

TERMS AND CONDITIONS

ASSURED SHORTHOLD TENANCY AGREEMENT TERMS & CONDITIONS

By accepting our offer of rented accommodation and making your prepayment, the Tenant is hereby accepting that the Tenant has read and agreed to the Terms and Conditions of this Tenancy Agreement. This Agreement is a legally binding contract.

If the Tenant is not sure about any of the clauses set out in these or any other Terms and Conditions, the Tenant should get advice from a solicitor or the local Citizens Advice bureau.

1. GENERAL

- 1.1 Reference in this Agreement to The Landlord shall include The Landlord's Agent Urban Sleep Ltd and other representatives. Note: Under s.48, The Landlord and Tenant Act 1987, notices can be served to The Landlord at Urban Sleep Head Office, 2A Myrtle Street, L7 7DP.
- 1.2 Fair residential usage of water is included in the Rent. The Landlord reserves the right to charge Tenants for excessive use of this utility service. All communal service charges are also included in the Rent except where the Tenant, Additional Occupants and/or their Visitors cause damage or nuisance in the Premises or the Grounds in which case they will be liable for the cost. No other utility services or charges are included in the Rent.
- 1.3 Where two or more people are together the Landlord, the Tenant, the Guarantor, they are responsible for their obligations jointly and individually.
- 1.4 Clause and paragraph headings are for convenience only and shall not affect the construction of this Tenancy Agreement or validity of any of its clauses.
- 1.5 This Tenancy Agreement is an Assured Short hold Tenancy as defined by sections 19A and 20 of the Housing Act 1988 and the provisions for the recovery of possession by us in the Housing Act 1988 apply to the Tenancy Agreement. The Tenant understands that the Landlord will be entitled to recover possession of the Premises when the Tenancy Period ends.
- 1.6 The Landlord will arrange for an inventory and description of the condition of the Apartment to be completed free of charge at the beginning and at the end of the Tenancy. If the Tenant does not come to the appointments to check the Inventory at the start and end of the Tenancy, the Landlord will send the Tenant a copy of the Inventory. The Tenant will have three working days to check the Inventory, make any comments and sign and return it to the Landlord. If the Tenant does not do this within three working days the Landlord will take this to mean that the Tenant agrees to the Inventory and description of the condition of the Apartment as being a true and full record at the time it was made.

1.7 DEFINITIONS

- 1.8 Inform in writing (Giving Notice)** – inform the Landlord by sending a letter (recorded delivery) to the address above or via e-mail via lettings@urbansleep.co.uk (it is the Tenant's responsibility to check that the e-mail had been received).
- 1.9 Deposit** - A deposit is a sum of money that the Tenant agrees to pay the Landlord prior to moving into the Apartment. It is designed to protect the Landlord against damage or non-payment of rent by the Tenant. The Landlord is required to hold this money in compliance with regulations. At the end of a Tenancy, if the Tenant has fully complied with their Tenancy Agreement, The Landlord will return the deposit in full. Urban Sleep protects the Deposits with the Deposit Protection Service.
- 1.10 Prepayment** – A prepayment is a non-refundable sum of money paid when accepting the Tenancy Offer and therefore entering into the Tenancy Agreement. The prepayment of £450.00 is required from all Customers to finalise the Tenancy Agreement and will be paid upon finalising the Tenancy Agreement and accepting these Terms and Conditions. The Tenancy Agreement will not be considered finalised until this Prepayment is received. The Prepayment will form part of the Rent payment and will be offset from the first month's Rent. The Tenants will be required to pay the full first month's Rent and Deposit before being allowed to collect their keys to the Apartment. It is the Tenant's responsibility to make arrangements for these payments to reach the Landlord in time. This will not affect the date considered the Start of Tenancy date.
- 1.11 Customer** – Any person who expresses interest in the properties offered by the Landlord.
- 1.12 Online System** – The Online System refers to Urban Sleep's online booking and management system operating on www.urbansleep.co.uk, www.urbansleep.net and www.bookings.urbansleep.co.uk, and any pages hosted by these domains.
- 1.13 Online System Account** – Personal accounts created and accessed by the Customer or the Tenant to book and manage their Tenancy hosted on the domains above.
- 1.14 Tenant** – An individual who occupies an Apartment for a fixed temporarily stay, rented from The Landlord under this Tenancy Agreement.
- 1.15 Terms and Conditions** – The Terms and Conditions set out in this document as well as any supplementary Terms and Conditions accepted by the Tenant and the Landlord in addition to this Agreement.
- 1.16 Application** – An application made by the Customer using the Online System Account on the Landlord's Online System. An Application is not a Tenancy Agreement or any other kind of legal agreement and is used to express the Customer's interest in the Landlord's Properties. An Application does not guarantee at any stage a Tenancy Offer or availability of a particular Property or Apartment.
- 1.17 Tenancy Offer** – An offer made by the Landlord to the Customer outlining the Terms and Conditions of the Tenancy Agreement as well as the details of the property, the Tenancy Period and the Rent, submitted to the Customer via the Landlord's Online System and accessible to the Customer via their Online System Account. A Tenancy Offer does not constitute a Tenancy Agreement until it is accepted by the Customer on the Contracts sections of their Online System Account by accepting the full Terms of the Tenancy and paying a prepayment of £450.00 as well with the Deposit payment. The Landlord is allowed to withdraw the Tenancy Offer at any point before the Customer accepts it. Once the Prepayment is paid and the Terms

and Conditions of the Tenancy Offer are accepted, the Tenancy Agreement is finalised and is legally binding.

- 1.18 Rent** – Means the monthly charge for renting the Apartment, as set out in the Tenancy Offer and/or Tenancy Agreement and accepted by the Tenant and the Landlord.
- 1.19 Tenancy Period** – Means the period from and including the Tenancy Start Date and ending on and including the Tenancy End Date.
- 1.20 Tenancy Start Date**– The date agreed between the Landlord and the Tenant from which there Tenancy will start regardless of when the Tenant collects the keys.
- 1.21 Tenancy End Date** – the date agreed between the Landlord and the Tenant on which the Tenancy will end.
- 1.22 The Apartment** – The apartment that the Tenant leases from the Landlord for the Tenancy Period under the Terms and Conditions set out in this Tenancy Agreement and Tenancy Offer accepted by the Tenant via their Online System Account on the Landlord’s Online System.
- 1.23 Premises** – This includes any parts of the Building or Apartment, gardens, paths, fences, gates, driveways, boundaries or other Buildings and areas that belong to the Landlord and form part of the Tenancy.
- 1.24 Grounds** - This includes, but is not limited to, the driveways and walkways, hard and soft landscaped areas including, the car park, motorcycle parking and bicycle parking areas and any external areas designated for communal use of the Tenants within the Premises or forming a part of the Premises.
- 1.25 The Building** – The building where the Apartment is located.
- 1.26 Communal Service Charges** – Any charges payable for the maintenance and management of the Premises to ensure that the Landlord’s obligations are met. This does not include any charges and/or costs which are the Tenant’s responsibility under this Tenancy Agreement.
- 1.27 Rent Payments** – Specified monthly payments from the Tenant to the Landlord made due on a specified day every month as agreed per Tenancy Agreement and detailed in the Tenancy Offer on the Online System that the Tenant has accepted..
- 1.28 Direct Debit** - An arrangement made with a bank and the account holder that allows a third party to transfer money from a person's account on agreed dates.
- 1.29 Working Day** - Any day (other than Saturday, Sunday or legal holidays (Bank Holiday)) on which legal business can be conducted.
- 1.30 Due Day** – A date on which the tenant has to pay any Rent or other Payments.
- 1.31 Standing Order** - An instruction to a bank by an account holder to make regular fixed payments to a particular company.
- 1.32 Deferred Payment Plan** – An arrangement set out by the Landlord or its preferred credit collection agent in which the Tenant is allowed to defer payments to a specified time in the future to settle any monies owed by the Tenant.
- 1.33 Invoice** - A list of goods sent or services provided by the Landlord, with a statement of the sum due for these; a total.

- 1.34 Visitor** – Any person invited or allowed into the Premises by the Tenant and/or an Additional Occupant. This means that any person who is allowed access into the Premises in any way by the Tenant will be considered as the Tenant’s Visitor despite whether the Tenant claims to know this person and the Tenant will be liable for this person’s actions while they remain on the Premises.
- 1.35 Emergency** – An event, incident or situation where any person or any part of the Premises is exposed to a serious potentially harming threat such as:
- 1.35.1** total loss of water or electricity supply in the whole Apartment
 - 1.35.2** total loss of heating during cold weather in the whole Apartment
 - 1.35.3** major leaks that cannot be stopped or contained by the Tenant or Additional Occupants
 - 1.35.4** burglaries or antisocial behaviour where the doors or windows of the Apartment are no longer secure
 - 1.35.5** fire hazard or an actual fire
 - 1.35.6** lock outs due to loss of keys or leaving the keys in the Apartment (a lock out charges of £30.00 per lock out will apply for response to lock outs in addition to any key replacement charges)

Tenants are advised to contact the appropriate emergency service on 999 before contacting the Landlord where appropriate.

- 1.36 Additional Occupant** – A person(s) who resides full time at the Apartment with consent from the Landlord. The Additional Occupant(s) agrees to the clauses in this Tenancy Agreement and any other Terms and Conditions the Landlord has document.
- 1.37 Arrears** – Any monies due to be paid by the Tenant to the Landlord that has not been paid by the due date of the Payment.
- 1.38 Month** – A calendar month.

2. ONLINE SYSTEM

- 2.1** The Tenancy Agreement will be finalised after the Customer accepts their Tenancy Offer using the Online System (<https://bookings.urbansleep.co.uk/eaccom/login/start.do>) and makes a Prepayment upon accepting it.
- 2.1.1** The Tenancy Offer will be withdrawn if a confirmation and a Prepayment are not received within 72 hours of The Landlord sending the Customer a Tenancy Offer.
- 2.2** Following clauses 2.1 & 2.2, it is the Customer’s responsibility to check their Tenancy Offer details and status before accepting.
- 2.3** The Landlord reserves the right to withdraw the Tenancy Offer at any time before the Customer accepts the Tenancy Offer at Management’s absolute discretion.
- 2.4** All Customers are required to make a Prepayment of £450.00 when accepting their Tenancy Offer which will form a part of their first Month’s rent.
- 2.5** All Customers are required to pay the Deposit payment (one month’s rent) when accepting their Tenancy Offer.
- 2.6** A successful acceptance of a Tenancy Offer, the Tenant will be required to pay the remaining portion of the first month’s rent before the start of the Tenancy.

3. ACCOUNT PAYMENTS

3.1 The Tenant agrees:

- 3.1.1 To pay Rent to the Landlord as specified in the Tenancy Offer on the dates set out in that Offer for the duration of the Tenancy Period (including any and all periods when Tenant may cease to occupy the Apartment for whatever reasons).
- 3.1.2 To pay the Landlord within 7 days of the Tenant receiving an Invoice, any reasonable expenditure that occurred as a result of any damage caused by negligence of the Tenant or their Visitors and/or damage caused intentionally by the Tenant and/or their Visitors and/or damage caused by breach or noncompliance with this Agreement and/or breach of any of the Landlord's terms and conditions in relation to residing at the Premises committed by the Tenant or their Visitors. This excludes reasonable wear and tear and Property defects that occur out of Tenant's control that are promptly reported to The Landlord in writing or via the maintenance portal on Urbansleep.net available to all Tenants.
- 3.1.3 To promptly pay any Council Tax or similar tax (if applicable) in respect to the Apartment and its Occupants for the Tenancy Period.
- 3.1.4 To promptly pay and be fully responsible for all utility and service charges with respect to the Apartment and its Occupants and any service contract that the Tenant (or any of the Occupants in the Apartment) has entered into during the Tenancy. The Tenant will also be fully responsible for any charges arising from such contracts relating to their Tenancy after the Tenancy End Date.
- 3.1.5 It is the Tenant's responsibility to make sure that the Landlord receives the Payments on time and to the correct amount. The Landlord is not required to send reminders about payment Due Dates.
- 3.2 Rent Payments will be collected via Direct Debit every month on the Due Day or the first Working Day after that if the Due Day is not a Working Day.
- 3.3 The Landlord must receive the full amount stated in the Tenancy Offer on the day that it is due or the next Working Day if the Due Day is not a Working Day.
- 3.4 Where Direct Debits are not possible, Rent Payments can be made through the Online System using a Debit or Credit Card. Credit Card payments will incur an additional sur-charge of 2%.
- 3.5 Rent Payments made through the Online System will incur an additional administration charge of £5.00 every time a payment is made on the Online System.
- 3.6 If for any reason the Rent Payments are not available to be received by the Landlord in full and/or on time, **the Tenant must inform The Landlord at least 7 Working Days in advance of the Due Date in writing** and provide evidence of future funding.
- 3.7 The Landlord strongly encourages the Tenant to approach the Landlord if they are not able to make their Payments on time, as soon as they become aware of this, **but always within 7 working days before** the payment Due Day as the Landlord may be able to set up a Deferred Payment Agreement & help avoid late payment fees.
- 3.8 A deferred payment plan may be offered and entered into at the Landlord's discretion and the Tenant will incur an administration charge of £50.00 for setting up the Deferred Payment Plan. It is your responsibility to make sure that the deferred payments reach the Landlord on time

and/or to the correct amount. The Landlord is not required to send reminders about payment due dates.

- 3.9** It is the Tenant's responsibility to reimburse the Landlord immediately on demand in respect of any costs or charges payable by the Landlord as a result of any incomplete payment or payment being made after the Due Date stated in the Invoice issued by the Landlord.
- 3.10** The Tenant will indemnify the Landlord for any Council Tax, services charges and any utility charges due in respect of the entire Apartment and its Additional Occupants for the duration of the Tenancy, as well as where the Tenant (or any of the Additional Occupants in the Apartment) has entered in to a contract extending beyond the Tenancy, in which case the Tenant will be liable for any charges due.
- 3.11** The Tenant must not install any water payment meters at the Premises or change the water supplier and/or install any electricity meter at the Premises. The Tenant must first obtain written permission from the Landlord if they wish to change the electricity supplier to the Apartment.
- 3.12** The Termination of this Agreement does not cancel any outstanding obligation which the Tenant is responsible for such as any rent payments owed for time stayed and up to the Tenancy End Date, utilities and other charges that may apply.
- 3.12.1** The Landlord's rights under this clause are in addition to any other rights the Landlord has under this Agreement. In particular, the Landlord reserves the right to seek compensation for a breach of this Agreement or to cover any arrears. Then the Landlord may pursue other rights and remedies it has as the Landlord sees it fit.
- 3.13** **ARREARS**
- 3.14** If the Rent is not received by the Due Date (or the next Working Day if the Due Date is not a Working Day) specified on the Tenancy Offer and there is no deferred payment Agreement in place, the Tenant agrees to pay The Landlord an Administration Fee of £30.00 each time the Tenant is contacted, which will become payable immediately.
- 3.15** The Landlord will contact the Tenant for a maximum of 4 times within 10 working days before further action is taken.
- 3.16** If Payment of the Rent or any other money due from the Tenant under this Tenancy Agreement is not received on time, the Landlord reserves the right to refer your account to a debt collection agency and charge the Tenant all reasonable and proper costs and expenses (including legal costs) and any value added tax thereon incurred by us in order to recover outstanding Rent or other monies unpaid by the Tenant.

4. TRANSFER OF TENANCY

- 4.1** The Tenant agree that the Tenant will not transfer the Tenancy created by this Tenancy Agreement to anyone else without first obtaining the Landlord's written consent, which the Landlord will not unreasonably withhold. The Landlord will as a condition of the proposed transfer:
 - 4.1.1** Charge the Tenant an administration fee of £200.00.
 - 4.1.2** Require that any replacement Tenant passes the credit check and internal check procedures, and are considered as a suitable replacement by the Landlord.

- 4.1.3 Require the incoming Tenant to enter into a Tenancy Agreement with us.
- 4.1.4 Require the Tenant or your Guarantor to pay the Rent under the obligations of your Tenancy Agreement until the replacement Tenant receives their keys. This includes periods when the Apartment is vacant (not occupied by the Tenant or the replacement Tenant).
- 4.1.5 The Tenant will be required to make payments as per the Tenancy Offer until The Landlord notifies the Tenant of any changes in writing.

5. SUBLETTING

- 5.1 **The Tenant is not allowed under any circumstances to sublet the Apartment or any part of it nor do or cause anything to be done to part with or sub-licence the whole or part of the Premises.**

6. ADDITIONAL OCCUPANTS

- 6.1 The Tenant is required to get the Landlord's written permission (which the Landlord will not unreasonably withhold) before allowing any additional Occupants to move into the Apartment.
- 6.2 The Landlord will require all additional Occupants over of the age of 18 to pass an internal referencing check to establish the Occupants' suitability to live in the Apartment.
- 6.3 The Landlord may also request any additional Occupants over of the age of 18 to pass a Credit Check with the Landlord's preferred Credit Check agent.
- 6.4 The Landlord reserves the right to reject any applications for additional Occupants at The Landlord's absolute discretion.
- 6.5 The Tenant is required to inform the Landlord whenever any of the additional Occupants cease to reside at the Apartment.
- 6.6 The Tenant will not allow the Apartment to be overcrowded at any point of the Tenancy.

7. THE LANDLORD'S OBLIGATIONS

- 7.1 Throughout the Tenancy Period The Landlord will:
 - 7.1.1 Give the Tenant exclusive uninterrupted occupation of the Apartment and the right to use the Apartment. This does not preclude The Landlord from taking legal action or passing on the Tenants account to the Landlord's representatives should the Tenant fail to pay the Rent and/or any Payments due and/or should they be in breach of the Tenancy Agreement.
 - 7.1.2 Maintain and repair the structure of the Building as required by section 11 of the Landlord and Tenant act 1985.
 - 7.1.3 Maintain, repair, decorate and provide adequate heating and lighting to the Building Communal areas and clean the Building communal areas;
 - 7.1.4 Provide an adequate supply of hot and cold water, heating and electrical power to the Premises.
 - 7.1.5 Provide secure facilities for the Building and its Grounds.
 - 7.1.6 Provide and maintain required equipment in the Building Communal areas.

- 7.1.7** Use all reasonable efforts to arrange for any damage to be remedied as soon as practicable, provided that there is a reasonable prospect that such damage can be remedied within the Tenancy.
- 7.2** The Landlord reserves the right during the Tenancy Period to move the Tenant to alternative accommodation in another vacant Apartment depending on availability for the purpose of carrying out emergency repairs to the Apartment if the Landlord considers it necessary, provided that:
- 7.2.1** The Tenant is given reasonable notice;
- 7.2.2** The alternative accommodation is of no lesser standard than your Apartment;
- 7.2.3** The Tenant will occupy the alternative accommodation on the same terms as those set out in this Tenancy Agreement.
- 7.2.4** The Landlord agrees to refund to the Tenant any Rent paid for any period in which the Property is inhabitable or inaccessible and no alternative accommodation can be arranged in any of the Landlord's properties as a result of any damage save where this has been caused by the Tenant's actions, or loss of Rent is not recoverable under the Landlord's insurance policy by reason of the Tenant's action.
- 7.2.5** The Landlord will not refund any Rent for any period in which the fault had not been reported in writing or using the Online System according to the Landlord's procedures and/or for any reasonable period within which the fault is rectified.
- 7.2.6** The Landlord will not refund any Rent for any period in which Alternative Accommodation was provided to the Tenant.
- 7.2.7** The Landlord will not arrange Tenants' insurance for contents and/or accidental damage to the property. The Landlord strongly recommends that the Tenant makes arrangements for such a policies to be in place.
- 7.2.8** The Landlord cannot guarantee the continuity of the electrical, water, television reception, telephone and data network service supplies to the accommodation as such services are not entirely subject to the Landlord's control. Therefore the Accommodation Office will not accept any responsibility or liability for any losses which may be incurred as a result of any interruption in the supply of these services.
- 7.2.9** The Landlord will take reasonable steps to make sure the appliances provided by the Landlord in the Premises for which the Landlord is responsible, work properly. If they need repairing, the Landlord will do so as long as the repairs are needed as a result of reasonable wear and tear or a malfunction not caused by improper use or neglect by the Tenant.

8. PARCELS AND DELIVERIES

- 8.1** The Landlord will not accept delivery of parcels and mail addressed to the Tenant at the Premises on the Tenant's behalf, unless agreed otherwise with the Tenant in writing depending on availability.
- 8.2** The Landlord will provide one post box per Apartment in the lobby area of the Building for the use of any Delivery Companies.
- 8.3** The Landlord will use reasonable endeavors to arrange access to the post box area for the major Delivery Companies. The Landlord will not be held liable for any damage, loss or inconvenience caused by miss-deliveries, theft etc. arising due to the Delivery Companies not being able to access the Grounds, the Building and/or leaving deliveries anywhere in the Premises or its Grounds.

9. TENANT'S OBLIGATIONS

Accept the Apartment as being in good condition and fit for the purposes for which it is let and/or intended to be used on the Tenancy Start Date by accepting the keys.

- 9.1** Throughout the Tenancy Period the Tenant agrees to:
 - 9.1.1** To allow the Landlord access to the Apartment (and those authorized by us) under the Terms of this Agreement following the Landlord giving statutory notice period, except when in emergencies (floods, fire, electrical faults etc.), to:
 - 9.1.1.1** Inspect its condition;
 - 9.1.1.2** Carry out viewings of the Apartment with prospective Tenants, purchasers or investors of the Building;
 - 9.1.1.3** Carry out any necessary repairs or alterations to the Apartment or Building;
 - 9.1.1.4** Carry out and repair if necessary, replace the Service Media and any pipes, cables, wires, drains within the Apartment.
 - 9.1.2** To notify the Landlord in writing or using the Online System of any defects in the condition and repair within 48 hours of the Tenant moving into the Apartment (which means when the Tenant collects the keys for the Apartment). This will be used (allowing for reasonable wear and tear and taking into consideration any faults and defects reported throughout the Tenancy) to assess the state of the Apartment at the end of the Tenancy.
 - 9.1.3** Notify the Landlord of any employment, contact detail or any other changes to your circumstances that the Landlord will need to be made aware of and that could affect the Tenancy.
 - 9.1.4** Accept that all the Contents are present in the Apartment and in good condition unless the Tenant lets the Landlord know in writing that items are missing from the Inventory and/or are damaged within 48 hours of moving into the Apartment.
 - 9.1.5** Report any accident or incident in or around the Building or its Grounds to us as soon as possible after it occurs and in any event no later than within 48 hours after it occurs and, if reasonably requested to do so by the Landlord to complete an incident or accident form and return it to the Landlord.

- 9.2** Promptly notify us of any damage or defect in the Apartment and/or the Contents and/or the Building and/or the Grounds.
- 9.3** Give notice to the Landlord immediately, of any failure in water, drainage, electrical or other services at the Premises.
- 9.4** Promptly report all Emergencies to the Emergency Services where appropriate and to the Landlord using the emergency phone number provided by the Landlord.
- 9.5** Clean and keep in a tidy condition the Apartment and to dispose of all refuse in accordance with the directions made by the Landlord in this regard from time to time.
- 9.6** Not to conduct any form of business, trade, profession or employment or any other commercial activity including casual Agreements resulting in any non-Tenant use of the premises.
- 9.7** Not to publically display any promotional material or marketing material anywhere in the Apartment, Premises or its Grounds.
- 9.8** Not to bring weapons or any imitations of the weapons to any part of the Building.
- 9.9** Not to possess, use, sell or otherwise distribute illegal drugs or controlled substances. Tenants suspected of involvement in drug/controlled substances activity will be reported to the police. Except prescription drugs prescribed by a licenced Medical Practitioner.
- 9.10** To comply with any restrictions on outdoor activities within the accommodation grounds, e.g. barbeques, ball games, use of bikes etc.
- 9.11** Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises without express written consent from the Landlord.
- 9.12** Not to use the Premises otherwise than as a private living accommodation.
- 9.13** Give written notice to the Landlord of the Building of any intent of absence from the premises for a period of ten consecutive nights or longer.
- 9.14** Not to allow access to unknown or unidentified persons to any of the Buildings on site. If a Tenant has concerns about unknown or unidentified persons they should not approach them but contact a member of staff for assistance.
- 9.15** To report the loss of any keys to the Premises or to the Building immediately to the Landlord and on Termination of this Tenancy Agreement to immediately return all keys, provided that in any case it is arranged, leaving keys will not in any circumstances be deemed as acceptance of Termination of this Agreement.
- 9.16** To give the Landlord copies of any notices, documents, proceedings or letters which relate to the Premises as soon as the Tenant receives them.
- 9.17** Not to make any alterations or additions to the Premises nor to make any alteration to the decoration of the Premises in any manner which may damage the structure or decoration of the Apartment or place anything outside or on the windows of the Apartment .
- 9.18** Not to tamper, force or in any way open the windows of the Building beyond their built in restrictions

- 9.19 Ensure that the communal doors, communal gates and Apartment main entrance doors are properly shut securely when not in use.
- 9.20 Ensure windows are securely closed and locked whenever the Apartment is vacant.
- 9.21 Not to disclose door access codes to anyone or pass the Apartment or Building keys or fobs to anyone not living in the Apartment.
- 9.22 To hold a current TV licence for any TV sets used at the Apartment as required by relevant authorities.
- 9.23 To compensate the Landlord for any inconvenience or loss caused by activation of fire safety equipment.
- 9.24 To take reasonable measures to keep the premises free of vermin for example, mice, fleas or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.
- 9.25 Not to keep at the Premises or any part of the Apartment or the Grounds, any dangerous fluids fuels or materials or those which are flammable, smelly or could cause contamination, or which may not keep to fire regulations, or which may cause harm to the environment or human health. However, substances for the purposes for cleaning are permitted as long as they are correctly stored.

10. SMOKING

- 10.1 Smoking is **strictly NOT permitted** in any indoor area of the Apartment, internal or external communal areas of the Building, Premises and Grounds, including the gardens, car park, bin store, entrances and exits.
- 10.2 Smoking is permitted on the balconies/terraces of the Apartments as long as appropriate precautions are taken by the Tenant to ensure safety and as long as all cigarette waste is disposed of appropriately and safely.
- 10.3 It is not permitted to leave ash trays, cigarette bins or cigarette waste anywhere in the Premises or on its Grounds at any time. This includes balconies and terraces in all Apartments. The Tenants are required to dispose of any cigarette waste safely and properly within their Apartment immediately. **As a safety precaution we advise that you use closed ash trays to prevent any waste blowing into your apartment, neighbours apartments or the grounds at Brunswick Park.**

11. FIRE SAFETY

- 11.1 The Tenant Agrees:
- 11.2 To observe fire and safety precautions at all times.
- 11.3 Not to do anything leading to false activation of smoke or fire detectors.
- 11.4 Not to set off a fire alarm without due cause. If the Tenant, Additional Occupants or their Visitors set off the fire alarm resulting in attendance of the emergency fire services, the Landlord or there agents or the evacuation of the Building, the Tenant shall pay on written demand a reasonable sum as required by the relevant emergency service and will cover any resulting costs incurred by the Landlord.

- 11.5** Not in any way to misuse any fire alarm or any fire safety equipment at the Building or tamper with or obstruct any smoke or heat detectors.
- 11.6** To respond immediately if the fire alarm at the Building is ringing by following the evacuation procedure.
- 11.7** To comply with all requirements and recommendations notified by any competent authority in relation to fire precautions and means of escape affecting the Premises including the Buildings and the Grounds.
- 11.8** To leave the premises immediately when the fire alarm sounds and not to return until instructed to do so by the Fire Service or the Landlord.
- 11.9** Not to store any items in doorways, on walkways and staircases or anywhere else on the emergency evacuation route.
- 11.10** To ensure any personal possessions used in the Apartment meet the minimum standards set by the UK fire, electrical and safety regulations.
- 11.11** Not to keep open, wedge or jam open any fire doors, Apartment front door, communal Building doors, gates and in particularly any kitchen door.
- 11.12** Not to have anywhere at the Building, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, oversized woks, candles, incense sticks, oil burners or oil lamps.

12. BYCICLES

- 12.1** Store the bicycles only in the area designated by the Landlord and not to store them in the Apartment, balcony, terrace or communal areas of the building, or any entrances and exits to the Buildings or the Grounds.
- 12.2** Not to use your bicycle, skateboard, scooter or any other form of non-motor transport in the Buildings, all Communal areas and Grounds.

13. CARS

- 13.1** For each Apartment one parking space will be provided and included in the rent regardless if the Tenant requires a space or not.
- 13.2** If more than one parking space is required for an Apartment, an additional fee of £50.00 pcm will be payable, if an additional car parking space is available.
- 13.3** The Tenant agrees:
- 13.4** Not to wash any cars or other vehicles anywhere on the Premises (including the Car Park and the Grounds).
- 13.5** Not to park in any reserved, staff or disabled car parking spaces.
- 13.6** To only park in an allocated car parking space as assigned to you by the Landlord.
- 13.7** Not to park cars or other vehicles in any undesignated space including any pathway, garden or driveway of the Grounds, including the entrances and exits.

13.8 Except in an emergency, you must not carry out any repairs to any vehicle on any part of the Grounds including the car park. (Exception being the vehicle has broken down in an area that it cannot be safely towed away from.)

14. BEHAVIOUR

14.1 The Tenant agrees:

14.2 Not to do, or allow to be done, anything which may be a nuisance or annoyance or cause any discomfort or inconvenience to the Landlord or other Tenants and in particular not to make any noise audible outside the premises between the times of 11pm and 8am.

14.3 To ensure that there is no excessive noise coming from the Apartment including its balcony/terrace at any time.

14.4 Not to leave open the entrance doors or gates to any areas of the Premises, including all Buildings and the Grounds.

14.5 Not to use the Premises for any illegal purposes.

14.6 Not to behave in a way that can be perceived as abusive or threatening towards other people in the premises and the surrounding area, including, other Tenants, Visitors and Staff.

14.7 Not to engage in lewd or inappropriate behaviour anywhere within internal and external Communal areas or the Grounds.

14.8 Not to have barbeques in any part of the Communal Areas of the Building or its Grounds, including the Apartments, balconies, terraces, Communal Garden Spaces, Bin Stores and Car Park Areas.

14.9 If applicable, the Tenant must not permit any of the Tenant's (or Additional Occupant's) children, or the children of any Visitors, to play in the Premises unsupervised.

14.10 All Visitors are expected to be considerate of the needs of other Tenants and the staff working there and are expected to abide by the same regulations as the Tenant (host) and will be asked to leave the premises if they do not.

14.11 The Landlord reserves the right to refuse entry to any Visitor at their absolute discretion and/or to ask any Visitors who are causing nuisance and/or disruption and/or are behaving in a violent and/or threatening manner to leave the Premises immediately.

14.12 The Apartment will be checked once every 6 months with the Landlord giving notice at least 24 hours in advance.

14.13 If the Tenant of the Apartment fails to maintain the Apartment in a safe, tidy and clean condition, the Landlord will issue a written warning. If the Tenant ignores it, the Landlord reserves the right to commission cleaning and repair works of the Apartment and charge the Tenant for the cleaning and repair services.

15. BIN STORE

- 15.1** The Tenant agrees:
- 15.2** To dispose of their waste in the appropriate manner and keep the bin store in a tidy, sanitary and neat condition;
- 15.3** To follow the recycle policy as instructed by the Landlord and the local authority;
- 15.4** Not to leave bulky items such as furniture in or outside the bin store. It is the Tenant's responsibility to arrange the removal of these items. Liverpool City Council provides a free collection service (Bulky Bob's) for removal of large items. It is the Tenant's responsibility to arrange for this collection service or to dispose of these items with any other appropriate provider;
- 15.5** Not to leave any waste, personal belongings or Visitor's belongings in any communal areas of the building, including but not limited to the communal gardens, car park, lobbies, stair ways, lifts, outside building entrances/exits, premises or communal gates. If you fail to do so, we will ask you to pay the reasonable cost for the Landlord to remove any items and, if appropriate, store it. If we do this, it will be at your own risk.
- 15.6** Not to throw rubbish or water out of any window of the Premises or to shake any mats or rugs out of the windows.
- 15.7** Ensure that any refuse/rubbish is disposed of in the external bins provided for the purpose and sorted according to the recycling requirements as instructed by the Landlord and the local authorities.

16. BALCONIES / TERRACES

- 16.1** The Tenant agrees:
- 16.2** Not to hang any clothes or other items in any external part of the Premises or in any part of the Grounds;
- 16.3** Not to obstruct windows and glass panels by putting bulky items in front of them or putting decorations directly on the glass, handrails or external frames;
- 16.4** Not to use handrails, external window sills or glass panels to store, dry or support any items;
- 16.5** To maintain balconies and terraces in good clean condition;
- 16.6** Not keep or leave a bicycle anywhere on the balcony/terrace or use the area for storage of any kind;
- 16.7** Not to light fires or barbeques on the balcony/terrace or in any part of the Premises.
- 16.8** Not to place any pot, flowerpot, window box or any container of any kind on any window sill, balcony, terrace or concrete or stone ledge of the Premises or the Building.

17. DECORATING

- 17.1** Not to fix posters, pictures, photographs or other ornaments onto the walls, ceilings or woodwork with nails, screws, glue, sticky tape, Blu-tack or other similar adhesives or fixtures without the Landlord's written permission. Where such fixtures cause damage to any part of the Apartment or its decoration, the Tenant will have to compensate the Landlord for any such damages.
- 17.2** The Tenant can fix a reasonable amount of items to the walls only if proper picture hooks are used and are suitable for the walls, but the Tenant must not drill in to any walls or surface area in the Apartment.
- 17.3** If the Tenant wants to hang large or heavy pictures, ornaments, shelves, coat hooks, brackets for television sets or audio speakers which would require the Tenant to drill into the walls, the Tenant must first obtain written permission from the Landlord which will not be unreasonably withheld following an assessment.
- 17.4** If the Landlord agrees to fix items to the wall that require drilling, the Landlord will organise maintenance to carry out the works needed. The Landlord will issue a liability disclaimer form for these works and there will be an additional charge for this depending on the work to be carried out.
- 17.5** If the Landlord agrees in writing to allow the Tenant to fix items to the wall themselves, the Tenant will be fully responsible for making sure the fitting is secure for its purpose and for repairing any damages caused by this and to pay any charges for works the Landlord will need to carry out in order to rectify the damage.
- 17.6** The Tenant must not wallpaper any areas of the Apartment.
- 17.7** The Tenant must not paint any areas of the Apartment without written consent from the Landlord.
- 17.8** If the Landlord agrees in writing to allow painting in the Apartment, the Tenant understands that any changes have to be reversed back to the standards the Apartment was first given in. If the Tenant does not reverse any changes they made to the Apartment, the Tenant will be suitably charged for this;
- 17.9** The Tenant may put down loose carpets or rugs and use anti-slip mats on the floors of the Apartment. The Tenant must not put down carpets which are fitted using any adhesive or nails. The Tenant will have to pay the costs of repairing any damage caused to the flooring as a result of failing to keep to this clause.

18. APPLIANCES AND COMMUNAL AREAS

- 18.1** 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 are not supplied by The Landlord comply with all relevant standards and regulations.
- 18.2** To be fully responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Building by the Tenant, Additional Occupants of the Apartment and/or their Visitors.
- 18.3** Keep the Premises and the Landlord's furnishings and appliances in a safe, good, clean condition and not to remove any of the said furnishings and items from the Apartment into any

part of the Premises including the balconies and terraces and/or not to remove the items from the Premises completely.

- 18.4** Not to install and use any of the following appliances: cookers, hobs, ovens, dishwashers, washing/drying machines, fridges and freezers; except those provided by the Landlord in the Apartment.
- 18.5** Not to use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
- 18.6** The Tenant must not damage electric wires or overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables which are not surge protected when connecting appliances to the mains.
- 18.7** It is the Tenant's responsibility to carry out minor repairs and maintenance, for example:
 - 18.7.1** Safely clearing away broken glass;
 - 18.7.2** Changing light bulbs;
 - 18.7.3** Replacing accidentally broken items;
 - 18.7.4** Replacing batteries in smoke alarms;
- 18.8** The Tenant must keep and look after all appliances provided by the Landlord and notify the Landlord in writing of any damages caused by the Tenant, Additional Occupants or Visitors to any of the appliances supplied and fitted by the Landlord as well as any malfunctions or issues as soon as the Tenant becomes aware of them.
- 18.9** The Tenant must not remove or tamper with any appliances, furnishings or fittings fitted in the Apartment.
- 18.10** The Tenant cannot make any claims against the Landlord or request compensation for any loss or damage caused as a result of an appliance breaking down or damaging their belongings including but not limited to clothes damaged by washer-driers, items damaged by dishwashers and food loss due to fridge or freezer malfunction.
- 18.11** The Tenant cannot claim against the Landlord for compensation for:
- 18.12** Any damage the Landlord's agents, workmen and other staff cause;
- 18.13** A fault in any pipes, staircase or anything in the Premises, Building or the Grounds;
- 18.14** Any inconvenience the Tenant suffers when the Landlord carries out work to the premises or buildings, including premises or buildings next door or buildings the Landlord own nearby, such as construction work, decorating, carrying out repairs or alterations;
- 18.15** Any effect that the lift or other aspect of the building construction or premises may have on your electrical or communicational equipment;
- 18.16** A lift in the Building cannot be used or breaks down;
- 18.17** The Tenant or someone else has an accident caused by a lift.

19. FURNITURE

- 19.1 Any items provided by the Landlord to the Tenant as a part of a furniture package remain in the property of the Landlord.
- 19.2 Any items provided by the Landlord to the Tenant as part of a furniture package are to be maintained in good condition, with consideration for wear and tear taken into account.
- 19.3 Any items provided by the Landlord to the Tenant as a part of a furniture package are to be kept in the Apartment for the duration of the Tenancy.
- 19.4 During the Tenancy the Tenant may request in writing for the Landlord to remove items given in the furniture package during the Tenancy. The Landlord will remove the items where possible. Removal charges will apply. However, you will still be liable to pay your furniture package fee applicable throughout your Tenancy.

20. TERMINATION

- 20.1 The Landlord reserves the right to serve notice to end the Tenancy and take legal action to start eviction procedures immediately if:
 - 20.1.1 The Tenant breaches any of the obligations contained in this Tenancy Agreement;
 - 20.1.2 The Tenant shall fail to pay any of the Rent in accordance with the terms of this Tenancy Agreement;
 - 20.1.3 The Tenant commits any offence or behaves in a violent, threatening or any other manner which causes nuisance to other persons or endangers the Premises or any persons in or around the Premises;
 - 20.1.4 The Tenant causes significant nuisance to other Tenants, neighbours, staff, Visitors or is involved in illegal activity or endangers or causes damage to any part of the Premises, its Grounds or the neighbourhood of the Premises;
 - 20.1.5 Uses any part of the Premises or the Grounds for any unlawful purpose.
 - 20.1.6 The Court might grant the Landlord possession in the following circumstances:
 - 20.1.6.1 **Ground 10** at both the time the Landlord gives notice that the Landlord will start court proceedings and at the time of the court proceedings the Tenant owes some Rent.
 - 20.1.6.2 **Ground 11** the Tenant has a history of often being behind with Rent.
 - 20.1.6.3 **Ground 12** the Tenant has broken one or more of the responsibilities set out in the Tenancy Agreement.
 - 20.1.6.4 **Ground 13** the condition of the Premises or the Apartment has deteriorated because of the Tenant's behaviour or that of any Additional Occupants or Visitors.
 - 20.1.6.5 **Ground 14** the Tenant, any Additional Occupant or their Visitors has been guilty of causing a nuisance or annoyance or broke any of the conditions in this Tenancy Agreement or has been convicted of using the Premises, or allowing it to be used, for illegal purposes or has committed an offence which they can be arrested for in the Premises or in an area near the Premises.

- 20.1.6.6 Ground 15** the condition of the Apartment and/or the furniture and/or the appliances provided by the Landlord has deteriorated because it has been misused, neglected or damaged due to the Tenant, any Additional Occupant or their Visitor
- 20.1.6.7 Ground 17** the Landlord gave the Tenancy to the Tenant after the Tenant or a person acting on the Tenant's behalf instructions gave false information. If any of these conditions apply to you, we may re-enter the Premises and the Tenancy will end.
- 20.1.7** However, if any of these conditions apply and you are living in the Premises, we will not repossess the Premises without getting a court order first. Any action we take to repossess the Premises will not restrict or limit any other legal rights the Landlord or the Tenant may have.
- 20.2** The Effect of Termination for any of the actions covered by clause will be to end the Tenancy Period but will not release the Tenant from any outstanding obligations and the Tenant will be liable for the outstanding Rent and any Payments due.
- 20.3** Should the Tenant wish to leave the Property prior to the end of the Tenancy Agreement, the Tenant shall still remain liable for the Rent of the Premises during any period within the Tenancy when the property is not occupied by a replacement Tenant.

21. END OF TENANCY

- 21.1** The Housing Act 1988 says that the Landlord must give the Tenant at least two months' notice in writing to get the Apartment back at the end of the fixed term of the Tenancy. The notice the Landlord serves cannot end before the end of the fixed term shown in the Tenancy Offer accepted by the Tenant using their Online System Account to form this Tenancy Agreement. The Tenant must leave the Apartment at the end of the notice period which will be considered the Tenancy End Date.
- 21.2** The Protection from Eviction Act 1977 protects the Tenant from the Landlord ending the Tenancy immediately. The Landlord must get a court order to repossess the Premises if the Tenant breaks the Tenancy and/or fails to put right or sort out the problem in a reasonable time. The Landlord is entitled to repossess the premises as outlined above, and this Tenancy will end immediately, if the Tenant:
- 21.3** The Tenant does not pay all or any of the rent 7 days after it was due, whether or not the Landlord has formally asked you to pay it;
- 21.4** The tenant does not keep to any significant agreement or major responsibility in this agreement;
- 21.5** Has had a bankruptcy order made against the Tenant or the Guarantor, or you transfer your estate or sign any deed of arrangement for the benefit of your creditors; or Leave the premises and do not mean to return.
- 21.6 Your Notice:**
- 21.6.1** You must give us at least two months' notice in writing when you want to end the tenancy at the end of the fixed term. The notice must not end before the last date of the tenancy set out in (enter section) and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises.

21.7 Our Notice:

21.7.1 We must give you at least two months' notice in writing under Section 21 of the Housing Act 1988 to bring the tenancy to an end at the end of the fixed term of the tenancy.

21.8 The notice must not end before the last date of the Tenancy and must end on the day before the rent is due. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the Premises.

21.9 Just before or immediately after the Tenancy Ends, you must give the Landlord your new forwarding address so that the Landlord can contact you after you have left the Premises in order to return your Deposit or part of it (this will depend on any charges the Landlord has had to take from your Deposit because you have, for example, damaged part of the property). You must allow the Landlord to give this forwarding address to the council tax authority and any suppliers of electricity, fuel, water, heating and hot water, telephone services, environmental services or other similar services at the premises you arranged whilst living in the apartment and are responsible for.

21.10 It is the tenant's responsibility:

21.10.1 To return the Apartment, the Contents and all of the keys/fobs and parking permits relating to the Apartment and the Building and the Grounds to the Landlord at the end of the Tenancy Agreement, in the same condition as recorded on the inventory and, by no later than 12 pm on the date the Tenancy Agreement ends.

21.10.2 To clear all personal belongings and rubbish/waste from the Apartment, failing which the Landlord shall be under no duty of care towards any belongings left behind and the Landlord will be free to dispose of them as the Landlord sees fit without any liability to the Tenant, Additional Occupants and/or Visitors of the Apartment;

21.10.3 To make sure that any refuse/waste is disposed of in the external bins in the Bin Store provided for the purpose;

21.10.4 Not to allow any rubbish to build up in the Apartment.

21.10.5 Not to pour any oil, grease, paint or other substance down any drain or pipe in or around the Premises which might be dangerous or damage the drainage system or any part of the Premises.

21.10.6 To remove any bulky personal items from the Premises and the Grounds before the Tenancy Agreement ends;

21.11 If the Landlord is required to deal with any arrangements for removal of any rubbish or personal belongings, the Tenant will be charged £10 per bin bag and £50-£100 per bulky item for removal.

21.12 The Tenant will be liable to pay the full costs of repairing any damage caused by the Tenant, Additional Occupants and/or their visitors and to pay any reasonable Landlord's administration costs. A reasonable allowance for 'wear and tear' will be made when assessing repair costs.

21.13 The Tenant must make sure that the whole Apartment and all of its external areas including main entrance and balcony/terrace is thoroughly cleaned including (but not limited to) all

fixtures and fittings such as shower traps, light fittings, appliances tops of cupboards before the end of the Tenancy.

- 21.14** Any cleaning beyond a standard light “End of Tenancy” clean will be charged from the Tenant’s deposit.
- 21.15** Where charges at the end of Tenancy exceed the Tenant’s Deposit, the Landlord will invoice any additional costs to the Tenant. The Tenant will have to make a Payment for these charges within 7 days.

22. AGREEMENTS AND DECLARATIONS

- 22.1** It is agreed between the Landlord and the Tenant that if:
 - 22.1.1** The whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
 - 22.1.2** There has been a breach, non-performance or non-observance of your obligations; or
 - 22.1.3** Any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply;
 - 22.1.4** Then the Landlord may apply for a Court Order stating that the Landlord shall repossess the Apartment as if the Tenancy Agreement has not been granted. If the Court Order is granted the Tenancy Agreement will end immediately but without prejudice to any right of action or remedy either the Tenant or the Landlord may have in respect of any previous breach of the other's obligations under the Tenancy Agreement.
- 22.2** If the Apartment or Building are destroyed, or are otherwise damaged so as to make the Apartment incapable of occupation, then the Landlord or the Tenant may end the Tenancy Agreement by giving the other one week's written notice.
- 22.3** The Landlord reserves right to make amendments to the rules of conduct in the accommodation and operational schedules and provide written notification of any amendments. The latest version of our rules of conduct in accommodation and operational schedules can be found at the Urban Sleep office of your premises. This will not affect the main Tenancy Terms and Conditions of your Tenancy Agreement.

23. GUARANTEE

- 23.1** The Landlord may request for the Tenant to find a suitable Guarantor before issuing a Tenancy Offer or at any time during the Tenancy should the Tenant’s financial circumstances change.
- 23.2** A suitable Guarantor must be in full time employment and demonstrate their ability to perform the Tenant’s financial obligations by providing:
 - 23.2.1** Copies of last 6 months’ payslips,
 - 23.2.2** Copies of 6 recent bank statements,
 - 23.2.3** Copy of Photo ID
 - 23.2.4** Copy of proof of residence
 - 23.2.5** Time with current bank.
- 23.3** The Landlord will not accept bulk payments in advance or instalments. Exceptions to this can be applied at The Landlord’s absolute discretion.

- 23.4** The Guarantor will be asked to undergo a Credit Check with the Landlord's preferred Credit Check Agent and will be asked to pay a non-refundable Credit Check fee specified by the Landlord at the time.
- 23.5** The Guarantor and the Tenant will also be evaluated using an internal affordability check, based on the documents provided.
- 23.6** The Landlord may require that international documents are provided with a copy of a certified translation.
- 24.** In the case of a sponsorship, a letter confirming the sponsorship must be provided with full contact details for the person, company, university or institution in charge of the sponsorship funds.

GUARANTOR'S OBLIGATIONS

- 24.1** By submitting an Application, the Tenant and the Guarantor are agreeing that the information provided to the Landlord is, to the best of their knowledge, true and that the Tenant and the Guarantor have no objection to the information being verified if necessary, including Credit Checks carried out by the Landlord's preferred agent.
- 24.2** The Guarantor and the Tenant also understand:
- 24.2.1** That in the event of defaulting in respect of the covenants as a Guarantor, any such default may be recorded with a credit referencing agency who may supply information to other credit companies or insurers and the information disclosed in the Application and the Tenancy Offer may be disclosed in order to recover any monies due or to trace the Tenant's and the Guarantor's whereabouts.
- 24.2.2** The Tenant understands that if the Tenant fails to pay any Rent or Payments, the Guarantor will be liable and will pay upon demand the sum owing. The Guarantor understands that if any information provided by the Tenant or the Guarantor within this document is found to be untrue, it can be a reason for immediate termination of the Tenancy.
- 24.2.3** The Guarantor's guarantee is liable for the whole period of the Tenancy. The Landlord lets the Premises to the Tenant at the Rent stated on the Tenancy Offer for the Tenancy Period on the Standard Letting Terms set out in this Tenancy Agreement as varied or supplemented by any Special Letting Terms. In consideration of the Landlord entering this Agreement, the Guarantor agrees to guarantee the obligations of the Tenant contained in this Agreement.

25. SEVERABILITY

- 25.1** **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.**
- 25.2** **By accepting our Tenancy Offer and making your prepayment, the Tenant hereby accepts that the Tenant has read and agrees to the Terms and Conditions of this Tenancy Agreement. This Agreement is a legally binding contract.**