1 July 2013

ASSURED SHORTHOLD TENANCY AGREEMENT

For a furnished dwelling house

Assured Shorthold Tenancy
within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

This Agreement is subject to any manuscript amendments following negotiation between the landlord and tenant in relation to this property. Such amendments will be signed or initialled by the parties prior to the grant of this tenancy.

PROPERTY: Flat 8, The Alexandra, 1, Whitcoak Road, Manchester, M14 6WT

Being part of the Building known as: The Alexandra

LANDLORD(S): Terence Joseph Birch, Diana Birch

TENANT(S): Lead Tenant: Jordan Etienne
Tenant 2: Charlie Goodacre
Tenant 3: Haydon Mould (AKA Mortimer)

TENANCY COMMENCEMENT DATE: Monday 1st July 2013

The National Landlords Association is the UK's leading landlord association for residential landlords.
www.landlords.org.uk

Founded in 1973 as the Small Landlords Association, National Landlords Association Ltd (by guarantee) is registered in England no 4601987 at 22-26 Albert Embankment, London, SE1 7TJ



THE PARTICULARS

THIS AGREEMENT IS MADE BETWEEN:

Landlord(s): ***Terence Joseph Birch***
Diana Birch
Address: ***Apartment 33, Philip Godlee Lodge, 842 Wilmslow Road, Manchester, M20 2DS***
Telephone Daytime: ***07850915907***
Telephone Evening: ***07850915907***
Email: ***terry@birchconstruction.co.uk***

Notices: Notices should be served on the Landlord at the address specified above for the Landlord.

AND

Tenant(s)*: (see note below)
Lead Tenant: ***Jordan Etienne***
Tenant 2: ***Charlie Goodacre***
Tenant 3: ***Haydon Mould (AKA Mortimer)***

AND IS MADE IN RELATION TO THE PROPERTY AT:

Property: Flat 8, The Alexandra, 1, Whitecak Road, Manchester, M14 6WT

Building: Being part of the Building known as: The Alexandra

Contents: Together with the Contents as specified in the Inventory dated Monday 1st July 2013

Parking: With use of parking space located No.72

THE MAIN TERMS OF THE AGREEMENT ARE:

Number of Permitted Occupiers: The maximum number of people permitted to occupy the Property is: 3

Term: A FIXED TERM of 12 months commencing on and including Monday 1st July 2013 to and including Monday 30th June 2014.

Rent: The total Rent payable per month is £1,050.00 and is payable monthly in advance in the following installments: The first payment is to be £1,050.00 in cleared funds on the signing of this Agreement and thereafter the sum of £1,050.00 made every month by standing order commencing on Thursday 1st August 2013.

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Utility, Council Tax and Service Charges:	Water charges: ***To be paid by the Tenant*** Council Tax (or similar charge which replaces it): ***To be paid by the Tenant*** Gas: ***To be paid by the Tenant*** Electricity: ***To be paid by the Tenant*** Television licence: ***To be paid by the Tenant*** Telephone: ***To be paid by the Tenant*** Broadband: ***To be paid by the Tenant***
Deposit:	A Deposit of £1,150.00 is to be paid in cleared funds on the signing of this Agreement and is held under the terms of an authorized tenancy deposit scheme (as per Clause 5 of this Agreement) the details of which will be made available to the Tenant by the landlord within 30 days of receiving the Deposit.

NOTE: All Tenants will be jointly and severally liable for the Tenant's obligations contained within this Agreement. In the event of nonpayment of Rent and/or other breach of the Agreement, any individual Tenant or group of Tenants may be pursued. This means that legal action may be brought against any one or any group of the Tenants. Notice to leave by any individual Tenant will also end the tenancy for all Tenants. The group of Tenants shall be known collectively as 'The Tenant' throughout this Agreement.

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1 Tenant's Obligations

The Tenant hereby agrees with the Landlord as follows:

1.1 Any obligation upon the Tenant under this Agreement to do or not to do anything shall also require the Tenant not to permit or allow any visitor to do or not to do the same thing.

Rent and Charges

1.2 To pay the Rent at the times and in the manner specified in The Particulars whether or not it has been formally demanded.

1.3 To pay the Utility, Council Tax (or similar charge which replaces it) and Service Charges as specified in The Particulars.

1.4 To pay to the Landlord or Agent all reasonable costs and expenses, as agreed by the Tenant or awarded by the Court, incurred by the Landlord in:

1.4.1 The recovery from the Tenant of any rent or any other money which is in arrears.

1.4.2 The enforcement of any of the provisions of this Agreement.

1.4.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

1.4.4 The cost of any Bank or other charges incurred by the Landlord(s) or the Landlords Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

1.4.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

1.4.6 The policy excess incurred as a result of a claim on the Landlord(s)'s insurance, attributable to the Tenant's action. (See the Landlord(s)'s insurance policy, which is available on request).

1.4.7 Any other monies owed by the Tenant to the Landlord(s) or the Agent.

1.4.8 Compensation for the breach of any terms of this agreement.

Use of the Property

1.5 To occupy the Property as the Tenant's only or principal home.

1.6 Not to assign or sublet or part with or share possession of the Property or any part of it, or to allow the Property to be occupied by more than the maximum Number of Permitted Occupiers, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.7 Not to carry on in the Property any trade profession or business or receive paying guests or exhibit any poster or notice board so as to be visible from the exterior of the Property or use the Property for any other purpose other than a private residence for the Tenant and (if a Garage or Parking Space is specified in the Particulars) for the storage of a private motor car.

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1.8 Not to use the Property for any immoral, illegal or improper purposes.

1.9 Not to do or permit to be done on the Property anything that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owner or occupiers of any adjoining property.

1.10 Not to make any noise or play any radio television audio equipment or musical instrument in or about the Property so as to cause nuisance to neighbours or other adjoining residents or people in the immediate area.

1.11 Not to change the supplier of the Utilities and Services as specified in The Particulars without the express written permission of the Landlord (which will not be unreasonably withheld).

1.12 Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property. This includes the installation of any pre-payment meter.

1.13 Not to bring into the Property any furniture or furnishings and other personal effects that do not meet the required safety standards.

1.14 Not to obstruct the common parts of the Building or any Shared Facilities or keep or leave anything in them.

1.15 Not to smoke or to permit a visitor to smoke tobacco or any other substance in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

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

1.17 Not to install, take into, use or keep in, the property any heater or like object which requires paraffin or other gaseous fuel, and not to burn candles in the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.18 Not to keep any animals, reptiles, insects, rodents or birds at the premises without the express written permission of the Landlord (which will not be unreasonably withheld). If permission is given, the Tenant may be asked to pay an additional amount towards the Deposit.

1.19 Not to block or cause any blockage to the drains and pipes, gutters and channels in or about the Property.

1.20 Not to erect external aerials or satellite dishes.

1.21 Not to bring in to the Property any electrical equipment which does not comply with relevant UK electrical regulations.

1.22 To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the Property that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the tenancy.

1.23 To take all reasonable precautions to prevent condensation by keeping the Property adequately ventilated and heated.

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Leaving the Property Empty

1.24 To advise the Landlord, by giving reasonable written notice, if the Tenant intends being absent from the Property for more than 14 days and provide actual dates the Property will be unoccupied. For any absence over 28 days the Tenant may agree that the Landlord or Agent should have access during the period to keep the Property insured and to take reasonable precautions to mitigate damage.

Condition of the Property

1.25 Unless written comments or amendments are received by the Landlord or Agent within 14 days of Tenancy commencement the Tenant acknowledges that the Inventory attached hereto and forming part of this Agreement is a true and accurate record of the Property and the Contents, including their condition, at the beginning of the Tenancy.

1.26 Not to damage the Property or make any alteration in or addition to it or the electrical or plumbing system or decorate or change the style or colour of the decoration without the express written permission of the Landlord (which will not be unreasonably withheld).

1.27 To keep the interior of the Property and the Contents in the same condition, cleanliness, repair and decoration, as at the start of the Tenancy with allowance for fair wear and tear.

1.28 Not to remove any of the Contents from the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

1.29 To clean the windows of the Property, (where access is possible,) as often as necessary.

1.30 To wash or clean the curtains hanging in such windows, only as agreed with the Landlord in writing.

1.31 To notify the Landlord or Agent as soon as reasonably possible, having regard to the urgency of the matter, of any defect in the Property which comes to the Tenant's attention.

1.32 Where the Property includes Shared Facilities, to take proper care of the Contents and clean as appropriate after use.

1.33 To replace any light bulbs, fluorescent tubes, fuses or batteries, promptly and when necessary.

Waste and Refuse

1.34 To keep the exterior free from rubbish and place all refuse containers etc. in the allocated space for collection on the day for collection.

1.35 To undertake disposal of refuse by placing refuse in the receptacles provided and in particular comply with any local authority recycling policy by using the correct containers provided for that purpose. In the case of any dustbins to ensure that all general rubbish that cannot be recycled is placed and kept inside a plastic bin liner before placing in such dustbin.

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Letters and Notices

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

1.37 To forward all correspondence addressed to the Landlord at the Property to the Landlord within a reasonable times.

Access to the Property

1.38 To permit the Landlord or the Agent or other persons authorised by them: at all reasonable times after giving the Tenant at least twenty-four hours written notice (except in an emergency):

1.38.1 To enter the Property to examine the state and condition of the Property and Contents and to carry out repairs or maintenance to the Property or Contents and afford them all facilities so to do.

1.38.2 To enter and view the Property with prospective occupiers during the last two months of the tenancy.

Keys and Alarm Codes

1.39 The Tenant agrees that the Landlord and/or Agent shall hold a set of keys and that the Tenant shall not install or change the door locks or alarm codes, without the express written permission of the Landlord (which will not be unreasonably withheld).

1.40 Not to have any keys cut for the locks to the Property without the express written permission of the Landlord (which will not be unreasonably withheld).

Tenant's Possessions

1.41 The Tenant is strongly advised to take out insurance with a reputable insurer for the Tenant's possessions as such possessions will not be covered by any insurance effected by the Landlord.

At the end of the Tenancy

1.42 At the end of the Tenancy the Tenant agrees to:

1.42.1 Give up the Property with vacant possession.

1.42.2 Give up the Property and the Contents in the same state of cleanliness, condition and decoration as it was at the commencement of the Tenancy (reasonable wear and tear excepted) and pay for the repair or replacement of those items damaged or lost during the Tenancy which were the Tenant's responsibility in this Agreement.

1.42.3 Leave the Contents in the respective positions that they occupied at the commencement of the Tenancy.

1.42.4 Return all keys to the Landlord and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to the Landlord.

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1.43 Any goods or personal effects belonging to the Tenant or members of the Tenant's household which shall not have been removed from the property within 28 days after the expiry or sooner termination of the tenancy shall be deemed to have been abandoned. Provided the Landlord has given written notice to the Tenant, or where the Tenant cannot be found after reasonable steps have been taken to trace the Tenant, the Landlord can dispose of such goods as they think appropriate.

1.44 To allow the Landlord or Agent to erect a reasonable number of "for sale" or "to let" signs at the Property during the last two months' of the Tenancy.

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2 Landlord's Obligations

The Landlord hereby agrees with the Tenant as follows:

2.1 To pay all assessments and outgoings in respect of the Property, which are the responsibility of the Landlord.

2.2 To allow the Tenant to quietly possess and enjoy the Property during the Tenancy.

2.3 To return to the Tenant a reasonable proportion of the Rent payable for any period while the Property is rendered uninhabitable by fire or other insured risk except where the destruction or damage is caused by the Tenant or their visitors.

2.4 To ensure that gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Gas Safety Check Certificate will be given to the Tenant at the commencement of the Tenancy.

2.5 To ensure that all the furniture and equipment within the Property for which the Landlord(s) is responsible complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.

2.6 To carry out promptly any repairs which are the Landlord's responsibility.

2.7 Where applicable to keep the common parts of the Property and Shared Facilities lighted and cleaned.

3 Interest on Rent Arrears

3.1 The Tenant shall pay interest at the rate of 4% above the base lending rate of Barclays Bank Plc upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

4 Termination

4.1 If the Tenancy is a Fixed Term Tenancy, the Landlord may serve on the Tenant at least 2 months notice in writing under Section 21(1)(b) of the Housing Act 1988 (as amended) to expire on the last day of the fixed Term.

4.2 If the Tenancy has become a Periodic Tenancy it may be terminated by:

4.2.1 The Landlord serving the Tenant at least two months notice in writing under Section 21 (4) (a) of the Housing Act 1988 (as amended) and expiring on the last day of a rental period of the Tenancy.

4.2.2 The Tenant giving written notice of at least four weeks and expiring on the last day of a rental period of the Tenancy.

4.3 If there be a breach of any of this Agreement by the Tenant the Landlord may serve Notice in accordance with Section 8 of the Housing Act 1988 (as amended).

4.4 If the Rent or any part shall be in arrears for at least 21 days after it shall have become due (whether legally demanded or not) or if there shall be a breach of any of this Agreement by the Tenant the Landlord may re-enter the Property (subject to the Landlord obtaining a Court Order for Possession) and immediately thereon the Tenancy shall terminate without prejudice.

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5 The Deposit

5.1 If a deposit is taken it will be held and returned under the terms of the Tenancy Deposit Scheme detailed below:

Tenancy Deposit Solutions Ltd (TDSL) trading as my|deposits.

This is an insurance based scheme. The landlord named above shall hold the deposit within the terms of the scheme.

Any interest earned on the Deposit shall be retained by the Landlord and used to cover administration costs.

5.2 The Deposit shall be returned to the Tenant within 10 working days of the end of the Tenancy, upon vacant possession of the Property and return of the keys, if the Tenant has kept to all the agreements and conditions within this Agreement.

5.3 Monies shall properly be deducted from the Deposit in respect of all reasonable costs and expenses incurred by the Landlord or the Agent (including but not limited to the costs and fees of the Landlord's solicitors and other professional advisors) in respect of:

5.3.1 The recovery from the Tenant of any Rent or any other money which is in arrears.

5.3.2 The enforcement of any of the provisions of this Agreement.

5.3.3 The service of any notice relating to the breach by the Tenant of any of the Tenant's obligations under this Agreement whether or not the same shall result in court proceedings.

5.3.4 The cost of any Bank or other charges incurred by the Landlord or the Agent if any cheque written by the Tenant is dishonoured or if any standing order payment is withdrawn by the Tenant's bankers.

5.3.5 The cost of repairing, decorating or cleaning the Property or the Contents so they are to the same standard as at the commencement of the Tenancy (reasonable wear and tear excepted).

5.3.6 The policy excess incurred as a result of a claim on the Landlord's insurance, attributable to the Tenant's action. (See the Landlord(s)'s insurance policy, which is available on written request).

5.3.7 Any other monies owed by the Tenant to the Landlord or the Agent.

5.3.8 Compensation for the breach of any terms of this agreement.

5.4 If the Deposit shall be insufficient the Tenant shall pay to the Landlord such additional sums as shall be required to cover all costs charges expenses properly due.

6 Notices

6.1 The Landlord gives notice to the Tenant that in accordance with Section 47 and 48(1) of the Landlord and Tenant Act 1987 that Notices (including Notices in proceedings) may be served on the Landlord at the address specified in The Particulars of this Agreement.

6.2 Any Notice served upon the Tenant in accordance with this Agreement or any statute or regulation then the same may be served properly addressed to the Tenant either at the Property or by sending same by first class post to the Property or at the Tenant's last known address and the same shall be deemed to have been properly served and received by the Tenant in the ordinary course of that first class post being delivered.

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7 Consents

The Landlord confirms that all necessary consents have been obtained to enable the Landlord to enter into this Agreement (whether from Superior Landlord, Lenders, Mortgagees, Insurers, or others).

8 Data Protection

8.1 The Tenant hereby consents to the Landlord, the Agent and/or the National Landlords Association processing any information or personal details on or of the Tenant as defined in the Data Protection Act 1998.

8.2 The Tenant agrees that the Landlord or Agent may pass on the Tenant's forwarding address and/or other personal information to utility suppliers, local authority, any credit agencies, or reference agencies and for debt collection.

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Signed as an Agreement Dated: Monday 1st July 2013

Please print name and then sign and date.

LANDLORD 1

Terence Joseph Birch

Landlord's signature:

Date and time:

WITNESSED BY:

Landlord's witness full name and address:

Landlord's witness signature:

Date and time:

LANDLORD 2

Diana Birch

Landlord's signature:

Date and time:

WITNESSED BY:

Landlord's witness full name and address:

Landlord's witness signature:

Date and time:

LEAD TENANT

Jordan Etienne

Tenant's signature:

Date and time:

WITNESSED BY:

Tenant's witness full name and address:

Tenant's witness signature:

Date and time:

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TENANT 2	WITNESSED BY:
Charlie Goodacre	Tenant's witness full name and address:
Tenant's signature:	Tenant's witness signature:
Date and time:	Date and time:
TENANT 3	WITNESSED BY:
Haydon Mould (AKA Mortimer)	Tenant's witness full name and address:
Tenant's signature:	Tenant's witness signature:
Date and time:	Date and time:

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Information for Tenants

This document is approved by the National Landlords Association and is made available for use by **all landlords** with property to let in England and Wales.

Our online register of members will allow you to verify whether your landlord is a Full Member of the National Landlords Association. For more information go to www.landlords.org.uk/tenants

The National Landlords Association is not a letting or managing agent. We do not hold records of member's tenancies. Tenants should contact their landlord direct if they have any queries relating to their tenancy.

INVOICE

REGISTERED NUMBER: 05861648 VAT NUMBER: 893 9729 49

mydeposits
Ground Floor, Kingmaker House
Station Road, Barnet
Hertfordshire
EN5 1NZ

info@mydeposits.co.uk
T: 0844 980 0290
F: 08456 34 34 03

INVOICE TO:-

Mr Terence Birch
33 Philip Godlee Lodge
842 Wilmslow Road
MANCHESTER
M 20 2DS

Date of Invoice:	18 Sep 2013
Membership Number:	10011803
Invoice Number:	833008

Deposits Protected

Transaction Date	Description	Unit Cost	VAT	Amount Due
18 Sep 2013	DPC032078193 for Mr Jordan Etienne renting Flat 8, The Alexandra Whitecak Road, MANCHESTER, M14 6WT	£16.00	£3.20	£19.20
18 Sep 2013	DPC032078294 for Mr Gabriel Bean renting Flat 1, The Alexandra Whitecak Road, MANCHESTER, M14 6WT	£16.00	£3.20	£19.20
Total Number of Deposits Protected: 2		Total Amount Now Due:	£32.00	£6.40	£38.40

Invoice Total

					Amount Due
Deposits					£38.40
Payments					-£38.40
				Total Amount Now Due:	£0.00

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