ASSURED SHORTHOLD TENANCY AGREEMENT

For letting a dwelling on an Assured Shorthold Tenancy under Part I of the Housing Act 1988
as amended by the Housing Act 1996

This tenancy agreement is a legally binding document. It may commit you (and any guarantor) to certain actions for the period of any fixed term and beyond. If you are unsure as to what anything contained herein means, or of your legal rights generally, then you should seek independent advice from a Solicitor, Housing Advice Centre, Law Centre, or Citizens' Advice Bureau.

Date:	23 December 2014
Tenancy Start Date:	02 December 2014
Term of this Agreement:	For a period of 6 months

The Parties

Full Name of Landlord(s):	Mr Timothy Parker
(If Landlord is a Body Corporate include Company Registration Number):	
Address of Landlord c/o:	We Let Properties 3-5 Duke Street Manchester M3 4NF
Full Name(s) of Tenant(s):	Jonathan McQuaid, Sean Haddock, Julian Woods, Colin Lyon
Full Address of the Property:	35 Derby Road Manchester M14 6UX

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Landlord's Agent

We Let Properties
Company Number 6971336
3-5 Duke Street
Manchester
M3 4NF

Rent

£795.00 payable in advance on the 2nd of each calendar month. First payment being due on 02 December 2014 by standing order to the account of the Landlord's Agent with HSBC; the particulars of which are: -

Account Name:	**We Let Properties Ltd**
Sort Code:	**40-20-80**
Account Number:	**10034800**
Reference:	**35 Derby Road**

NB: It is a term of this agreement that the payment of rent MUST reach the account of the landlord's agent by the rent due day

Deposit

A deposit in the sum of £895.00 has been taken from the Tenant(s) as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations. The deposit is taken pursuant to the provisions of Section 213 of the Housing Act 2004.

In respect of the aforementioned deposit the lead tenant is: Jonathan McQuaid

If Applicable the Relevant Person is: _____
(Whose contact details have been recorded separately by, and are known to, the Landlord's Agent)

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Guarantor Details (if applicable)

Full name of guarantor: _____

Address of guarantor: _____

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The Landlord lets and the Tenant(s) takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement

Terms

1.1 This agreement is intended to create an Assured Shorthold Tenancy as defined within Part I of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain possession of the Property after the fixed term (subject to a minimum occupancy of 6 months).

1.2 The Property situated as stated on page 1 of this agreement, together with the fixtures, fittings, furniture and effects therein; and more particularly specified within the inventory signed by the parties. Including all grounds it shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths, and drives.

1.3 Unless informed by the Landlord (or Landlord's Agent) to the contrary in writing the Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does not require the Landlord to hold a licence to be able to lawfully let it.

Rent

2.1 The Rent shall be as specified on page 2 of this agreement and is payable on the date and manner specified by the Landlord or the Landlord's Agent.

2.2 The Rent shall be paid clear of unreasonable and unlawful deductions or set off.

2.3 Overdue Rent payments will be subject to interest at the rate of 6% above the Bank of England minimum lending rate; calculated from the date Rent was lawfully due until the date payment is received, or £25.00 + VAT (whichever the greater amount). Phone calls will be charged at £5.00 + VAT and letters will be charged at £15.00 + VAT.

2.4 Any person paying Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant(s), for which the Landlord shall be entitled to assume without enquiry. For the avoidance of any doubt the acceptance of Rent from any 3rd party will not create any new tenancy, either in respect of the person claiming to pay Rent, or at all. Further, and without prejudice to the generality of the foregoing, the payment of Rent by any

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3rd party will not amend this tenancy in anyway whatsoever.

2.5 It is agreed that if the Landlord or Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession of the Property, acceptance of the money will not create a new tenancy and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

2.6 If the tenancy is continued as a Statutory Periodic Tenancy then the Rent will increase annually on the anniversary of the 1st Rent due date by the amount stated for the annual increase in the Index of Retail Prices (all items) as quoted for the month immediately prior to the anniversary of the 1s Rent due date in any given year. This is without prejudice to the right of the Landlord to seek to end this agreement and recover possession of the Property at the end of the Term; pursuant to Section 21 of the Housing Act 1988 (or any amendments thereof). The Rent will not be reduced below the figure stated at page 2 of this agreement at anytime.

Deposit

3.1 The Deposit is as stated at page 2 of this agreement and will be paid by the Tenant to the Landlord's Agent (unless notified in writing otherwise) at the commencement of the Tenancy.

3.2 Neither the Landlord nor the Landlord's Agent will pay interest on the Deposit.

3.3 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.

3.4 Subject to the rules of the relevant statutory scheme overseeing the protection of the Deposit, the Deposit will be refunded to the Tenant, less any deductions, within 10 days. Full details of the reasons for possible deductions, as well as the procedure for challenging such deductions, are outlined in the prescribed information given to the Tenant at the commencement of the Tenancy.

3.5 The Deposit is not transferable by the Tenant in any way.

3.6 The Deposit will be protected pursuant to the provisions of Section 213 of the Housing Act 2004. At the commencement of the Tenancy the Tenant will be provided with the proscribed information relevant to the statutory scheme selected by the Landlord and/or Landlord's Agent for the protection of the Deposit.

3.7 In the event that the total monies lawfully due at the end of the Tenancy exceeds the amount of the Deposit, the Tenant shall make good the shortfall of monies to the Landlord or Landlord's Agent (as instructed) within 14 days of the demand being made.

3.8 The Deposit will be refunded to the Lead Tenant (stated on page 2 of this agreement) or, if relevant, the Relevant Person (stated on page 2 of this agreement).

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Obligations of the Tenant(s)

The Tenant agrees to:

Payments, Repairs, and General use of the Property

4.1 Pay the Rent on the day and in the manner specified.

4.2 The Tenant using the Property in a tenant like manner only as a private dwelling house and will not (nor allow others to) use the Property for any improper, immoral, or illegal purpose.

4.3 The Tenant not causing (nor allowing others to cause) annoyance or disturbance to other tenants or neighbours.

4.4 Pay all utility bills relating to the Property including (without limitation) electricity, gas, water, telephone, internet, television licence, council tax, and cable/satellite subscriptions in respect of bills for the Term. Further, to ensure such accounts are in the name of the Tenant(s) and to not hold out that the Landlord or Landlord's Agent is responsible for the payment of such bills (save for anything to the contrary provided for by law).

4.5 Pay for the reconnection of water, gas, electricity, or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.

4.6 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the Tenancy is lawfully determined.

4.7 Pay the reasonable costs of the Landlord's Agent for each letter the Landlord's Agent; acting reasonably, has to send to the Tenant concerning breaches of this agreement.

4.8 Pay a charge of £20.00 (exclusive of Value Added Tax) to the Landlord's Agent for any payment presented to the bankers of the Landlord's Agent, which are returned, refused, or re-presented by the bankers of the Landlord's Agent for any reason. This fee will be payable for each presentation that fails.

4.9 Notify the relevant suppliers and arrange and pay for all final accounts at the end of the Tenancy.

5.1 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's (or Landlord's Agent's) authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.

5.2 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys if any keys are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.

5.3 Pay the costs of any court action taken for possession of the Property or breach of this agreement as contractual costs; over and above any costs awarded by the court if such award does not cover the full quantum of the costs incurred by the Landlord in seeking to enforce the terms of this agreement.

5.4 Pay any legal fees incurred by the Landlord or the Landlord's Agent in seeking to enforce the terms of this agreement without recourse to court proceedings (e.g. without limitation, fees for legal letters, visits, telephone calls etc).

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5.5 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the Tenant (e.g. without limitation, drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable cost of the contractors' visit.

6.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenantable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).

6.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style and colour of the decorations unless permission is granted in writing, and at the end of the Tenancy, the Property is returned to the original condition at own cost; or pay for the work to be done.

6.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.

6.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.

6.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs incurred.

6.6 Where the Property has a chimney that is used for solid fuel appliance and the Tenant uses the solid fuel appliance, the Tenant agrees to get the chimney swept as often as needed.

6.7 Not to keep pets on the property or smoke on the property without the prior written permission of the landlord.

6.8 Promptly notify the Landlord in writing when the Tenant becomes aware of: -

(a) Any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair.

(b) Any notices, proceedings or letters relating to the Landlord, the Property or the use of the Property.

(c) Any loss, damage or occurrence which may give rise to a claim under the Landlord's Insurance.

6.9 Where reasonable to do so, co-operate in the making of any claim under the Landlord's Insurance.

6.10 Use the Property in the manner a good tenant would.

7.1 Clean the windows of the Property as often as necessary and in the last two weeks of the Tenancy.

7.2 Not remove any of the Landlord's possessions from the Property.

7.3 Not exhibit any promotional poster or notice so as to be visible from outside the Property.

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7.4 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.

7.5 Not permit any visitor to stay for a period of more than 3 weeks within any 3 month period.

7.6 Permit the Landlord and or his agents or others, after giving 24 hours notice in writing, and at reasonable hours of the daytime, to enter the Property: -

(a) Where the Landlord of Landlord's Agent or Legal Representatives have served a valid written Notice of the need to view the state of the condition of the Property, or to effect repairs, the Tenant agrees to them using their keys to gain access (except in the case of an emergency when access may be immediate and without Notice if reasonable in all of the circumstances).

7.7 Ensure the Property is kept secure at all times, locking doors and windows when absent.

7.8 Perform and observe all valid obligations of any head lease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges, and expenses whatsoever in relation to any breach of this obligation.

End of Tenancy

8.1 Return possession of the Property at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed during the Tenancy (reasonable wear and tear and damage for which the Landlord has agreed to insure excepted).

8.2 Return all keys to the Property as instructed by the Landlord or Landlord's Agent by 12:00 hrs (Greenwich Meantime/British Summertime as appropriate) on the last day of the Tenancy (or sooner by mutual agreement).

8.3 Leave the oven in the same state of cleanliness as it is listed in the inventory.

8.4 Leave the fixtures, fittings, furniture, and effects at the end of the Tenancy in the rooms and places they were in at the beginning of the Tenancy.

8.5 Remove all rubbish from the Property before handing possession back to the Landlord.

8.6 Pay the reasonable costs, reasonably incurred and which cannot be mitigated, if the Tenant fails to keep the appointment to check the inventory at the end of the Tenancy and another has to be scheduled.

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Scale Of Fees

Overdue Rent payments	Subject to interest at the rate of 6% above the Bank of England minimum lending rate; calculated from the date Rent was lawfully due until the date payment is received, or £25.00 + VAT (whichever the greater amount).
Each Letter Chasing Rent	£15.00 + VAT.
Each Phone Call Chasing Rent	£5.00 + VAT
Tenancy Renewal Fee	£25.00 + VAT
For each payment presented to the bankers of the Landlord's Agent, which are returned, refused, or re-presented by the bankers of the Landlord's Agent for any reason.	£20.00 + VAT.
Failed Appointment **(Failure to attend a mutually agreed appointment)**	£25.00 + VAT

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Obligations of the Landlord

The Landlord agrees with the Tenant(s) as follows: -

9.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).

9.2 To allow the Tenant quiet enjoyment of the Property during the Tenancy without unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.

9.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.

9.4 That he is the sole (or joint) owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior lessors, mortgage lenders, or others) have been obtained in writing.

9.5 To maintain a comprehensive insurance policy with a reputable insurer to cover the Property, and the Landlord's fixtures, fittings, furniture, and effects (including carpets and curtains), but not including the Tenant's belongings.

9.6 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are as follows: -

(a) To keep in repair the structure and exterior of the dwelling-house (including drains, gutters, and external pipes).

(b) To keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas, electricity, and for sanitation (including basins, sinks, baths, and sanitary conveniences, but not other fixtures, fittings, and appliances for making use of the supply of water, gas, or electricity).

(c) To keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

Possession (Determination of Tenancy by the Landlord)

9.7 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully determine the Tenancy by obtaining a Court Order if: -

(a) The Rent or any part of it is in arrears whether formally demanded or not.

(b) The Tenant is in breach of any of the obligations under this agreement.

(c) Any of the Grounds of Schedule 2 of the Housing Act 1988 (or as subsequently amended) apply.

(d) A Notice is served pursuant to Section 21 of the Housing Act 1988 (or as subsequently amended).

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Ending the Tenancy (Determination of the Tenancy by the Tenant(s))

9.8 If the Tenant intends to vacate the Property before the end of the Term or at the end of the Term, or at any later date, he agrees to give the Landlord at least 1 month's notice in writing on the rent due date.

9.9 If the Tenancy has become a Statutory Periodic Tenancy any Notice served by the Tenant must be served on the Landlord at least month prior to vacating the Property; such Notice to expire on the day before the Rent due date.

Landlord and Tenant Act 1987 (Service of Notices on the Landlord)

10.1 Pursuant to Section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as in page 1 of this agreement. The address for the service of Notices is as stated in clause 10.2 of this agreement.

10.2 Until you are informed in writing to the contrary Notice is given pursuant to Section 48 (1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) **is as stated on page 1 of this agreement**.

Service of Notices on the Tenant(s)

10.3 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served if it is: -

(a) Left at the Property during the Term or the last known address of the Tenant at any time.

(b) Sent by ordinary 1st class post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the term or last known address of the Tenant at any time.

(c) Sent by a Recorded Delivery or Royal Mail Special Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.

(d) Served in accordance with Part 6 of the Civil Procedure Rules 1998.

Service of Notices (on Tenant(s) or Landlord Generally)

10.4 Any Notice served by either party to this agreement shall be deemed served in accordance with the provisions of the Civil Procedure Rules 1998.

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Miscellaneous

10.5 The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

10.6 If this contract is as "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000 then, subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1) (a) of the aforementioned regulations. This means you will be committed to this Tenancy once you take on the Property.

Obligations of the Guarantor (Deed of Guarantee (if applicable))

11.1 In consideration for the Landlord granting the Tenant a Tenancy of the Property, the Guarantor agrees to pay the Landlord for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.

11.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord. Payments falling due under clauses 11.1 and 11.2 of this agreement continue to fall due even if the Tenant has returned possession of the Property to the Landlord.

11.3 If this contract is a 'distance contract' as defined in the Consumer Protection Regulations 2000 then, subject to the required information having been provided to the Guarantor the 7 day "right to cancel" will cease immediately the provisions of the service commences, in accordance with regulation 13(1) (a) of the aforementioned regulations. This means you will be committed to this guarantor agreement once the Tenant takes on the Property.

Governing Law and Jurisdiction

11.4 This agreement is governed by the law of England & Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England & Wales.

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The parties sign this agreement to confirm acceptance of the terms contained herein and in accordance with Statutory Instrument 2007 No. 797 (Regulation 2 (1) (g) (vii)), the Landlord confirms that the information provided about the Tenancy Deposit Protection Prescribed Information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of his knowledge and belief. The Tenant confirms that in accordance with Statutory Instrument 2007 No 797 Regulation 2 (1) (g) (vii) (bb) the information provided about the Tenancy Deposit Protection Prescribed information is accurate to the best of his knowledge and belief.

THIS IS A LEGALLY BINDING AGREEMENT SIGN ONLY IF YOU WISH TO BE BOUND BY THE TERMS CONTAINED HEREIN: -

Signature on behalf of the Landlord

Emma Enderwitz: _____

Signature(s) of Tenant(s)

Jonathan McQuaid: _____

Sean Haddock: _____

Julian Woods: _____

Colin Lyon: _____

Witness by

Heather Anderson: _____

Date: **23 December 2014**

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