Assured Shorthold Tenancy Agreement 01 JULY 2018

within the meaning of the Housing Act 1988 as amended by the Housing Act 1996

This Agreement contains the terms and obligations of the Tenancy. It sets out the promises made between you (the Tenant) and us (the Landlord). These promises will be legally binding once this Agreement has been both signed and dated and initial funds as detailed within the body of this Agreement have been paid. You should read it carefully to ensure it contains everything you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain language, it inevitably contains some legal terms and references.

You understand that we will be entitled to recover possession when the Tenancy ends.

The Inventory and Schedule of Condition should be checked carefully and agreed with us or our Agent.

Please note that if the Inventory and Schedule of Condition is not agreed or challenged by you in writing within seven days of commencement of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), we shall deem that you have accepted the Inventory and Schedule of Condition as fair and accurate and that we or our Agent may rely on them at the end of the Tenancy as being correct and accurate.

If you do not understand this Agreement, or anything in it, it is strongly suggested that you ask for an explanation before signing it. You might consider consulting a solicitor, Citizen's Advice Bureau or Housing Advice Centre.

This Agreement is between us, the Landlord:
(Full name including title and middle names or business name)

Terence Joseph Birch

Diana Birch

And you, the Tenant (individually and together):
(Full name including title and middle names)

Tenant 1: Rebecca Hoban

Tenant 2: Sophia Louca

Tenant 3: Carli McFadden

Tenant 4

And is made in relation to the Property at:

Full address: Flat 8, The Alexandra,

1 Whiteoak Road,

Manchester

Postcode: M20 2DS

This document is approved by the National Landlords Association (NLA)
www.landlords.org.uk

Our contact details

In accordance with Sections 47 and 48 of the Landlord and Tenant Act 1987 the Landlord's name and address in England and Wales at which notices (including Notices of Proceedings) may be served on the Landlord by you are *(repeat Landlord name as on the front page)*:

Terence Joseph Birch

Diana Birch

Full address: Apartment 33, Philip Godlee Lodge,

842 Wilmslow Road

Manchester Postcode: M20 2DS

Our property manager

Contact name *(if different to that above)*:

Daytime telephone number: 07850915907

Evening telephone number: 07850915907

Email: terry@birchconstruction.co.uk

Address *(if different to that above)*:

Postcode:

Your contact details

(Repeat Tenant name as on the front page)

Tenant 1: Rebecca Hoban

Email: betshoban@gmail.com Mobile: 07585775451

Tenant 2: Sophia Louca

Email: sophialouca46@hotmail.co.uk Mobile: 07740867460

Tenant 3: Carli McFadden

Email: carlimcfadden@hotmail.co.uk Mobile: 07718974441

Tenant 4:

Email: Mobile:

Number of Permitted Occupiers

The maximum number of people permitted to occupy the Property within the terms of the Agreement is:

3

Children

The maximum number of children (under 18 at the start of the Tenancy) permitted to occupy the Property is:

0

Term

A fixed term of 12 months and 0 days commencing on and including *(start date)* 01 July 2018

Rent

You agree to pay the total Rent of £ 1200 per *(week/month)* Month in advance in the following instalments: The first payment of £ 1200 is to be paid in cleared funds on or before *(date)* on signing AST

Subsequent payments of £ 1200 are to be paid in cleared funds by the *(day/number)* First of each *(week/month)* Month by *(payment method and bank details if applicable)* Standing Or

Account: MR T BIRCH Sort Code: 09-01-28 Account No.: 76757216 Ref: AA08

Deposit

You agree *(tick one box only as appropriate)*:

☑ A Deposit of £ £1300 is to be paid in cleared funds on or before *(date)* On signing AST by *(payment method)* to Jordan Fishwick Lettings

☐ A Deposit of £ _____ was paid on *(date)* _____

☐ No Deposit has been paid

Utilities and other relevant suppliers

You and we agree *(tick all the boxes that apply and write in 'You' or 'We' as appropriate)*:

☑	Water charges:	You are responsible for paying
☑	Council Tax (or similar charge which replaces it):	You are responsible for paying
☐	Gas:	n/a are responsible for paying
☑	Electricity:	You are responsible for paying
☑	Television licence:	You are responsible for paying
☐	Telephone:	n/a are responsible for paying
☐	Broadband:	n/a are responsible for paying
☐	Other: _____	_____ are responsible for paying

The Property is let together with use of the:

Contents as specified in the Inventory and Schedule of Condition to be provided before *(date)*: 01 August 2018

Shared Facilities: None

Garden: Communal

Parking: Exclusive use of 71 only. (All other spaces are allocated and should not be used without permission)

The Property is let excluding use of the:

Definitions

"Agent" means the company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"Head Lease" sets out the promises we have made to our superior landlord, if the Property is leasehold. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property giving them the right to possession of the Property at the end of our lease.

"Inventory" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"Joint and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages against any one or more of you. For example, if three Tenants are named on this Agreement and one Tenant does not pay their proportion of the Rent, we can recover the amount owed from any one of you or any group. If the Tenancy is periodic and one Tenant gives notice to quit, the notice will end the Tenancy for all of you.

"Landlord" includes anyone entitled to possession of the Property under this Agreement.

"Policy" means any insurance policy held by us for the Property or Contents.

"Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from the Tenancy. Where the Property is part of a larger building, Property includes the common access ways and shared facilities.

"Rental Period" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"Schedule of Condition" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"Tenancy" means the time between the commencement and the termination of this Agreement including any extensions that may have been granted to you by us.

"Us" "our" "we" means the Landlord.

"Utilities and other relevant suppliers" includes but is not limited to; water charges, Council Tax (or similar charge which replaces it), gas, electricity, television licence, telephone, broadband, cable television and satellite television.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" "your" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Terms and Conditions

In accordance with Ground 2 in Schedule 2 of the Housing Act 1988 we hereby give notice that the Property is subject to a mortgage which was granted before the beginning of the Tenancy.

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any special letting terms.

1.0 Tenant's Obligations

You hereby agree with us as follows:

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

1.2 Where there is more than one Tenant you will all be Joint and Severally Liable for the obligations contained within this Agreement. In the event of non-payment of Rent and or other breaches of this Agreement any individual Tenant or group of Tenants may be held liable. This means that legal action may be brought against any one or any group of Tenants. If this Agreement has become periodic notice to leave by any individual Tenant will also end the Tenancy for all Tenants.

Rent and Charges

1.3 To pay the Rent to us at the times and in the manner specified in this Agreement whether or not it has been formally demanded.

1.4 Any payment for less than the Rental Period is to be apportioned on a daily basis and will include the last day of the Tenancy.

1.5 To pay the charges for Council Tax (or similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for as specified in this Agreement.

1.6 To pay all reasonable costs and expenses incurred by us:

1.6.1 in the recovery from you of any Rent and any other money which is in arrears;

1.6.2 in the enforcement of any of the provisions of this Agreement;

1.6.3 in the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

1.6.4 the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;

1.6.5 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 (fair wear and tear excepted);

1.6.6 any other monies owed by you to us; and

1.6.7 the Policy excess of *(insert figure from insurance policy)* £ 350 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

1.7 You must not exercise any right or claim to withhold Rent in respect of legal or equitable set-off.

Use of the Property

1.8 Occupy the Property as your only or principal home and behave in a tenant like manner.

1.9 Take reasonable care of the Property and common parts (if any).

1.10 Not assign, take a lodger, sublet or part with or give up to another person possession of the Property or any part of it without our written permission (which will not be unreasonably withheld).

1.11 Not carry on in the Property any trade, profession, business or receive paying guests or register any business at the Property or use the Property for any purpose other than your private residence without our written permission (which will not be unreasonably withheld).

1.12 Not use the Parking (if Parking is specified in this Agreement) for any purpose other than for the storage of a private motor car or motor bike without our written permission (which will not be unreasonably withheld).

1.13 Not exhibit any poster or notice board or notice so as to be visible from the exterior of the Property without our written permission (which will not be unreasonably withheld).

1.14 You, those living with you, and your visitors must not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

"Antisocial" means behaving in a way which causes or likely to cause alarm, distress, nuisance or annoyance to any person or causing damage to anyone's property; or which amount to harassment of any person. Harassment of a person includes causing the person alarm or distress. Antisocial behaviour includes speech. In particular, you, those living with you, and your visitors must not:

1.14.1 make excessive noise. This includes, but is not limited to, the use of televisions, CD players, digital media players, radios and musical instruments, DIY and power tools;

1.14.2 fail to control pets properly or allow them to foul or cause damage to other people's property;

1.14.3 allow visitors to the Property to be noisy or disruptive;

1.14.4 use the Property or allow it to be used, for illegal or immoral purposes;

1.14.5 vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;

1.14.6 leave rubbish and recycling either in unauthorised places or at inappropriate times;

1.14.7 allow any other person (including children) to cause nuisance or annoyance to other people by failing to exercise reasonable control over them and take steps to prevent this;

1.14.8 harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;

1.14.9 use or carry offensive weapons;

1.14.10 use, sell, cultivate or supply unlawful drugs or sell alcohol; and

1.14.11 store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

The particular prohibitions on behaviour listed above do not in any way restrict your general responsibilities.

1.15 Not change the supplier of the Utilities and other relevant suppliers or install or cause or authorise installations relating to the supply of water, electricity, gas or other services to the Property without our written permission (which will not be unreasonably withheld).

1.16 Not bring into the Property any furniture or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

1.17 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use. Not to store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission (which will not be unreasonably withheld).

1.18 Not smoke or to permit a visitor to smoke tobacco or any other substance in the Property without our written permission (which will not be unreasonably withheld). If permission is given you may be asked to pay an additional amount towards the Deposit. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.

1.19 Not keep any animals, reptiles, insects, rodents or birds at the Property without our written permission (which will not be unreasonably withheld). For the avoidance of doubt, this clause does not apply in connection with registered guide and assistance dogs. Any pet (where permitted) will be kept under supervision and control to ensure that it does not cause deterioration in the Property, deterioration in the condition of common areas or nuisance either to neighbours or persons in the locality of the Property. If you fail to exert reasonable supervision and control, we shall be entitled to withdraw our consent and require immediate removal of the pet. You will be liable for reasonable costs and expenses incurred by us in replacing and or reinstating the Property and its Contents owing to any damage or soiling to the Property and Contents caused by the pet including but not limited to de-infestation where required.

1.20 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.

1.21 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.

1.22 Take all reasonable precautions to prevent damage occurring to any pipes or other installations 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 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

1.24 To arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you.

1.25 Not park in any space not designated to you.

1.26 Not interfere with the smoke detectors, carbon monoxide detectors, heat detectors or the fire alarm system.

1.27 In the case of a flatted property, or any other property having common parts, you agree, in conjunction with the other proprietors/occupiers, to sweep and clean the common stairway and to co-operate with the other proprietors/occupiers in keeping the garden, back green or other communal areas clean and tidy.

1.28 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.

1.29 Not allow children to play in the fire escapes or common parts (if any).

1.30 Replace or repair or pay our reasonable costs of repairing or replacing or reinstating the Property or its Contents which are destroyed, damaged, soiled, removed, or lost during the Tenancy (fair wear and tear excepted).

Leaving the Property Empty

1.31 Advise us by giving reasonable written notice if you intend to be absent from the Property for more than 14 days and to provide the actual dates that the Property will be unoccupied.

1.32 Ensure at all times when the Property is unoccupied that all external doors/windows are properly locked or are otherwise properly secured and take appropriate action with regard to supplies of water, gas and electricity to prevent flooding, frost or fire.

1.33 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

Condition of the Property

1.34 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

1.35 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).

1.36 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us. Consent to such alterations requested under this legislation will not be unreasonably withheld.

1.37 Not damage the Property or the electric, gas, or plumbing system.

1.38 Regularly test any smoke, carbon monoxide or other alarms at the Property and to replace batteries where necessary and to report any fault to us immediately.

1.39 Notify us as soon as reasonably possible having regard to the urgency of the matter of any defect in the Property which comes to your attention.

1.40 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.

1.41 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

1.42 Take proper care of the shared facilities (if any) and clean as appropriate after use.

1.43 Keep the gardens, driveways, pathways, lawns, hedges, flower beds, shrubs, rockeries and ponds (if any) in good and safe condition and as neat, tidy free from rubbish and properly tended as they were at the start of the Tenancy subject to seasonal requirements. Not to alter the general layout of the garden or cut down, lop, remove or otherwise damage any trees, shrubs or plants (with the exception of normal pruning). To cut the grass as necessary and properly tend the lawns and any borders in order to keep the same in a neat and tidy condition, subject to seasonal conditions.

Letters and Notices

1.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.

1.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access for Repairs, Inspections and Valuations

1.46 Permit us (and our Agent or our contractors) reasonable access to the Property for any authorised purpose where you have been given 24 hours' notice, or access is required urgently for the purpose of carrying out work on the Property or inspecting the Property in order to determine what work we are entitled or have an obligation to carry out. The following are authorised purposes: carrying out any work on the Property which we have an entitlement or obligation to carry out; inspecting the Property (i) in order to determine what work type to carry out (ii) in pursuance of any entitlement or obligation which we have to carry out; valuing the let Property (or any part of it); and viewing the Property with prospective occupiers or purchasers during the last 2 months of the Tenancy. Reference to us having an entitlement or obligation to do something are to us having an entitlement or obligation to do something by virtue of an enactment or the terms of any agreement between us and you.

1.47 Allow reasonable use of the facilities within the Property in connection with anything done or to be done under Clause 1.46 of this Agreement.

1.48 Permit us and our Agent immediate access to the Property in the event of an Emergency, including but not limited to an imminent risk to your health and safety or members of your household or other persons in the vicinity.

Notice to Repair

1.49 If we give you written notice to remedy a defect for which you are responsible you agree to carry out the repair within one month of the date of the given notice.

Key and Alarm Codes

1.50 Permit us and our Agent to hold a set of keys to the Property for the purpose of entering the Property in an Emergency.

1.51 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission (which will not be unreasonably withheld). Should you lose your keys you will be liable to meet our reasonable costs for replacement and or having new locks fitted and new keys cut.

At the End of the Tenancy

1.52 At the termination of the Tenancy you agree to:

1.52.1 give up the Property with vacant possession;

1.52.2 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 (fair wear and tear excepted) and pay for the reinstatement, repair or replacement of the Property and Contents damaged, soiled, stained, marked or lost during the Tenancy which were your responsibility in this Agreement;

1.52.3 remove all rubbish and recycling from the Property and properly dispose of it in receptacles outside the Property provided by the local council for the purpose of waste collection, or arrange with the local council for a special collection to uplift excessive or heavy rubbish for disposal;

1.52.4 allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;

1.52.5 leave the Contents in the respective positions that they occupied at the commencement of the Tenancy;

1.52.6 return all sets of keys to us and pay reasonable costs of having new locks fitted and new keys cut in the event that not all keys are returned to us;

1.52.7 remove all personal belongings including food stuff; and

1.52.8 provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

1.53 Any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy shall be deemed to have been abandoned and will be removed or stored by us. We may dispose of such goods or personal effects as we think appropriate and you will be liable for the reasonable costs of removal, storage and disposal provided we or our Agent have given written notice to you, or where you cannot be found after reasonable steps have been taken to trace you, and at least 14 days have passed (except perishable or hazardous items which we may dispose of immediately). We may deduct the reasonable cost of removal, storage and disposal from your Deposit.

1.54 Allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

Occupier's Liability

1.55 You are responsible for verifying the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

1.56 You are responsible (under the Occupier's Liability Act 1984) for the safety of all guests and other visitors who attend the Property and protect them (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

2.0 Landlord's Obligations

We hereby agree with you as follows:

2.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us (not withstanding Clause 1.46, 1.47 and 1.48 of this Agreement).

2.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.

2.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

2.4 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

2.5 Keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) and keep in repair and proper working order the installations for the supply of any water, electricity, gas, sanitation and for space heating and water heating in accordance with Section 11 of the Landlord and Tenant Act 1985 (as amended).

2.6 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.

2.7 Pay the charges for Utilities and other relevant suppliers that we are responsible for as specified in this Agreement and or ground rent, if applicable.

2.8 Arrange for payment of premiums for any insurance of the Property and Contents belonging to us, such as those items included in the Inventory. We have no liability to insure any items belonging to you.

2.9 Arrange for the Property and Contents (but not your possessions) to be insured and use all reasonable effort to arrange for any damage caused by an insured risk to be remedied as soon as is reasonably practicable, and to refund to you any Rent paid for any period in which the Property is uninhabitable or inaccessible as a result of such damage, unless the insurers refuse to pay out the Policy monies because of anything you have done or failed to do in breach of this Agreement.

3.0 Rent Increases

3.1 We shall have the option on the anniversary of this agreement to increase the Rent by a reasonable percentage provided we have given you at least one month's notice of our intention to exercise this option

4.0 Interest on Rent Arrears and Other Monies

4.1 You agree to pay interest at the rate of 4% above the Bank of England base rate 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.

5.0 Termination

5.1 If we allow you to remain in the Property after the fixed term has expired then the Tenancy will continue as a contractual periodic tenancy in accordance with the Housing Act 1988 (as amended). To end the periodic tenancy you shall give us at least one months' notice in writing. The notice must expire on the last day of a Rental Period.

5.2 We have the right to recover possession of the Property by lawful means if:

5.2.1 the fixed term has come to an end;

5.2.2 we have given you at least two months' notice of our intention to recover possession of the Property; and

5.2.3 at least six months have passed since the commencement of the Term of the original agreement.

5.3 We reserve the right to re-enter the Property (subject always to any statutory restrictions on our power to do so) and immediately thereon the tenancy shall terminate without prejudice to our other rights and remedies if:

5.3.1 the Rent is unpaid 14 days after becoming payable whether it has been formally demanded or not;

5.3.2 you have breached this Agreement;

5.3.3 you become bankrupt;

5.3.4 an Interim Receiver of the Property is appointed;

5.3.5 you (without making prior arrangements in writing with us) leave the Property vacant or unoccupied for more than 28 days; or

5.3.6 any of the Grounds 2, 8, 10-15 and 17 set out in Schedule 2 of the Housing Act 1988 apply.

This clause does not affect your rights under the Protection from Eviction Act 1977.

5.4 We reserve the right to re-enter the Property by lawful means if you do not have the Right to Rent in the United Kingdom as determined by Section 22 of the Immigration Act 2014.

6.0 Effect of Termination

6.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations.

6.2 At the end of the Tenancy you shall return the Property together with the Contents to us in the condition required by this Agreement.

7.0 Inventory

7.1 Upon taking the Tenancy you will be invited to attend a check-in process where you will be given access to the Property and an opportunity to take meter readings. You will be provided with the Inventory and Schedule of Condition relating to the Property on or shortly after the commencement of the Tenancy. The Inventory is an agreed record of the Contents and condition of the Property and Contents at commencement of the Tenancy and shall be used to assess any loss, damage or dilapidation as recorded at the end of the Tenancy.

7.2 You have a period of 7 days from the start of the Tenancy, or receipt of the Inventory and Schedule of Condition (whichever is later), to ensure that the Inventory and Schedule of Condition is correct and to tell us or our Agent of any discrepancies in writing, after which the Inventory and Schedule of Condition will be amended as appropriate. If you take no action and after the 7 day period has expired, you shall be deemed to be fully satisfied with the terms.

7.3 At the end of the Tenancy you will be invited to attend a check-out process which will be arranged by us. The check-out process will comprise a full inspection of the Property and its Contents and an opportunity to take meter readings. Any items missing, damaged or otherwise in a different state to their condition at the check-in will be recorded. You are strongly encouraged to be present at this process as best practice. This will give you the opportunity to dispute or explain any deficiencies or defects discovered at the check-out or to take any immediate remedial action by negotiation with us or our Agent.

7.4 It is agreed that:

7.4.1 *(write 'You' or 'We' as required)* We will pay the check-in fee of £ _____ including the reasonable costs of preparing the Inventory at the commencement of the Tenancy.

7.4.2 *(write 'You' or 'We' as required)* We will pay the check-out fee of £ _____ including the reasonable costs of preparing a schedule of dilapidations for any defects which are your responsibility at the end of the Tenancy.

8.0 Deposit

8.1 You must pay a Deposit of *(repeat as per page 3)* £ 1300 to *(write 'us' or 'our Agent' as required)* us to be protected as security towards the discharge or part discharge of any liability referred to in Clause 8.4 of this Agreement and subject to this on trust for you absolutely. The Deposit is held by *(write 'us' or 'our Agent as Stakeholder' as required)* us who is a member of the government approved tenancy deposit scheme *(insert scheme name)*:

Tenancy Deposit Solutions Ltd (TDSL) trading as mydeposits

8.2 If the Deposit is held in a custodial-based government approved tenancy deposit scheme, any interest on the Deposit will be paid to you subject to the terms and conditions of the scheme. If the Deposit is held by us or our Agent you will not receive interest on the Deposit.

8.3 The Deposit shall be returned to you (less any deductions properly made) within 10 working days of the end of the Tenancy upon vacant possession of the Property and return of the keys if you have kept to all the obligations within this Agreement.

8.4 Monies shall be deducted from the Deposit in respect of all reasonable costs and expenses incurred by us (including but not limited to the costs and fees of our solicitors and other professional advisors) in respect of:

8.4.1 the recovery from you of any Rent or any other money which is in arrears;

8.4.2 the enforcement of any of the provisions of this Agreement;

8.4.3 compensation in respect of your use and occupation in the event that you fail to vacate the Property on the due date;

8.4.4 the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the same shall result in court proceedings;

8.4.5 the cost of any bank or other charges incurred by us if any cheque written by you is dishonoured or if any standing order payment is withdrawn by your bankers;

8.4.6 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 (fair wear and tear excepted);

8.4.7 the cost of replacing any items listed in the Inventory which are missing from the Property at the end of the Tenancy;

8.4.8 the cost of removal, storage and disposal by us of any goods or personal effects belonging to you or members of your household which have been left at the Property after the expiry or termination of the Tenancy in accordance with Clause 1.53 of this Agreement;

8.4.9 any other monies owed by you to us;

8.4.10 our reasonable costs in reinstating the Property owing to your breach of any conditions of this Agreement; and

8.4.11 the Policy excess of *(repeat as per page 5)* £ 350 incurred as a result of a claim on our insurance, attributable to your act or failure to act.

8.5 If the Deposit shall be insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

9.0 Notices

9.1 We agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on the Landlord either by being left at the address in Clause 9.2 of this Agreement or by being sent to that address by first class post. Notices left at the address are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.

9.2 The Landlord's address for service is *(insert Landlord address as per page 2)*:

Full address: Apartment 33, Philip Godlee Lodge,

842 Wilmslow Road

Manchester Postcode: M20 2DS

9.3 You agree that any notices given under or in relation to this Agreement which are to be given in writing may be served on you either by being left at the Property or by being sent to the Property by first class post. Notices left at the Property are deemed received the next working day. Notices sent by first class post are deemed received two working days after posting.

9.4 You agree that the service of notices, Rent Increase Notices, the How to Rent Guide, Gas Safety Record, Energy Performance Certificate and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you by email. Your email address for these purposes is *(insert name and email as per page 2)*:

Tenant 1: Rebecca Hoban

Email: betshoban@gmail.com

Tenant 2: Sophia Louca

Email: sophialouca46@hotmail.co.uk

Tenant 3: Carli McFadden

Email: carlimcfadden@hotmail.co.uk

Tenant 4:

Email:

Notices sent by email are deemed to be served the next working day after being sent.

10.0 Consents

10.1 We confirm that all necessary consents have been obtained to enable us to enter into this Agreement (whether from superior (andlord, lenders, mortgagees, insurers, or others)

11.0 Data Protection

11.1 We require to process and retain certain personal information that you have provided to us. From time to time we may pass any or all of that personal information on to third parties who may carry out specific work on our behalf for processing. Full details of the personal information we hold, why we hold that information, how long it is held for and with whom that information is shared are set out in the Fair Processing Notice provided to you.

11.2 In the event that we require your consent to process and retain any of your personal information we shall seek your written permission to do so separately.

11.3 In terms of the EU General Data Protection Regulation 2016/6769 (hereinafter "GDPR") you are entitled to request and inspect personal information of yours that we hold. Should you wish to inspect any of your personal information that we hold, you have the right to request sight of this data, provided it is done in writing and detail the specific information that you are seeking. We will provide you with a copy of any personal information held (which constitutes "Personal Data" in terms of GDPR) within one month of receipt of your written request.

12.0 Special Letting Terms

12.1 Attached to and forming part of this Agreement are *(please state)*:

Smoking and/or vaping is not permitted within the property or any of the communal areas at any time.

This supersedes clause: 1:18

No animal, reptile, insect, rodent or bird shall be kept at or allowed to visit the property or any of the communal areas at any time.

This supersedes clause: 1:19

Signed as an Agreement dated: _____

Between us, the Landlord:
(Repeat Landlord name as on the front page)

Terence Joseph Birch

Diana Birch

Signature: _____

And you, the Tenant:
(Repeat Tenant name as on the front page)

Tenant 1: Rebecca Hoban

Signature: _____

Tenant 2: Sophia Louca

Signature: _____

Tenant 3: Carli McFadden

Signature: _____

Tenant 4: _____

Signature: _____

This document is prepared in good faith by the National Landlords Association. No responsibility whatsoever is accepted by the National Landlords Association or the officers of said organisation for the accuracy or the legal effect of the document(s) nor shall the National Landlords Association or their officers be held responsible for the consequences of its use by a member of the National Landlords Association or by the general public.

Information for tenants

The National Landlords Association is the UK's leading association for private-residential landlords. We work with landlords with large property portfolios to those with just a single letting.

Tenants should contact their landlord or agent directly for any queries relating to this agreement.

The NLA online register of members will allow you to verify whether your landlord is a member of the National Landlords Association.

The online UKALA Agent Directory will allow you to verify whether your agent is a member of the UK Association of Letting Agents.

For more information please visit the National Landlords Association **www.landlords.org.uk** or the UK Association of Letting Agents **www.ukala.org.uk**

Deposit Protection Certificate

This Certificate confirms that your landlord/agent has protected your deposit with **my**|deposits, a government authorised tenancy deposit scheme, and complied with the Housing Act 2004 legislation. It must be read in conjunction with the 'Information for Tenants' leaflet which your landlord/agent should have given you with this certificate. A copy is available at www.mydeposits.co.uk in the tenant section. This Certificate is valid for the duration of the fixed term AST agreement (details below). If at the end of this agreement any of the terms change or you sign a new AST agreement then your landlord/agent must re-protect your deposit and issue you a new Certificate.

This Certificate has four sections:

1. **Warnings to Tenants**
2. **Details of the Protected Deposit**
3. **Key details of The Housing Act 2004 - Prescribed Information Order**
4. **The end of your Tenancy**

Section 1 – Warnings to Tenants:

- A landlord may protect the tenant's deposit with **my**|deposits. Alternatively a landlord may instruct an agent to protect the tenant's deposit on the landlord's behalf.
- Your landlord always remains responsible for your deposit even if the landlord has instructed an agent to protect it on their behalf.
- **my**|deposits does not hold your deposit, except during a deposit dispute when we will hold the disputed amount until the dispute is resolved.
- Within 30 days of receiving your deposit your landlord/agent must provide you with a signed Deposit Protection Certificate and the **my**|deposits 'Information for Tenants' leaflet.
- You should sign this Certificate to confirm the details are correct, or contact your landlord/agent with any errors.
- **my**|deposits agent members must hold your deposit in a client bank account separate from other business monies.

IF YOU HAVE PAID YOUR DEPOSIT TO AN AGENT YOU MAY WANT TO CHECK THIS

Section 2 – Details of the Protected Deposit:

Certificate Number:	DPC0945514	**Amount of Deposit Protected:**	£1300.00
Property Address:	Flat 8, The Alexandra, Wilmslow Road, MANCHESTER, M14 6WT		
Landlord/Agent:	Mr Terence Birch 33 Philip Gordee Lodge 842 Wilmslow Road MANCHESTER M 20 2DS Telephone: 01614452230 Email: terbirch@me.com	**Tenant:**	Ms Rebecca Horan 40 Kirkwood Close Leeds LS16 7EA
Other Tenants:	Ms Sophia Louca Ms Carli McFadden	**Interested Party:**	Not Applicable
Date Deposit Collected from the Tenant:	18 July 2018	**Period of Protection:**	16 August 2018 until three months from the date you vacated the property.
Start Date of Fixed Term AST:	01 July 2018	**End Date of Fixed Term AST:**	30 June 2019
Landlord/Agent			T J BIRCH
Tenant/Lead Tenant	**Signature**		R. HORAN **Print Name**

IMPORTANT
This certificate should be signed by both the Landlord/Agent and Tenant/Lead Tenant to confirm that the information stated above is accurate to the best of both parties knowledge.

Signature of **Edward Hooker** (Chief Executive Officer of **my**|deposits)

Section 3 – Key details Housing Act 2004 - Prescribed Information Order

As well as protecting your deposit with an authorised Tenancy Deposit Protection Scheme, the Housing Act 2004 also requires your Landlord/Agent to provide you with specific information regarding the protection of your deposit – The Prescribed Information. my|deposits assists your Landlord/Agent by providing much of the required information in this Certificate and within the 'Information for Tenants' leaflet. It is the responsibility of your Landlord/Agent to provide this information within 30 days of receiving the deposit from you. my|deposits cannot be held liable in any way for the failure of your Landlord/Agent in providing this information or by the failure to provide it within the 30 day period. For a full transcript of the requirements of The Housing (Tenancy Deposits) (Prescribed Information) Order 2007, please download a copy from our website: www.mydeposits.co.uk

The Prescribed Information requirements relating to tenancy deposits and how my|deposits assists the Landlord/Agent to meet the requirement for you:

Requirement:	How met:
(a) The name, address, telephone number, e-mail address and any fax number of the scheme administrator of the authorised tenancy deposit scheme applying to the deposit.	my|deposits is administered by HFIS plc, T/A Hamilton Fraser Insurance (The Scheme Administrator). my|deposits, Premiere House, Elstree Way, Borehamwood, Hertfordshire, WD6 1JH. Tel 0333 321 9401 • Fax 0845 634 3403 • info@mydeposits.co.uk
(b) Any information contained in a leaflet supplied by the scheme administrator to the landlord which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, the Act.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the shorthold tenancy ("the tenancy").	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy. NB: For the purposes of this paragraph the reference to a landlord or a tenant who is not contactable includes a landlord or tenant whose whereabouts are known, but who is failing to respond to communications in respect of the deposit.	If your Landlord/Agent is not contactable at the end of the tenancy you should contact my|deposits to raise a possible deposit dispute on 0333 321 9401 or notify us of a possible deposit dispute online at www.mydeposits.co.uk
(e) The procedures that apply under the scheme where the landlord and the tenant dispute the amount to be paid or repaid to the tenant in respect of the deposit.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation.	Provided within the 'Information for Tenants' leaflet that should be given to you by your Landlord/Agent with this Certificate.
(g) The following information in connection with the tenancy in respect of which the deposit has been paid:	
(i) the amount of the deposit paid;	Provided within this Certificate of Protection.
(ii) the address of the property to which the tenancy relates;	Provided within this Certificate of Protection.
(iii) the name, address, telephone number, and any e-mail address or fax number of the landlord;	Unless protected under an Agent - the AST should contain the Landlords details.
(iv) the name, address, telephone number, and any e-mail address or fax number of the tenant, including such details that should be used by the landlord or scheme administrator for the purpose of contacting the tenant at the end of the tenancy;	The name and address of the tenant are provided within this Certificate of Protection but the telephone number, and any e-mail address or fax number of the tenant are recorded only in the my|deposits system data base.
(v) the name, address, telephone number and any e-mail address or fax number of any relevant person;	Provided within this Certificate of Protection when applicable.
(vi) the circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the tenancy;	* mydeposits cannot assist here - this should be explained within the AST that you have signed.
(vii) confirmation (in the form of a certificate signed by the landlord) that - (aa) the information he provides under this sub-paragraph is accurate to the best of his knowledge and belief;	* mydeposits cannot assist here - only the Landlord/Agent can sign to confirm this.
(bb) he has given the tenant the opportunity to sign any document containing the information provided by the landlord under this article by way of confirmation that the information is accurate to the best of his knowledge and belief.	* mydeposits cannot assist here - you should check the details of your deposit recorded hereon and only sign if they are correct. If any information about your deposit recorded on this certificate is incorrect you should contact your Landlord/Agent.

* Please note that my|deposits is unable to fulfil the requirements in paragraphs (g) (vi) and (vii) above on behalf of your Landlord/Agent and these requirements will have to be satisfied by them personally as explained above.

Section 4 – The end of your Tenancy:

Please visit www.mydeposits.co.uk to notify us of any dispute about the return of your deposit at the end of your tenancy. The 'Information for Tenants' leaflet provides further information.