



Assured Shorthold Tenancy Agreement

Apartment#..... Boundary Lodge, Boundary Lane, Manchester, M15 6NU

For letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996.

This agreement is made on the..... day of201..... between The Landlord and jointly and severally The Tenant(s) subject to receipt of the signed Guarantor Agreement(s), which refer to this Tenancy Agreement, from all the Guarantors named in this Tenancy Agreement.

1.0 Particulars

1.1 Parties

1.1.1 The Landlord (shall also include the Landlord's successors in title and assigns, such as someone purchasing or inheriting the property)

L&AD2002 Ltd of 1 Firs Avenue, London, N10 3LY

1.1.2 The Agent

CMC Properties

Tel: 07772 543903 or E mail: info@boundarylodge.com

or such other agent as the Landlord may from time to time appoint.

1.1.3 The Tenant(s)

- | | |
|---------------|--------------|
| a) Name | Email..... |
| | Mobile..... |
| b) Name..... | Email..... |
| | Mobile..... |
| c) Name | Email..... |
| | Mobile |
| d) Name..... | Email. |
| | Mobile..... |
| e) Name..... | Email |
| | Mobile..... |

Note: For a Group Tenancy, only the Lead Tenant must supply contact details

The Tenant agrees that the Landlord’s Agent may provide the Tenant’s name, address and other contact details to a third party including, but not limited to, referencing companies, utility providers, the local authority and the appropriate deposit protection scheme provider.

1.1.4 Relevant Person

Under the Housing Act 2004, any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person. For this tenancy there is no relevant person as the Deposit is provided by the Tenant.

1.1.5 Guarantor(s)

a)Name.....
address.....

b)Name.....
address.....

c)Name
address.....

d)Name.....
address.....

e)Name.....
address.....

Where the party consists of more than one person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations. The Landlord’s policy is not to pursue Guarantors for an unconnected Tenant’s obligation. The Landlord will pursue the relevant Guarantor for their associated Tenant’s obligations but if unsuccessful will advise the other Tenants that they will have to share the obligations of the defaulting Tenant. I.E. a party of 5 Tenants where one had defaulted would require the remaining 4 Tenants to cover the on-going rent or provide a replacement Tenant (see 2.9 below).

1.1.6 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

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

1.2 The Building is Boundary Lodge, Boundary Lane, Hulme, Manchester, M15 6NU.

1.3 The Property

1.3.1 The Property is Apartment #..... in the Building, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the inventory signed by the Tenant. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.3.2 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.

1.4 Term

1.4.1 The Term shall be from and including..... to and including.....

1.4.2 The Term is also to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in paragraph 1.3.1 as following the fixed term.

1.4.3 If on the coming to an end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue until ended by either party.

1.5 Rent

1.5.1 The Rent shall be £..... Per calendar month payable in advance.

1.5.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord by banker's standing order or other such method as the Landlord shall require.

1.5.3 The first payment of £..... being due, as cleared funds, on..... or, by agreement with the Landlord or Agent, prior to the date of taking possession.

1.5.4 Thereafter the "Rent due date" will be the.....of each month during the Term of this agreement.

1.5.5 The Rent includes a TV licence for the apartment; personal contents insurance provided by Endsleigh Insurance Services Ltd on a combined basis for the Building; broadband, water and electricity assuming an Average Utility Usage of £40 per month for the number of months in the Term. **We operate a fair usage policy (details attached to this tenancy agreement (appendix 1) Average Utility Usage is calculated as the consumption, over the Term, of water and electricity by all the tenants in the apartment, divided by the number of tenants in the apartment.**

1.5.6 Any Rent not received by the Due Date (see Rent) unless previously agreed with the Landlord or his Agent will incur an administration fee of £35. Overdue rental payments will be subject to interest at the rate of Bank of England base rate plus 6% per annum calculated from the date the payment was due to the date payment is received. If the Rent or any instalment or part thereof shall be in arrears for at least seven days after the same has become due (whether legally demanded or not) or if there shall be a breach of any of the conditions of the Agreement by the Tenant, the Landlord or Agent may enter the Property and determine whether to terminate the Tenancy without prejudice to the other rights and remedies of the Landlord.

1.5.7 Any person paying the 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, which the Landlord shall be entitled to assume without enquiry.

1.5.8 It is agreed that if the Landlord or Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (listed below) Acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue a claim for possession.

1.5.9 Rent in July and August, when taking a 12 month tenancy, is 50 percent of the normal monthly fee.

1.6 Deposit

1.6.1 The Deposit of £will be paid by the Tenant(s).

1.6.2 The Deposit will be paid to the Landlord or Landlord's Agent who will forward the Deposit to The Deposit Protection Service or a similar Government deposit protection scheme. Terms and ADR rules governing the protection of the Deposit, including the repayment process, can be found at www.depositprotection.com

1.6.3 Neither the Landlord or Agent will pay interest on the Deposit.

1.6.4 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, which include but is not limited to:

- Any damage, or compensation for damage, to the Building, its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear; the age and condition of each and any said item at the commencement of the Tenancy and any insured risks and repairs that are the responsibility of the Landlord.

- The reasonable costs incurred in compensating the Landlord for, or for rectifying any major breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of The Building, its fixtures and fittings.
- Any unpaid accounts incurred at The Building for which the Tenant is liable.
- Any Rent or other money due or payable by the Tenant under the Tenancy Agreement of which the Tenant has been made aware and remains unpaid at the end of the Tenancy.

1.6.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, subject to any deductions, within 10 days, after the following have been completed:

- Possession of the Property has been returned to the Landlord
- All key fobs have been returned to the Landlord
- Both parties have confirmed their acceptance of any Deposit deductions
- Confirmation has been received from the LHA that no claw back of Housing Benefit is due
- Written proof that any Council Tax owing has been paid in full

1.6.6 The Deposit is not transferrable to the Tenant in any way

1.6.7 In the event that the total amount lawfully due at the end of the Tenancy exceeds the amount of Deposit taken, the Tenant shall reimburse the Landlord or Agent the further amount, within 14 days of request being made.

2.0 The Landlord's Obligations

The Landlord agrees with the Tenant as follows:

2.1 To pay all outgoings in respect of the Building (except those for which responsibility is assumed by the Tenant under this agreement). The Landlord's obligation includes the cost of provision of broadband but not for any upgraded service level contracted by the Tenant; TV Licence but no subscription services; electricity and water but not Council Tax.

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

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

2.4 That he is the sole owner of the freehold interest in the Building and that all necessary consents to allow him to enter into this agreement (mortgage lenders or others) have been obtained in writing.

2.5 To maintain a comprehensive insurance policy with a reputable company to cover The Building, and Landlord's fixtures, fittings, furniture and effects (including carpet and curtains) and including the Tenant's belongings but this is subject to a limit and other conditions specified by the insurer and advised to the Tenant.

2.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply of service to the Building, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.

2.7 The Landlord agrees to provide a copy of the insurance on written request by the Tenant.

2.8 The Landlord agrees to fulfil his repairing obligations contained within section 11 of the Landlord and Tenant Act 1985. These are quoted below:

- To keep in repair the structure and exterior of the Building (including drains, gutters and external pipes)
- To keep in repair and proper working order the installations of the Building for the supply of water, 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 or electricity)
- To keep in repair and proper working order the installations in the Building for space heating and heating water.

2.9 To allow the list of persons identified as the Tenant to be changed, provided the incoming Tenants and their Guarantor undertake all the provisions of the Agreement and provided that at no time the list of Tenants is greater than the Permitted Number and the other named Tenants agree to the incoming Tenant in writing and

a Deed of Assignment is signed by all Tenants. An administration fee of £400 will be charged to the exiting Tenant for such an amendment to the Tenancy Agreement.

2.10 Possession – without limiting the other rights and remedies of the Tenant, the Landlord may seek to lawfully terminate the Tenancy by obtaining a court order if:

- The rent or any part of it is in arrears whether formally demanded or not
- The Tenant is in breach of any of the obligations under this agreement
- Any of the grounds of schedule 2 of the Housing Act 1988 (Section 21 gives the Landlord the right to end an assured Shorthold Tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause).

Tenants who are unsure of their rights should seek advice.

3.0 Tenant's Obligations

The Tenant agrees with the Landlord as follows:

- a) To confirm that the Tenant is not DSS or Local Authority assisted and understands that the Landlord reserves the right to terminate the Agreement should this occur. If the Housing Benefit/ Income Support or any other rental payments of any description is being claimed from the Local Authority or similar body these must be paid from the said Authority directly to the Landlord and, under no circumstances, be paid to the Tenant.
- b) To confirm that the Tenant has no diplomatic immunity and should the Tenant acquire such immunity he/she will disclose this to the Landlord and understands that the Landlord reserves the right to terminate the Agreement should this occur.

3.1 Payments

3.1.1 Pay the Rent not later than the date and in the manner specified in this Agreement.

3.1.2 Pay, or agree to a deduction from the Deposit, a fair proportion of all charges in excess of the Average Utility Usage, based on the length of the Tenancy and including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all electricity consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. If the Landlord is held responsible by law for the payment of any of these bills, the Tenant agrees to refund to the Landlord the amount covering the Term of this Tenancy.

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

3.1.4 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 terminated.

3.1.5 Pay the reasonable costs of the Landlord's Agent for each letter the Agent, acting reasonably, has to send to the Tenant concerning breaches of the Tenancy.

3.1.6 Pay a charge of £20 to the Landlord for any payment presented to the Landlord's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails.

3.1.7 Notify the relevant authorities and arrange and pay final accounts at the end of the Tenancy.

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

3.1.9 Pay the Landlord for the reasonable cost of replacing the locks and/or £10 each for replacing each key fob if lost or are not returned to the Landlord or his Agent at the end of the Tenancy.

3.1.10 Pay any excess on the Landlord's insurance or the full price of repair if it is less than the excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of their visitors, and is not covered by the Tenant's liability policy.

3.1.11 Pay the costs of any court action taken for possession of the Property or breach of the Tenancy, as provided for in the court's judgement.

3.1.12 Pay any costs where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of a tenant (e.g. dishwasher repair cause is a food blockage)

3.2 Repairs

3.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good condition. Subject to this undertaking, the Landlord is responsible to maintain and repair damage to the Property

3.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.

3.2.3 Notify the Agent promptly of any wet rot, dry rot, infestation by wood boring insects or vermin.

3.2.4 Promptly replace any broken glass where the Tenant or their visitors are responsible for the damage.

3.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the 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 involved.

3.3 The Property

3.3.1 Promptly notify the Landlord or his Agent in writing, via e mail or through the relevant section of the website, when the Tenant becomes aware:

- any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 3.2.1
- any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property
- any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance
- where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.

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

3.3.3 Clean the windows of the Property as often as necessary but no less than at the beginning of each university term and in the last 2 weeks of the Tenancy.

3.3.4 Use non scratch impact kitchen and bathroom cleaners on all sinks and showers and any other surfaces.

3.3.5 Not remove any of the Landlord's possessions from the property or from their respective positions in the Property, which they occupy at the start of the Tenancy.

3.3.6 Not to alter the electrical wiring, switches, light fittings or any other part of the electrical services of the Property.

3.3.7 Not cause the existing broadband apparatus in the Building to be removed or replaced, nor allow its position to be altered nor any alteration to the wiring of such apparatus.

3.3.8 Not to cause disrepair, breakage or damage to any of the Landlord's equipment or appliances due to excessive or inappropriate use of them, or used contrary to the manufacturer's instructions and if any Landlord's equipment or appliances are broken or damaged to then pay full cost of repair or replacement.

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

3.3.10 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes for which the Tenant would be responsible would include pouring fat down the sink; failure to remove hair from plugholes and flushing inappropriate things down the toilet (nappies or sanitary towels)

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

3.3.12 Not permit any visitor to stay for a period of more than one week within any three month period.

3.3.13 Permit the Landlord and or his Agent, after being given 24 hours written (incl E mail) notice to enter and at reasonable hour of the daytime, to enter the Property to:

- view the state and condition and to execute repairs and other works upon the Property.

- show prospective purchasers the Building at all times during the Term and to erect a board to show that the Building is for sale

- show prospective tenants the Property, during the the Term and to erect a board to indicate that the Property is for rent.

3.3.14 Where the Landlord or Landlord's Agent have served a valid written Notice of the need to enter to view the state and or to effect repairs, the Tenant agrees to them using their keys to gain access (except in an emergency when access should be immediate) if the Tenant is unable to grant access at the agreed time.

3.3.15 Not add any aerial, antenna or satellite dish to the Building without the Landlord's consent .

3.3.16 Not change the locks (or install additional locks) to any doors within the Property or the Building, nor make additional keys for the locks without the Landlord's consent.

3.3.17 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.

3.3.18 Keep the Property at all times sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect from frost.

3.3.19 Not block ventilators provided in the Property.

3.3.20 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance including not having flammable liquids, Calor gas or Butane gas in the Property.

3.3.21 Not keep motorcycles, cycles or similar machinery inside the Property. Defined areas are permitted outside the Building.

3.3.22 Pay for any sterilisation and cleansing of the Property made necessary as a result of

- a Public Health (Control of diseases) Act 1984 requirement as a result of a person with a Notifiable Disease having been in the Property during the Term

- any disease or infestation introduced by the Tenant which requires sterilisation and/or cleaning.

3.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of work carried out and/or loss of Rent resulting from the Property having to be kept empty under clause 3.3.22.

3.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any 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.

3.3.25 Not affix any notice, sign, poster or other thing to the internal and external surfaces of the Property in such a way as to cause any damage.

3.3.26 Not prop open any fire doors in the Property, except by any built in system that closes them in the event of a fire, and not disable or interfere with any self- closing mechanism.

3.3.27 Not keep any cats or dogs or any other pet, animal, bird, reptile, fish, insects or the like in the Property, without the Landlord or his Agent's written consent.

3.3.28 Not allow children to live in the Property.

3.3.29 Not cause obstruction in any common areas of the Building of which the Property forms a part. The Landlord reserves the right to remove, or have removed, any such obstruction and at his discretion to charge reasonable costs, payable on demand to the Tenant, for doing so.

3.3.30 Not leave rubbish or waste outside the Building except in the designated refuse bins.

3.3.31 At all times keep the heating in the Property at a minimum of 5 degrees centigrade to comply with the Landlord's insurance, even when the Property is unoccupied.

3.3.32 Tenant may not park cars or vans within the perimeter of the Building.

3.4 General

3.4.1 Nor permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors to the Tenant.

3.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property between the hours of 11pm and 7am so as to be an audible nuisance outside the Property.

3.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the Tenants named in this Agreement.

3.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.

3.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause)

3.4.6 Promptly notify the Landlord if the Property becomes the subject of proceedings under the Matrimonial Clauses Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.

3.4.7 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord without delay.

3.4.8 Not leave the Property vacant for more than 28 days without providing the Landlord or his Agent with reasonable notice.

3.4.9 Check and sign the inventory on the day of receiving the keys to the Property and within a 7 day period thereafter notify the Agent in writing (including E mail) of any corrections, annotations.

3.4.10 Obtain written permission from the Landlord or his Agent to have a telephone line installed and to undertake to pay all relevant charges for installation and use and to undertake to have the telephone equipment and line removed at the end of the Tenancy and make good any damage caused by such installation and removal.

3.4.11 Not to alter the operation, or disable, any part of the fire alarm system.

3.4.12 Not to disable or alter the operation or code of the intruder alarm.

3.4.13 To allow maintenance workers in the building, access to the Property to test the fire alarm without prior notice.

3.4.14 Take all care and attention when burning candles or other items which may cause fire, understanding the cost of any damage to the Building due to spillage, burns, and smoke will be borne by the Tenant, including all cleaning and/or decorating and/or replacement of carpets and curtains on a new for old basis and any loss of rent as determined in 1.4 from rendering the Property or the Building uninhabitable which is not covered by the insurance.

3.4.15 No alcohol to be consumed in the communal areas of the Building.

3.4.16 No smoking in the Building except in the designated Smoking Bay by the rear entrance door.

3.5 Insurance

3.5.1 The Landlord is not responsible for any damage whatsoever to the Tenant's possessions whatever the cause of the damage. The Landlord is providing insurance cover through Endsleigh Insurance for the Tenant's up to a limit and any additional insurance and / or claim to be arranged directly with Endsleigh Insurance.

3.6 End of tenancy

3.6.1 The property was professionally cleaned for the start of the tenancy and professional cleaners should be employed, by you, at the end of your tenancy to return the property to the standard it was received in. Return possession of the Property at the end of the Tenancy in the same good, clean state and condition as it was received at the beginning of the Tenancy and to make good, pay for the repair of, or replace 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).

3.6.2 Return all keys fobs to the Property and Building to the Agent by midday on the last day of the Tenancy (or sooner by mutual arrangement).

3.6.3 Pay for the washing (including ironing) of all linen and the cleaning (including ironing where appropriate) of all carpets and curtains which have been soiled during the Tenancy (reasonable use excepted)

3.6.4 Leave the oven and hob in the same state of cleanliness as is listed in the inventory.

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

3.6.6 Remove all rubbish from the Property except one refuse sack worth of rubbish which may be left in the appropriate bin. Once this bin is full then all rubbish must be removed from the Building and surrounding area.

3.6.7 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.

4.0 Guarantor

4.1 In consideration for the Landlord granting the Tenant a Tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of their obligations under the Agreement or failing to pay rents or any other monies lawfully due.

4.2 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.

4.3 The Guarantor agrees to make payments lawfully due under clause 4.1 or 4.2 even after the Tenant has returned possession of the Property to the Landlord.

5.0 Interpretations

- 1) The expression Landlord includes the successors in title to the Landlord; the singular number includes the plural and vice versa; the neuter includes the masculine and the feminine and where there are two or more persons included in the expression "The Tenant" the Tenant shall be deemed to have been made by all such persons jointly and severally and where there are two or more persons included in the expression "The Guarantor" the Guarantor shall be deemed to have been made by all such persons jointly and severally.
- 2) The Landlord has appointed this Agent to act on his behalf and undertake all actions required of the Landlord
- 3) The expression contents shall mean fixtures, fittings, furniture and effects in about the premises specified in the attached inventory signed by the Landlord and Tenant and the fixtures, fittings, furniture and effects in about the communal areas of the Building that the Tenant has use of.
- 4) "Writing" or "Written" will cover both letter and e mail communications.

6.0 Legal Notices

6.1 Section 47 – Under Section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated in clause 2.2

6.2 Section 48 – Until you are informed 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 above

6.3 Notices Served

6.3.1 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 on the Tenant if it:**

6.3.1.1 Left at the Property during the Term or the last known address of the Tenant at any time

6.3.1.2 Sent by ordinary post 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

6.3.1.3 Sent by Recorded 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

6.3.1.4 Sent via e mail provided that an acknowledgement of the e mail sent is received.

6.3.2 If any Notice or other document is left at the Property , service shall be deemed to have been on the day it was left.

6.3.3 If any notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

6.4 Notices Received

6.4.1 If a relevant local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord or his Agent promptly and as soon as is reasonably practicable. Where appropriate the Tenant should take all reasonable steps to comply with it , having first consulted with the Landlord or their Agent as is appropriate to the situation.

6.5 Rights of third Parties – 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.

Validity of Contract

This agreement shall be governed and construed in accordance with the laws of England and the parties hereby agree to submit to the jurisdiction of the English courts in respect of any dispute in relation to this Agreement. It is accepted by all parties that should any clause (s) be deemed, or found by judgement, to be unlawful that will not affect the validity of the remainder of this Agreement which will remain full force between the parties.

Signature (s) of the Landlord or Agent

In accordance with Statutory Instrument 2007No 797 Regulation 2(1)(g)(vii)(bb) , the Tenant confirms that the information provided to the Landlord and thereby provided to the Tenancy Deposit protection is accurate to the best of their knowledge and belief.

Signature (s) of Tenant (s)

a)

b)

c)

d)

e)

DATED: