

## **AGREEMENT**

**to grant**

## **ASSURED SHORTHOLD TENANCIES**

## **IMPORTANT**

This agreement contains the terms and obligations of the tenancies. It sets out the promises made by the landlord to the tenants and by the tenants to the landlord. These promises will be legally binding once the agreement has been signed by the parties and then dated. 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 and intelligible language, it inevitably contains some legal terms or references.

If any party does not understand this agreement, or anything in it, it is strongly suggested you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

## ASSURED SHORTHOLD TENANCY AGREEMENT - TENANCY CONDITIONS

### 1. DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions and interpretations is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation of meaning of any clause, or of any part of this agreement.

#### 1.1 In these Tenancy Conditions:

**"Building"** means the building known as Rialto Court, 66 Bridge Road, Stockton On Tees, Cleveland, TS18 3DG

**"Common Parts"** means the entrance foyer, stairs, lifts, corridors, laundry, courtyard, bicycle store and any other areas within the Building provided for the benefit of all tenants of the Building

**"Contents"** means the furnishings and effects to be found in the Rooms or the Common Parts of the Apartment as listed in the Inventory to be provided to the Tenants on moving-in to the Rooms

**"Offer of Tenancy"** means the offer of tenancy addressed to the Tenants which is enclosed with these Tenancy Conditions

**"Apartment"** means the apartment of which the Room forms part and which is shared jointly and severally with the other tenants of the apartment, but excluding the Rooms;

**"Rooms"** means the bedrooms in the Apartment, which are let to the Tenants as stated in the Offer of Tenancy, including their fixtures and fittings, carpets, doors and internal glass, but excluding the Service Media within the Rooms and **"Room"** means any one of those bedrooms

**"Service Media"** means central heating and hot water systems, electrical services for power and lighting, drainage and water services, and any data or phone services provided, serving the Building but excluding any Internet service provided

**"Tenancy Agreement"** means the tenancy agreement constituted by the Offer of Tenancy and these Tenancy Conditions

**"Tenancy Period"** means the period from and including the **Tenancy Start Date** and ending on and including the **Tenancy End Date**, as set out in the Offer of Tenancy

**"Tenants"** means the tenants stated in the Offer of Tenancy and **"Tenant"** means any one of them

**"Agent"** means any letting or managing agent, or any other duly authorised person, notified to the Tenants, who is acting from time to time on behalf of the Landlord

**"Rent"** means the sum payable on the Rent Payments Dates by the Tenants for the Tenancy Period as set out in the Offer of Tenancy

**"Rent Payment Dates"** means the dates that the Rent is due to the Landlord as set out in the Offer of Tenancy

**"Method of Rental Payment"** means the agreed method of payment for any rents payable as set out in the Offer of Tenancy

**"Deposit"** means the sum payable by each Tenant for performance of the Tenant's obligations as set out in the Offer of Tenancy

**"Tenancy Deposit Scheme"** means the statutory scheme to which the Landlord is a member for the adjudication of disputed deposits

**"Inventory"** means the list of Contents of the Room and the Apartment provided to the Tenants at the Tenancy Start Date

- 1.2 Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
- 1.3 Unless set out to the contrary above, all terms defined in the Offer of Tenancy shall have the same meanings in these Tenancy Conditions.
- 1.4 Reference to the "**Landlord**" is the person / persons who at any relevant time own, or have a formal interest in, the Apartment that gives them the right to possession of the Apartment and thus is the person who at any particular time has the right to receive rent under this Tenancy Agreement.
- 1.5 Any obligation on the Landlord or the Tenant or Tenants not to do any act or thing includes an obligation to take all reasonable steps not to permit or suffer any other person to do any such act or thing.
- 1.6 The Landlord and the Tenants acknowledge that this Agreement creates separate tenancies of each of the Rooms in favour of each of the Tenants as set out in clause 2.1.
- 1.7 References to the Room in the context of any rights or obligations of any Tenant mean the Room which is let to that Tenant.
- 1.8 Where there are two or more Tenants, their obligations under this Agreement may be enforced against them as follows:
  - 1.8.1 obligations to pay Rent or which relate to the Rooms may not be enforced against them jointly, only against each of them individually;
  - 1.8.2 obligations which relate to the Common Parts or the Apartment as a whole may be enforced against them jointly or against each of them individually; and
  - 1.8.3 any other obligation may not be enforced against them jointly, only against them individually.
- 1.9 The headings in these Tenancy Conditions are for convenience only and are not to be considered in interpreting the Tenancy Agreement.

## **2. THE LETTING**

- 2.1 The Landlord lets:
  - 2.1.1 Room A (including the Contents in Room A) to Tenant 1 at the Rent for the Tenancy Period
  - 2.1.2 Room B (including the Contents in Room B) to Tenant 2 at the Rent for the Tenancy Period
  - 2.1.3 Room C (including the Contents in Room C) to Tenant 3 at the Rent for the Tenancy Period
  - 2.1.4 Room D (including the Contents in Room D) to Tenant 4 at the Rent for the Tenancy Period
  - 2.1.5 Room E (including the Contents in Room E) to Tenant 5 at the Rent for the Tenancy Period
  - 2.1.6 Room F (including the Contents in Room F) to Tenant 6 at the Rent for the Tenancy Period
  - and
  - 2.1.7 Room G (including the Contents in Room G) to Tenant 7 at the Rent for the Tenancy Period
- 2.2 The Landlord and the Tenants acknowledge that this Agreement creates separate tenancies of each of the Rooms in favour of each of the Tenants as stated in clause 2.1. If the tenancy of any Room ends (for any reason) it will not affect the tenancy of any other Room.

- 2.3** Each tenancy to an individual under this Agreement is an Assured Shorthold Tenancy under the Housing Act 1988 and amended
- 2.4** Each Tenant is granted the following rights for the benefit of the Room in common with the Landlord and all other tenants of the Building (including all other persons from time to time duly authorised by the Landlord):
- 2.4.1** the right (shared with the Landlord, any superior landlord and other occupiers of the Building ) to use the Common Parts, including the right to come and go to and from the Room over such of the Common Parts as are designed or designated to afford access on foot only; and
  - 2.4.2** the right to use the shared facilities within the Apartment
  - 2.4.3** and in the case of the communal bicycle store, to use it for the normal purposes of such facility on a 'first come, first served" basis

The Landlord and any superior landlord may from time to time vary or exclude some or all of the Common Parts over which any Tenant(s) has these rights provided the Tenant(s) continues to have reasonable means of access to and from the Apartment and the Room.

- 2.5** The Landlord reserves the following rights over the Rooms:
- 2.5.1** the right for the Landlord and those authorised by the Landlord to enter any Room upon a minimum of 24 hours prior written notification (except in cases of emergency) for any purpose mentioned in these Tenancy Conditions; and
  - 2.5.2** the right to the free passage and running of water, soil, gas and electricity through any pipes, cables, wires, drains or sewers passing in or through the Rooms.

### **3. THE TENANTS' OBLIGATIONS**

PLEASE NOTE: These are the things that the Tenants agree to do or not to do. It is important for the Tenants to understand what they must or must not do. If the Tenants break, or do not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenants, or to seek other legal remedies against the Tenants, including the possibility of possession or eviction against one or more of them.

The Tenants agree with the Landlord as follows:

- 3.1** Each Tenant shall accept the Room, the Apartment, the Common Parts and the Building as being in good and tenable repair and condition and all Contents present as at the Tenancy Start Date unless the Tenant informs the Landlord in writing of any defects in the condition and repair or that any contents are missing within 48 hours of the Tenancy Start Date
- 3.2** Each Tenant will pay the Rent on the Rent Payment Dates and by the Method of Rental Payment as set out in the Offer of Tenancy unless agreed by the Landlord otherwise, whether formally demanded or not, and will not set-off any amounts against the Rent. Payments by other persons on behalf of any Tenant will be considered as if payments from that Tenant.
- 3.3** If payment of the Rent or any other money due from any Tenant is late, the Landlord reserves the right to charge interest at the rate of 3% per annum above the base rate of National Westminster Bank PLC from time to time on the outstanding amount from the date payment was due until the payment is made in full (both before and after any judgment by a Court). Interest will be charged on a daily basis and shall be compounded monthly, and the Landlord may recover the interest as though it were rent.
- 3.4** To pay a fair and reasonable proportion of the cost of providing electricity, gas (if any) and water (the "Utilities") to the Building (such proportion to be determined by the Landlord.) The Rent includes the cost of the Landlord providing the Utilities at an allowance of £300.00 per Tenant per Tenancy Period but this allowance will not necessarily provide the Tenant's total requirement and may need to be topped up by payment of additional sums. If the Tenant's share of the Utilities exceeds the Tenancy Period allowance then the Tenant will pay a fair and reasonable proportion of the overall additional consumption as determined by the Landlord.

- 3.5** To pay all reasonable and proper costs and expenses (including legal costs), and fees payable to a surveyor or solicitor and any value added tax thereon incurred by the Landlord in reasonable consideration of proceedings to recover outstanding Rent or any sum incurred as a result of the Tenant not performing the obligations of the Tenant under the Tenancy Agreement.
- 3.6** Each Tenant is to pay the Deposit as security for the performance of the Tenant's obligations.
- 3.7** To pay to the Landlord an administration fee of £25 plus VAT for each letter sent to any Tenant in respect of late payment of Rent or any other amount due from the Tenant under the terms of the Tenancy Agreement.
- 3.8** To promptly notify the Landlord of any damage to or defect in the Room and/or the Contents and/or the Apartment and/or the Building (of which a Tenant becomes aware)
- 3.9** To operate the Service Media and electrical appliances in the Apartment in accordance with the manufacturer's instructions and not change, damage, alter or interfere with them in any way and to ensure that any electrical appliances which do not belong to the Landlord comply with all relevant standards and regulations
- 3.10** To pay a fair and reasonable proportion, as determined by the Landlord acting reasonably, of the costs incurred by the Landlord in making good damage to the Room, the Apartment or the Common Parts and/or in replacing any fixtures or fittings damaged therein which arises due to any act of any Tenant or any failure by any Tenant to observe and comply with the obligations under this Tenancy Agreement. If there is no evidence to the contrary, then the cost of repairing any damage shall be apportioned as if:
- 3.10.1** the damage to a Room was caused by the Tenant to whom that Room is let;
- 3.10.2** all the Tenants caused the damage to the shared facilities in the Apartment; and
- 3.10.3** all the tenants entitled to use the Common Parts caused the damage to the Common Parts.
- 3.11** Allow the Landlord and those authorised by the Landlord upon a minimum of 24 hours written notice (except in cases of emergency) to enter the Apartment at reasonable times to:
- 3.11.1** inspect its condition;
- 3.11.2** carry out any necessary repairs or alterations to the Room and/or Apartment and/or Building;
- 3.11.3** maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room; and
- 3.11.4** carry out viewings of the Room and/or Apartment with prospective tenants or buyers.
- The Landlord will cause minimum possible inconvenience to the Tenants and will, wherever possible, carry out the works after the end of the Tenancy Period.
- 3.12** Provide the Landlord with a certificate of exemption for council tax or, if any Tenant is not entitled to such a certificate, the Tenant will reimburse the Landlord for the council tax which is payable during the Tenancy Period in respect of the Room and/or the Tenant's use of the Room or any other part of the Building including television license fees, charges for the use of a telephone in the Apartment or Room and rental or other recurring charges during the Tenancy Period, if requested.
- 3.13** Maintain the Room and, jointly and severally with the other Tenants, the Common Parts of the Apartment in at least as good tenantable repair and decorative order and clean condition as it is in at the Tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure).
- 3.14** Maintain the Contents in the Room and the Common Parts of the Apartment in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (and the Inventory provided to the Tenants on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted in such Inventory) in accordance with Clause 3.1,

- 3.15** Not remove any of the Contents from the Room or the Common Parts of the Apartment, as the case may be.
- 3.16** Occupy the Room personally for residential purposes only.
- 3.17** Not transfer any tenancy created by the Tenancy Agreement to anyone else (including not to assign, underlet, sublet, take in lodgers or paying guests, charge or part with possession of the whole or any part of the Room).
- 3.18** Not to share occupation of the Room with any other person
- 3.19** Not carry on any profession, trade or business whatsoever in the Room or the Apartment.
- 3.20** Not use the Room or the Apartment for any improper, immoral or illegal purpose nor in any way which may, in the reasonable opinion of the Landlord, be a nuisance, damage or annoyance to the Landlord or to the other tenants/ landlords of the Building or any adjoining premises and in particular, each Tenant will:
  - 3.20.1** not cause any noise which, if made within the Room, can be heard outside the Room or, if made within the Common Parts of the Apartment, can be heard outside those Common Parts;
  - 3.20.2** not keep or use drugs, the possession or use of which is prohibited by statute (including but not limited to the Misuse of Drugs Act 1971);
  - 3.20.3** not harass, threaten or assault any other tenants of the Building or their guests or any personnel of the Landlord or any other person;
  - 3.20.4** not keep, store or use in the Building any gas or oil heater or other fuel burning appliance, including candles, incense sticks or deep fat fryers
  - 3.20.5** attend a safety meeting at the beginning of the Tenancy Period arranged by the Landlord or Agent and the local fire brigade as required; and
  - 3.20.6** not bring shopping trolleys, road signs, or any other article into the Building which is not needed for normal residential occupation.
- 3.21** Not damage or leave in a dirty or untidy state any parts of the Building.
  - 3.21.1** Not alter, modify, decorate, add to or in any way interfere with the structure of the Room, the Apartment, the Contents or the Building.
  - 3.21.2** Not block, or put damaging substances into, the sinks, baths, lavatories, cisterns or pipes in the Room or the Apartment
  - 3.21.3** Not change any of the locks of the Room or the Apartment
  - 3.21.4** Not park any vehicle on any Common Parts, approaches or private roads belonging to the Building.
- 3.22** Not to glue, stick, blue tack, nail, tack, screw fix or fasten anything whatsoever to the Room or the Apartment in any manner which may damage the structure or decorations or to place or fix anything on either side of the windows of the Room or the Apartment.
- 3.23** Ensure that any refuse is deposited in the receptacles provided for the purpose in the Building.
- 3.24** Not erect any external wireless or television aerial or satellite dish.
- 3.25** To purchase a TV license for the Tenant's personal use in the Room.
- 3.26** Not keep any animal, bird, insect or reptile in the Room, or the Common Parts of the Apartment, except for any guide dog.

- 3.27** Not do anything in the Room or the Common Parts which would invalidate the insurance of the Building or entitle the insurers to refuse to pay out policy monies, or prejudice or increase the premium payable for the policy of insurance of the Building for the time being in force.
- 3.28** Not obstruct any means of access within the Building including any window or doorway
- 3.29** Not to tamper with the Landlord's fire prevention and control equipment
- 3.30** Not to use designated fire escapes except for the purposes of emergency escape.
- 3.31** To comply with any reasonable regulations of the Landlord which may be notified to the Tenants in writing from time to time including any fire action plan and in the event of conflict between the terms of these Tenancy Conditions and any such regulations, the terms of these Tenancy Conditions shall prevail.
- 3.32** To report any accident or incident to the Landlord as soon as possible after it occurs and in any event within 48 hours after the incident or accident. If reasonably requested to do so by the Landlord, to complete an incident or accident form and return it to the Landlord.
- 3.33** At the end of the Tenancy Period, however it ends, each Tenant is to:
  - 3.33.1** hand to the Landlord all keys to the Room and the Apartment;
  - 3.33.2** give the Landlord vacant possession of the Room and the Apartment;
  - 3.33.3** ensure that the Room, the Apartment and the Contents are completely clean and tidy and are in the condition required by this Agreement. For the avoidance of doubt this includes removing any personal item or belongings that were not detailed on the Inventory;
  - 3.33.4** in accordance with the Tenancy Deposit Scheme each Tenant agrees to arrange and attend an inspection of the Room and the Apartment to be carried out by the Landlord or his representative;
  - 3.33.5** leave all the Contents in the same positions in the Room and the Apartment as at the beginning of the Tenancy Start Date.

#### **4. THE LANDLORD'S OBLIGATIONS**

PLEASE NOTE: These are the things that the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenants may be entitled to claim damages or compensation from the Landlord, or to seek legal remedies against the Landlord.

The Landlord agrees with the Tenants as follows:

- 4.1** That if a Tenant pays the Rent and performs all the obligations of that Tenant under the Tenancy Agreement, then the Tenant may quietly possess and enjoy the Room during the Tenancy Period without any interruption from the Landlord or any person acting on the Landlord's behalf (save as otherwise expressly set out in these Tenancy Conditions to the contrary);
- 4.2** To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the landlord to repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the premises for supply of water, gas and electricity (as appropriate) and for sanitation (including basins, sinks, baths and sanitary conveniences); to keep in repair and proper working order the installations in the premises for space heating and heating water. In determining the standard of repair required by the landlord under this clause, regard shall be had to the age, character and prospective life of the premises and the locality in which it is situated.
- 4.3** To maintain, repair, clean, decorate and provide adequate heating and lighting to the Common Parts;
- 4.4** To maintain all Service Media serving the Apartment and / or the Common Parts;
- 4.5** To provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;

- 4.6 To provide security facilities for the Building;
- 4.7 To provide and maintain equipment in the Common Parts.
- 4.8 To insure the Building under comprehensive insurance policies subject to any exclusions and excesses that are usually imposed in residential insurance policies;
  - 4.8.1 Use all reasonable endeavours to arrange for any damage covered by the insurance policies to be remedied as soon as reasonably practicable;
  - 4.8.2 And refund to each Tenant any Rent paid equivalent to the period during which the Tenant cannot occupy or gain access to the Room or the Apartment as a result of any damage caused by an insured risk.
  - 4.8.3 Clauses 4.8.1 and 4.8.2 will not apply if the insurers refuse to pay out the policy monies because of anything the Tenant has done or failed to do.

**5. ALTERNATIVE ACCOMMODATION**

- 5.1 The Landlord reserves the right during the Tenancy Period to move any Tenant to alternative accommodation (which may be in a hotel) only for the purpose of carrying out emergency repairs PROVIDED THAT:
  - 5.1.1 The Tenant is given reasonable notice; and
  - 5.1.2 The Tenant will occupy the alternative accommodation on the terms of the Tenancy Agreement.

**6. AGREEMENTS AND DECLARATIONS**

- 6.1 It is agreed between the Landlord and each Tenant that if at any time:
  - 6.1.1 the whole or any part of the Rent shall be unpaid for one month after it becomes due (whether legally demanded or not); or
  - 6.1.2 there has been a serious breach, non-performance or non-observance of the Tenant's obligations; or
  - 6.1.3 the Tenant ceases to be a student in full time education; or
  - 6.1.4 any of the grounds set out in the Housing Act 1988 Schedule 2 applythe Landlord may apply for a Court Order stating that the Landlord shall be entitled to repossess and enjoy the Room as if the Tenancy Agreement has not been granted. If the Court Order is granted the tenancy of the Room shall end in accordance with the terms of the court order but without prejudice to any right of action or remedy of either the Landlord or the Tenant in respect of any previous breach of the other's obligations under the Tenancy Agreement.
- 6.2 If the Landlord exercises its rights under clause 6.1 and the tenancy of any Room comes to an end, it will not affect the tenancy of any other Room.
- 6.3 If the Room, Apartment and/or Building are destroyed, then either the Landlord or the Tenant may end the tenancy of the Room created by the Tenancy Agreement by giving the other one month's written notice.

## **7. THE DEPOSITS**

### **How the Security Deposits will be dealt with**

Each of the Deposits referred to in clause 3.6 will be held as security for and in respect of, the performance by the relevant Tenant of all obligations of that Tenant in this agreement including those set out in this clause 7; to pay for or be used for;

- 7.1** Any damage, or compensation for damage, to the Room or the Apartment or Building its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.

Declaring that for the purposes of this clause

**7.1.1** Damage to a Room shall be deemed to have been caused by the Tenant of that Room;

**7.1.2** Damage to the Apartment shall be deemed to have been caused by the all the Tenants;

**7.1.3** Damage to any Common Parts in the Building (other than an Apartment) shall be deemed to have been caused by all those tenants who generally use the Common Parts in question

In the absence of any evidence to the contrary, the cost of remedying any such damage shall be apportioned accordingly.

- 7.2** The fair costs incurred in compensating the Landlord for, or rectifying or remedying any meaningful breach by the relevant Tenant of his obligations under this agreement, including those relating to the cleaning of the Room or the Apartment

**7.3** Any unpaid council tax incurred at the property for which the relevant Tenant is liable

**7.4** Any rent or other money lawfully due or payable by the relevant Tenant under this agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

**7.5** Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Room and Apartment for which the Tenant is liable.

### **Dealing with the Deposits after the end of the Tenancy**

Each Deposit is held by the Agent as "agent for the Landlord", this means that at the end of the tenancy, the Agent (subject to any other over-riding contractual arrangements) should follow the Landlord's instructions regarding the apportionment of deductions from each Deposit, eg. for costs or compensation for damage, or for breaches of, or failure to comply with, the relevant Tenant's obligations. The Deposits are to be held by the Agent in a bank or building society account separately from the Landlord's own monies, and each Deposit (or balance thereof remaining) will be returned to the relevant Tenant without interest. Any interest earned will belong to the Landlord.

- 7.6** At the end of the Tenancy Period, the Tenants will be given the opportunity to attend a check-out inspection with a representative of the Landlord with a view to reaching agreement as to what, if any, deductions the Landlord shall make from the Deposits. If the Tenant is not present at this meeting the Tenant will be advised within 10 working days of any deductions the Landlord propose to make.

**7.7** The Tenants will not set-off the Deposits against any payment of Rent due to the Landlord.

**7.8** Each Deposit (or the balance thereof remaining) shall be returned to the relevant Tenant within one month of the end of the Tenancy Period (however it ends) and vacation of the Room by the Tenant.

**7.9** However, the Landlord reserves the right to give notice to any Tenant of its intention to draw on that Tenant's Deposit at any time in payment of any sums due from or spent on behalf of the Tenant under the Tenancy Agreement.

- 7.10** If there is no dispute the Landlord will keep or repay the Deposit, according to the agreed deductions and the conditions of this tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 7.11** The Tenant should try to inform the Landlord in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the Apartment. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of the Tenancy Deposit Scheme and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 7.12** If, after 10 working days following notification of a dispute to the Landlord and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to clause 7.13 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 7.14** The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by the clauses above.

## **8. SEVERABILITY**

If any term, condition or provision contained in the Tenancy Agreement shall be held to be invalid, unlawful or unenforceable to any extent, the validity, legality or enforceability of the remaining parts of the Tenancy Agreement shall not be affected.

## **9. NOTICE**

- 9.1** As required by Section 48 of the Landlord and Tenant Act 1987 the Tenants are hereby notified that notices (including notices in proceedings) must be served on the Landlord by the Tenants at the following address (until the Tenants receive written notification of a different name or address for the Landlord):

Bournston (Stockton) Limited C/O Mainstay Residential Ltd, Whittington Hall, Whittington Road, Worcester, WR5 2ZX

- 9.2** Any notices served by the Landlord on a Tenant must be in writing and will be deemed to have been served if sent by recorded or first class post to, or left at, the Apartment or the Tenant's last known address in the United Kingdom
- 9.3** Within seven days of receipt, the Tenants are to give to the Landlord a copy of any document or communication relating to the Apartment received by the Tenants.

## **10. SUPERIOR LEASE**

- 10.1** If the Landlord holds the Apartment under a lease, the provisions of this clause 10 will apply

- 10.2** The Landlord is:

**10.2.1** to use reasonable endeavours to procure that, where appropriate, his obligations under this Agreement are fulfilled by the superior landlord or the management company under the superior lease

**10.2.2** at the request and cost of the Tenants to use all reasonable endeavours to ensure that the superior landlord or the management company fulfils their obligations under the superior lease so far as they relate to or affect the Apartment; and

**10.2.3** to pay the rents, service charges and other sums payable under the lease and observe all obligations imposed on him by that lease except for those which are the Tenants' obligations under this Agreement

**10.3** If, and to the extent that, any of the Landlord's obligations under this Agreement are also obligations owed by the superior landlord to the Landlord under the superior lease, the Landlord will not be liable for any breach of those obligations provided he has complied with clauses 10.2.1 and 10.2.2.

**11. PAYMENT BY CREDIT OR DEBIT CARD**

The Landlord reserves the right to take payment of late Rent and any associated administration fees from the relevant Tenant's credit or debit card. Details of credit or debit cards will be taken from the relevant Tenant's application forms or from those details provided on the relevant Tenant's checklist and shall be held on record. Payments by credit card shall be subject to a 1.5% transaction charge on the amount paid.