our insurance policy and we have to pay the first part (known as the excess), you agree to repay the excess if the claim was as a result of you or someone you had invited into the Property failing to act reasonably.

16) Gas safety certificate.

We will have a landlord gas safety certificate at the start of this contract, and will have it renewed every year by a CORGI registered gas fitter. You agree to allow our workmen into your Property to do this.

17) Other conditions

1. If any condition of this contract cannot be enforced or is found to be unfair, it does not affect the other conditions of the contract. Only the condition that is affected no longer applies.
2. References to you also mean all joint tenants who have signed this agreement, and the guarantors if there are any. The responsibility is joint and several which means that one or all of the people named can be asked to repair any damage or cover any loss we have suffered.

18) Other acts of parliament.

No-one else will benefit from this contract as allowed by the Contracts (Rights of Third Parties) Act 1999. The Consumer Protection (Distance Selling) Regulations 2000 do not apply to this agreement.

Guidance Notes for Moving-In

1. It is essential you ensure that all relevant services are connected to your home ready for you to move in. You can contact all the necessary suppliers on the following numbers; Gas - 0800 195 8575, Electricity - 0800 195 0101, Water - 0845 746 2200 and Telephone; BT dial 150, NTL -0800 052 4000.
2. You can collect keys from the Landlord or their agent. You will find contact details on page 2 of this agreement. You will need to arrange an appointment to collect your keys. Please make this appointment in advance. Do not just turn up without first having made specific arrangements to collect your keys in order to save any disappointments, frustrations or possible embarrassment.
3. A report of the Property condition, known as an inventory, should be made when you move in. It should list the contents of the Property, and the state of repair, listing any damage. The members of your household must sign it and send it to the Landlord, or the Landlord's agent, for approval. When it comes to moving, out, the inventory will be used to decide if you or your visitors have looked after the Property and the furniture provided, or caused any damage.

Guidance Notes for Moving Out

1. When you move out of the Property, you must take final meter readings for gas and electricity and for water where you have a meter. You must tell Gas, Electricity, Telephone and Water companies, as well as the Council Tax Department, when the last day of your tenancy is, and ask for final bills to be

sent to you as soon as possible.

2. Keys must be returned to the Landlord, or the Landlord's agent at their address. Telephone or write to the Landlord, or the Landlord's agent in advance of your leaving to arrange an appointment to return all sets of keys, including alarm keys, window keys and door keys, on the final date of your tenancy or earlier. You will be charged for replacement if any keys are missing. You can be charged on a daily basis if keys are not returned on the correct date.

3. REMEMBER that only you can cancel your standing order for rent. Please do not forget to do so.

Date:

Signature of the landlords or agent;

Elayne Webber



Carlton Webber

Signature of the tenant or tenants;

Matthew Thomas Bryan



Josh Goodson Hay



Tom Michael J Simms



Yudhit Sharma



Samuel Oliver Robins



Ronan Alexander Bell

