

## ASSURED SHORTHOLD TENANCY AGREEMENT

### TERMS AND CONDITIONS

By accepting this offer of Tenancy and making the required prepayment of £200.00 Rent and £250.00 deposit, you are hereby accepting the Tenancy and confirming that you have read and agreed to the Terms and Conditions of this Tenancy Agreement.

This Agreement is a legally binding contract when accepted online through the booking portal or signed on a paper copy.

If you are not sure about any of the clauses set out in these or any other Terms and Conditions, you should get advice from a solicitor or the local Citizens Advice Bureau or [www.gov.co.uk](http://www.gov.co.uk) before accepting this Tenancy.

#### 1. GENERAL

- 1.1. This Tenancy Agreement is an Assured Shorthold 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.
- 1.2. Where the Tenancy is for a Room in a shared apartment, the Tenancies are individual for every occupant and are not joint Tenancies. Therefore, liability for the Rent and other Tenant obligations with regards to the Room is not shared. The Tenants are only jointly responsible for any shared areas within the apartment which include the kitchen, the living room and any shared corridors.
- 1.3. 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, 4 Myrtle Parade, Liverpool, L7 7AA
- 1.4. Where two or more people are together the Landlord, the Tenant, the Guarantor, they are responsible for their obligations jointly and individually.
- 1.5. Clause and paragraph headings are for convenience only and shall not affect the construction of this deed.
- 1.6. Normal residential use of electricity, water and other utility services is included in the Rent (50kWh per person per week 1st March-1st November, 75kWh per person per week 1st November – 1st March). The Landlord reserves the right to charge Tenants for non-residential or excessive use of the utility services.
- 1.7. Tenants must use Landlord's preferred internet supplier for the internet service in the property. Landlord will include basic internet service in the price of the Rent. Upgrades to this are available at an additional cost.
- 1.8. Council Tax, TV License and laundry services are not included in the Rent.
- 1.9. The Landlord cannot guarantee the continuity of the electrical, gas, 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 Landlord 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. You are strongly urged to 'back-up' any vital data at regular intervals and organize additional insurance which is not included within the Landlords Insurance Policy.
- 1.10. All Urban Sleep student properties are strictly NO SMOKING properties. By accepting these Terms &

Conditions you acknowledge that smoking is not allowed in and part of the Building including (but not limited to) bedrooms, bathrooms, communal areas, corridors, lifts, stairwells, balconies, walkways, courtyards and lobbies.

## 2. ONLINESYSTEM

- 2.1. The Landlord will have accepted the customer's application for accommodation when the customer's online account status shows 'OFFERACCEPTED'.
- 2.2. Where the Tenancy is for a Room in a shared apartment, every Tenant needs to enter into an individual Tenancy Agreement with the Landlord using the Online System.
- 2.3. Following above clause 2.1, it is the customer's responsibility to check their accommodation status.
- 2.4. All customers are required to make a prepayment when accepting their offer of accommodation. Offer will be withdrawn if a confirmation and a prepayment are not received within 72hours.
- 2.5. Prepayments are non-refundable and will be deducted from the first instalment of the accommodation fees when due.
- 2.6. The Tenancy Agreement will be finalised after the Customer accepts their Tenancy Offer using the Online System or signing a paper copy of the Tenancy Agreement and makes the Prepayments upon accepting it.
- 2.7. The Landlord reserves the right to withdraw the Tenancy Offer at any time before the Customer accepts the Tenancy Offer at the Landlords absolute discretion.

## 3. DEFINITIONS

- 3.1. Inform in writing (Give notice) – Inform the Landlord by sending a letter (recorded delivery) to the address above or via e-mail via [info@urbansleep.co.uk](mailto:info@urbansleep.co.uk) (it is the Tenant's responsibility to check that the e-mail has been received).
- 3.2. Deposit - A [Deposit](#) is a sum of money that the Tenant agrees to pay the Landlord prior to moving into the Room. 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 and has returned the property in the same condition that it was given to the Tenant by the Landlord or in a similar condition allowing for reasonable wear and tear, The Landlord will return the Deposit in full. Urban Sleep Ltd protects the Deposit with the Deposit Protection Service.
- 3.3. Prepayment –The prepayment of £200.00 Rent is a non-refundable sum of money, required from all Customers to finalise the Tenancy Agreement. The Tenancy Agreement will not be considered finalised until this Prepayment is received.
- 3.4. A Room – Any Room located in Landlord's property available for Rent. A Room may refer to either a bedroom in a shared apartment or an individual apartment or studio as specified in the Tenancy Offer on the Online System.
- 3.5. Customer – Any person who expresses interest in the properties advertised by the Landlord.
- 3.6. Online System – The Online System refers to Urban Sleep's online booking and management system operating on [www.urbansleep.co.uk](http://www.urbansleep.co.uk) and [www.urbansleep.net](http://www.urbansleep.net) and any pages hosted by these domains and any other online facilities that the Landlord provides for the Tenant to use with regards to the Tenancy.

- 3.7. Online System Account – A personal account created and accessed by the Customer or the Tenant to book and manage their Tenancy hosted on the domains above.
- 3.8. Tenant – Individual who occupies a Room under an Assured Shorthold Tenancy Agreement. Any references to the Tenant will be applicable to you if you accept this Tenancy Agreement.
- 3.9. 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.
- 3.10. Application – An application made by the Customer using the Online System Account. 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 Room.
- 3.11. 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. A Tenancy Offer does not constitute a Tenancy Agreement until it is accepted by the Customer accepting these Terms of the Tenancy and paying a prepayment of £200.00 Rent as well as the £250.00 Deposit payment.
- 3.12. Rent – Means the weekly charge for Renting the Room which has been agreed between the Tenant and the Landlord and set out in the Tenancy Agreement. Rent is payable as per payment schedule stated in the payment schedule.
- 3.13. Tenancy Period (also known as License Period) – Means the period starting from (and including) the Tenancy Start Date and ending on (and including) the Tenancy End Date.
- 3.14. Tenancy Start Date– The date agreed between the Landlord and the Tenant and set out in the Tenancy Agreement from which their Tenancy will start regardless of when the Tenant collects the keys.
- 3.15. Tenancy End Date – the date agreed between the Landlord and the Tenant and set out in the Tenancy Agreement on which the Tenancy will end regardless of the Tenant moving out and returning the keys early.
- 3.16. Premises – This includes any parts of the Grounds, Building or Apartment, gardens, paths, fences, gates, driveways, boundaries or other Buildings and areas that belong to the Landlord and form a part of the development.
- 3.17. Grounds - This includes the driveways and walkways, hard and soft landscaped areas including the car park, motorcycle parking and bicycle parking areas and any external areas that belong to the Landlord.
- 3.18. The Building – The building where the Room is located.
- 3.19. Additional Charges – Any reasonable charges which are chargeable to the Tenant as defined in this Tenancy Agreement or Landlords standard set of chargers which may be updated throughout the Tenancy Agreement.
- 3.20. 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.
- 3.21. Working Day - Any day (other than Saturday, Sunday or legal holidays (Bank Holiday) on which legal business can be conducted.
- 3.22. Due Day – A date on which Rent or other payments need to be received by the Landlord.

- 3.23. Standing Order - An instruction to a bank by an account holder to make regular fixed payments to a particular company.
- 3.24. 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 amount owed by the Tenant.
- 3.25. Invoice - A list of goods sent or services provided by the Landlord, with a statement of the sum due for the goods or services.
- 3.26. 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 and/or the Additional Occupant will be considered as the Tenant’s Visitor despite whether the Tenant claims to know this person or not and the Tenant will be liable for this person’s actions while they remain on the Premises.
- 3.27. 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:
- 3.27.1. total loss of water or electricity supply in the whole Apartment
  - 3.27.2. total loss of heating during cold weather in the Room or the whole Apartment
  - 3.27.3. major leaks that cannot be stopped or contained by the Tenant
  - 3.27.4. burglaries or antisocial behaviour where the doors or windows of the Apartment are no longer secure
  - 3.27.5. fire hazard or an actual fire
  - 3.27.6. lock outs due to loss of keys or leaving the keys in the Apartment
  - 3.27.7. lock outs due to lock, door or key damage
  - 3.27.8. evidence of a gas leak in the apartment or building communal areas
  - 3.27.9. evidence of the Tenants’ and/or other people’s safety or wellbeing at risk in the Apartment and building communal areas
  - 3.27.10. failure of all communal lighting
- 3.28. Arrears – Any amount due to be paid by the Tenant to the Landlord that has not been paid by the due date of the Payment.

#### 4. CANCELLATION

- 4.1. Any cancellations must be made before 1st of August prior to the commencement of the Tenancy. Tenancies cannot be canceled after the 1st August.
- 4.2. Please be aware that £200 will be retained for any cancellation made before the 1st August.
- 4.3. After the 1st August £450 will be retained and you will be liable for a full Rent for the Tenancy period until a suitable replacement Tenant is found.
- 4.4. You must inform us about your cancellation in writing. If you fail to inform us of your cancellation in writing, you (and your Guarantor) will be liable for the full Rent of the Tenancy Period.
- 4.5. The Tenant should be aware that he/she will be bound for the whole Tenancy Period specified on the room offer and will not be released from obligations until the Tenancy Period expires unless a suitable replacement Tenant is found.
- 4.6. The Tenancy cannot be cancelled after 1st August regardless of the Tenant’s exam results, visa status or status as a student. Where a cancellation is requested after the 1st of August, it is the Tenant’s responsibility to pay the Rent according to the payment schedule and find a suitable replacement.

- 4.7. A suitable replacement Tenant needs to meet the requirements of the Landlord, and be able to accept the Tenancy Agreement under the same conditions and payment schedule as the original Tenant.
- 4.8. A suitable replacement Tenant needs to provide evidence of adequate funding and a suitable guarantor if the Rent is not being paid in full, and in advance.

## 5. ACCOUNT PAYMENTS

### 5.1. The Tenant agrees:

- 5.1.1. To pay Rent to the Landlord as specified in the Payment Schedule on the dates set out in that schedule for the duration of the Tenancy Period (including any and all periods when Tenant may cease to occupy the Premises for whatever reasons).
- 5.1.2. To make the Payments through the online customer portal, by debit or credit card (a standard credit card surcharge will apply), or bank transfer. The Landlord must receive the full amount stated in the payment schedule on time. The Landlord may request for proof of payment to be submitted in order to allocate the funds.
- 5.1.3. 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. To pay any bank transfer charges that occur when making bank transfers.
- 5.1.4. To pay 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 any of the Landlord's rules and regulations 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 via [info@urbansleep.co.uk](mailto:info@urbansleep.co.uk) or via the maintenance portal on [Urbansleep.net](http://Urbansleep.net) available to all residents.

5.2. The Payment Schedule refers to all payment amounts and their due dates. This includes Tenants paying annually, in full and in instalments. Where Tenants are paying in instalments, the Payment Schedule refers to the termly payments due in September, January, and April, proportioned at a rate of 40%, 40%, and 20% of the annual amount respectively according to the payment plan on the Room Offer.

5.3. It is your responsibility to make sure that payments are made on time and to the correct amount. We are not required to send reminders about payment due dates.

5.4. If for any reason you cannot make your payments in full and on time, you must inform us in advance of the due date in writing and provide evidence of the future funding. A deferred payment plan may be offered and entered into, and the Tenant will incur an administration charge of £30.00 every time the payment plan needs to be adjusted. It is your responsibility to make sure that the deferred payment is made on time and to the correct amount. We are not required to send reminders about payment due dates.

5.5. The Tenant will promptly pay any Council Tax or similar tax (if applicable) in respect to the room or its occupants for the Tenancy Period and all charges for electricity consumed or supplied to the Premises in case of excessive use.

5.6. The Tenant will indemnify the Landlord for any Council Tax due in respect of the entire Apartment as a result of change of status of the Tenant, and will within 7 days of written demand reimburse the Landlord in respect of any Council Tax payable by the Landlord as a result of the Tenant's continued

occupation at the Premises.

5.7. The termination or surrender of this Agreement does not cancel any outstanding obligation which the Tenant owes the Landlord.

5.8. 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.

## 6. ARREARS

6.1. If the Rent is not received by the Due Date (or the next Working Day if the Due Date is not a recognised 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 each time the Tenant is contacted, which will become payable immediately.

6.2. The Landlord will contact the Tenant a maximum of 3 times within 5 working days of the Rent or Invoice payment becoming overdue, before further action is taken. The Landlord will charge each notice according to the debt notice stage. The first two notices will be charged at £50.00 per notice; the third notice will be charged at £100.00 which needs to be paid within 7 days of the notice being served.

6.3. If Payment of the Rent or any other money or invoices 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 charges unpaid by the Tenant.

## 7. ADDITIONAL CHARGES

7.1. The Tenant agrees to pay any Additional Charges which have been issued by the Landlord in writing with relation to breach of these Terms and Conditions, administration costs or goods and services provided by the Landlord as requested by the Tenant. The Additional Charges include but are not limited to, therefore allowing the Landlord to add reasonable Additional Charges throughout the Tenancy within means:

7.2. Lock outs due to loss of keys or leaving the keys in the Apartment (a lock out charge of £30.00 per lock out will apply for response to lock outs in addition to any key replacement charges).

7.3. Lock outs due to lock, door or key damage (a lock out charge of £100.00 in addition to any key replacement and repair charges).

7.4. Key replacement charges:

7.4.1. Bedroom key	£30 per key
7.4.2. Key cards	£20 per card
7.4.3. Post box keys, personal storage keys	£15 per key

7.5. Anyone found to be tampering with fire equipment (or if evidence of this is found in your Apartment) will be charged a fine of £250.00.

7.6. Anyone found to be smoking (or if evidence of smoking is found) inside the Room will be charged a fine of £250.00 and reported to the Guarantors/Guardians (where applicable). Smoking fees in communal areas (kitchens etc.) will be split between all Tenants of the Apartment equally regardless of who is smoking in the apartment. We strongly advise to report any breaches of the smoking policy to the Landlord.

- 7.7. Anyone found taking part in antisocial behaviour or creating excessive noise between the hours of 11pm and 8am will be charged an Additional Charge of £50.00.
- 7.8. Anyone found keeping a pet or allowing a pet into the Premises will be charged an Additional Charge of £250.00 and asked to re-home the pet elsewhere within 5 working days.
- 7.9. Anyone not complying with the waste management guidelines will be charged an Additional Charge of £50.00. This includes, but is not limited to:
- 7.10. Leaving rubbish outside the Apartment or outside the Building and in any communal areas not designated for waste disposal.
- 7.11. Misusing or contaminating the recycling bins marked with the recycling signage.
- 7.12. Not disposing of waste in the bins provided: leaving the bin bags or items on the bin store floor or outside bin store.
- 7.13. Carrying leaking bin bags or otherwise property damaging waste throughout the Premises. Additional cleaning & maintenance charges may apply depending on the extent of the damage caused.
- 7.14. Not disposing of bulky items correctly.
- 7.15. The Landlord reserves the right to charge the Tenant for rectifying any damage caused by unreported but visible maintenance issues or unreported but visible property defects within the Apartment or any damage caused by incorrect use of the Apartment, appliances or anything brought into the Premises by the Tenant or their Additional Occupants or Visitors.
- 7.16. The Landlord reserves the right to charge the Tenant for cleaning & maintaining the Apartment throughout the Tenancy if the Tenant fails to clean and maintain the Apartment as per their Tenant obligations and fails to rectify this within 7 calendar days from receiving a written notice from the Landlord.

## 8. TRANSFER OF TENANCY

- 8.1. The Tenant agrees 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.
- 8.2. Should the Tenant wish to terminate this Tenancy Agreement prior to the Tenancy End Date, the Tenant must find a suitable replacement to transfer the Tenancy to. The Landlord is not liable to find a replacement Tenant.
- 8.3. The Tenant will be liable to pay the remaining Rent until the end of the Tenancy or until a suitable replacement Tenant is found and finalises their Tenancy Agreement and pays the Rent and Deposit and any credit check fees as requested by the Landlord. This includes periods when the Apartment is vacant (not occupied by the Tenant or the replacement Tenant).
- 8.4. The Landlord will as a condition of the proposed transfer:
- 8.4.1. Charge the existing Tenant an administration fee of £250.00.
  - 8.4.2. May require that any replacement Tenant passes the credit check and internal check procedures, and is considered as a suitable replacement by the Landlord.
  - 8.4.3. Require that the incoming Tenant enters into a Tenancy Agreement with Landlord and makes their Rent payment and Deposit payment.
  - 8.4.4. Require the Tenant to make payments as per the Tenancy Agreement until The Landlord notifies

the original Tenant of any changes in writing.

## 9. SUBLETTING

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

## 10. PRIVACY POLICY & DATA PROTECTION

10.1. Urban Sleep Ltd are bound by the Data Protection Act 1998 as well as other laws that impose specific obligations in regards to handling personal information that directly or indirectly identifies a person.

10.2. Urban Sleep Ltd is committed to protecting the privacy of personal information. The policy supports the need to collect information and the right of individual to privacy.

10.3. Urban Sleep Ltd can collect personal information while recognising the right of individuals to have their information handled in ways that they would reasonably expect and in ways that protect the privacy of their personal data.

10.4. Urban Sleep Ltd uses your personal information for responding to your enquiries, providing services to you and managing our relationship with you. Urban Sleep Ltd will also use the information to:

10.4.1. Notify you of changes we are considering or planning to make and any alterations to our operations schedules and to our processes.

10.4.2. Help us improve our services and carry out our Landlord obligations stated in this Tenancy Agreement

10.4.3. Inform you about our services and those provided on our behalf by 3rd parties which includes but is not limited to contractors, subcontractors, consultants and other parties employed or contracted by us

10.4.4. Contact you about services and facilities available from Urban Sleep and associated 3rd parties

10.4.5. Access to your information will normally be limited to the Landlord. However, there may be occasions when Urban Sleep Ltd discloses your details to partnering agencies.

10.5. By accepting these Terms & Conditions, you consent to Urban Sleep Ltd referring you to another service, or 3rd party for activities that require us to share your contact and background information with the organisation that provides the service. Examples of this include but are not limited to providing your details to designated utility, data, communications providers, local authorities, our maintenance, security and emergency response suppliers, insurance companies.

10.6. Urban Sleep Ltd will share specific and relevant information with law enforcement and government agencies or public bodies where we are legally required to do so. Examples may include:

10.6.1. The prevention or detection of crime and fraud

10.6.2. The apprehension or prosecution of offenders

10.6.3. The assessment or collection of tax or duty owed to customs and excise

10.6.4. Sharing in connection with legal proceedings

10.6.5. Sharing in relation to the physical or mental health of an individual, where disclosure is required to protect them or others from serious harm

10.6.6. Research and statistical purposes

10.7. We may also share your information with emergency services and local authorities, where this is necessary to help them respond to an emergency situation that affects you.

10.8. Urban Sleep Ltd may share your personal information with our suppliers who enable us to provide services to you, or who provide services on our behalf. Examples of those suppliers include, but are not

limited to: specialist maintenance contractors who carry out work in Tenants' apartments; the contractors who handle your out of hours services; companies that assist us in mailing out our notices and letters. The data shared is the specific information the supplier requires to carry out their task, as well as any information that ensures we fulfil our [health and safety](#) obligations to the people carrying out the task.

10.9. Urban Sleep Ltd remains responsible for the fair and lawful processing of personal data shared with suppliers. We ensure this occurs through setting up contracts with our suppliers that meet [data protection](#) requirements.

10.10. In order to assist utility providers ([gas](#), electricity and water, etc.) deliver their services and collect revenue, Urban Sleep Ltd will provide on request names and contact details of new Tenants, and forwarding addresses of former Tenants, as well as [Tenancy](#) dates.

10.11. Partner Agencies - Urban Sleep Ltd may enter into partnerships with other organisations such as internet suppliers therefore your data will be shared, however before doing this Urban Sleep will enter into a formal data sharing Agreement to govern the process and ensure it is lawful.

## 11. LANDLORD'S OBLIGATIONS

11.1. Throughout the Tenancy Period the Landlord will:

11.1.1. Give the Tenant exclusive uninterrupted occupation of the Room and the right (shared with others) to use shared communal parts of the Building as long as the Tenant pays the Rent and complies with the Tenancy rules stated in this Agreement and Tenancy Rules.

11.2. We will:

11.2.1. maintain and repair the structure of the Building;

11.2.2. maintain, repair, decorate and provide adequate heating and lighting to the Building Communal Areas and the Apartment Communal Areas; and clean the Building Communal Areas;

11.2.3. provide an adequate supply of hot and cold water, heating and electrical power to the Apartment;

11.2.4. provide secure facilities for the Building; and

11.2.5. Arrange the Tenant's contents to be insured under a comprehensive insurance policy, the details of which, including the conditions and limit of cover are available from the Landlord.

11.2.6. 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 current Tenancy Period.

11.3. 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 repairs to the Apartment if the Landlord considers it necessary, or if we consider it necessary or desirable in order avoid difficulties between Tenants or for the better management of the Building provided that:

11.3.1. The Tenant is given reasonable notice of no less than 1 week but with provisions to use alternative accommodation sooner if practicable;

11.3.2. The alternative accommodation is of no lesser standard than the Room the Tenant is living in;

11.3.3. The Tenant will occupy the alternative accommodation on the same terms as those set out in this Tenancy Agreement.

11.4. The Landlord agrees to refund to the Tenant any Rent paid for any period in which the Property is uninhabitable 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 and/or

Additional Occupants' and/or their Visitors' actions.

- 11.5. The Landlord will not refund any Rent for any period in which the fault had not been reported in writing according to the Landlord's procedures and/or for any reasonable period within which the fault is rectified.
- 11.6. The Landlord will not refund any Rent for any period in which Alternative Accommodation was provided to the Tenant.
- 11.7. The Landlord will not refund any Rent and/or compensate the Tenant for any period in which the Tenant and the Additional Occupants have not used the alternative accommodation provided by the Landlord when it was available to them.
- 11.8. The Landlord will not be held liable and will not provide any compensation or Rent reduction for any loss, damage or injury sustained as a result of theft, burglary and/or breach of security. This includes all parts of the Premises including communal areas, Grounds including car parking facilities and bike storage facilities.
- 11.9. The Landlord cannot guarantee the continuity of the electrical, gas, water, television reception, telephone and data network service supplies to the Premises as such services are not entirely subject to the Landlord's control. Therefore the Landlord 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. No compensation or Rent reduction will be issued as a result of any interruption of supply of these services.
- 11.10. The Landlord will not be held liable and will not compensate for any delays in provision of services caused by third parties and suppliers as long as all reasonable efforts to provide these services have been made.
- 11.11. 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 or Additional Occupant.
- 11.12. We will accept delivery of parcels and mail addressed to you at the Building in accordance with our Parcel Delivery Service Terms and Conditions, which you accept by entering into this Tenancy Agreement unless you let us know otherwise. If you do not accept the Parcel Delivery Service Terms and Conditions we will not accept delivery of "signed for" parcels and "signed for" mail addressed to you. We may still have to accept untracked deliveries due to the requirements of the local delivery companies.
- 11.13. 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.
- 11.14. The Tenant cannot claim against the Landlord for compensation for issues including but not limited to:
  - 11.14.1. Any damage that the Landlord's agents, workmen and other staff cause;
  - 11.14.2. Faults occurring anywhere in the Premises outside of Landlord's control;
  - 11.14.3. 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 owns nearby, such as construction work, decorating and/or carrying out repairs or alterations;
  - 11.14.4. Any effect that the lift or other aspect of the building construction or Premises may have on your electrical or communicational equipment;
  - 11.14.5. A situation in which a lift in the Building cannot be used or breaks down;

11.14.6. The Tenant or someone else has an accident caused by a lift.

## 12. TENANT'S OBLIGATIONS

12.1. Throughout the Tenancy Period the Tenant agrees to:

- 12.1.1. Accept the Room, Apartment and Apartment Communal Areas as being in good and Tenanted repair and condition and fit for the purposes for which they are let and/or intended to be used from the Tenancy Start Date unless the Tenant lets us know in writing of any defects in the condition and repair within 48 hours of the Tenant moving into the Room (which means when the Tenant collects the keys for the Room). This will be used (allowing for reasonable wear and tear and taking into consideration any faults and defects reported throughout the year) to assess the state of the property at the end of the Tenancy.
- 12.1.2. Accept that all the Contents are present in the Room and Apartment unless you let us know in writing that items are missing from the inventory within 48 hours of moving into the Room
- 12.1.3. Report any accident or incident in or around the Building 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 us, to complete an incident or accident form and return it to us.
- 12.1.4. Maintain the Room and, with the other Tenants of the Apartment, the Apartment Communal Areas in at least as good repair and decorative order and clean condition as they are in at the Tenancy Start Date (except for damage by accidental fire and water from the domestic services infrastructure and reasonable wear and tear).
- 12.1.5. Maintain the Contents in at least as good repair and condition as they are in on the Tenancy Start Date except for fair wear and tear (the inventory we provide you on moving in to the Room shall be evidence of their existing condition, and any defect shall be noted on the inventory).
- 12.1.6. Notify the Landlord in writing of any damage or defect in the Apartment and/or the Contents and/or the Building and/or the Grounds within 48 hours of identifying it. If the Tenant fails to notify the Landlord of any loss or damage within the premises within the timescale stated, the Tenant may be held accountable to pay, for repairs or replacement of any goods, or any parts of the Apartment that were identified as damaged or missing. The Tenant will not install any washing machines or cooking equipment, large white goods in any part of the building.
- 12.1.7. 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 us comply with all relevant standards and regulations.
- 12.1.8. To give notice to the Landlord immediately, of any failure in water, drainage, electrical or other services at the Premises.
- 12.1.9. To be responsible for any injury, loss or damage caused by malfunction of equipment or electrical appliances owned or brought into the Building by a resident or a guest.
- 12.1.10. To keep the Premises and the Landlord's furnishings and appliances in a good, clean condition and not to remove any of the said furnishings and items from the Premises.
- 12.1.11. To clean and keep in a tidy condition the Room and Apartment Communal Area, to dispose of all refuse in accordance with the directions made by the Landlord in this regard from time to time. The state of the Communal Areas will be checked monthly by a representative of the Landlord. The Room will be checked at least once every 3 months with Landlord giving notice at

least 24 hours in advance. If the Tenants of the apartment fail to maintain their apartment tidy and clean, the Landlord will issue a written warning. If the Tenants ignore it, the Landlord reserves the right to commission cleaning of the apartment and charge the Tenants for the cleaning services.

12.1.12. To allow the Landlord access to the Room and Apartment (and those authorised 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:

12.1.12.1. inspect its condition;

12.1.12.2. carry out viewings of the Room and/or Apartment with prospective Tenants and related third parties.

12.1.12.3. carry out any necessary repairs or alterations to the Room and/or Apartment and/or Building; and

12.1.12.4. maintain, repair and, if necessary, replace the Service Media and any pipes, cables, wires, drains and sewers within the Room.

12.2. Not to share the occupation of the Room or any part of it nor do or cause anything to be done whereby the occupation of the Room is shared with any other person and not under any circumstances to part with or sub-licence the whole or part of the Premises.

12.3. When living in a shared apartment, not to have overnight visitors for more than 3 nights per week and to ensure that they act according to the Tenancy rules. When living in a studio apartment, not to have Additional Occupants without Landlord's written permission and paying the additional occupant fee. The Landlord reserves the right to refuse entry to any visitor at their absolute discretion. When living in a studio, an additional occupant can be registered to live there as long as they are a full time student. In this case, an additional charge of £25 per week will apply.

12.3.1. Not to conduct any form of business, trade, profession or employment or any other commercial activity including casual Agreements resulting in any non-student use of the premises.

12.3.2. Not to publically display any promotional material or marketing material.

12.3.3. To notify the Landlord of any student status, visa, contact detail or any other changes to the Tenant's circumstances that the Landlord will need to be made aware of and that could affect the Tenancy.

12.3.4. Promptly report all Emergencies to the Emergency Services where appropriate and to the Landlord using the emergency phone number provided by the Landlord. Tenants are advised to contact the appropriate emergency service on 999 before contacting the Landlord where appropriate.

12.3.5. Not to use the Apartment's address as a registered or trading address for any kind of business, charity or other non-residential purposes.

12.3.6. To give the Landlord copies of any notices, documents, proceedings or letters which relate to the Premises or are addressed to the Landlord or the previous Tenant as soon as the Tenant receives them.

12.3.7. 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 or permanently alter the structure

- or decoration of the Apartment or place anything outside or on the windows of the Apartment;
- 12.3.8. Not to tamper, force or in any way open the windows of the Building beyond their built-in restrictions.
- 12.3.9. Ensure that the communal doors, communal gates and Apartment main entrance doors are properly shut securely when not in use. To ensure you report in written communication any communal doors, communal gates and apartments main entrance doors not shutting securely to the Landlord.
- 12.3.10. Not to keep any animals including birds, fish, reptiles, insects or mammals upon the Premises.
- 12.3.11. Give notice to the Landlord of any absence from the Premises for a period of ten consecutive nights or longer.
- 12.3.12. Not to allow access to unknown or unidentified persons to any of the buildings on their site of Accommodation.
- 12.3.13. If a Tenant has concerns about unknown or unidentified persons they should not approach them but contact a member of staff for assistance. All legitimate Staff, Contractors and Public Services representatives will display valid ID when working in the accommodation.
- 12.3.14. 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.
- 12.3.15. 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 Room or the Apartment Communal Areas or place anything on or outside the windows of the Room or the Apartment Communal Areas.
- 12.3.16. To ensure that their doors and windows are properly secured when they are not present. Tenants must not disclose door access codes to anyone or pass on keys and access cards to other people.
- 12.3.17. Not to install a private telephone landline at the Premises. Not to erect any external TV aerial or appliance for any TV sets used at the Premises.
- 12.3.18. To hold a current TV licence for any TV sets used at the Premises.
- 12.3.19. To attend a site safety meeting at the beginning of the residence period arranged by the Landlord.
- 12.3.20. To observe fire and safety precautions at all times.
- 12.3.21. Not to leave cooking unattended leading to the activation of smoke or heat detectors.
- 12.3.22. Not to have anywhere at the building, use or permit to be used any electrical fires, gas fires, paraffin heaters, chip pans, woks, candles, incense sticks, oil burners or oil lamps.
- 12.3.23. Not to use any cooking appliances except those provided by the Landlord in the apartment.
- 12.3.24. To ensure your personal possessions used in the accommodation meet the minimum standards set by the UK fire, electrical and safety regulations.

- 12.3.25. Not to smoke in any part of the Building at any time.
- 12.3.26. Smoking outside the accommodation buildings must be considerate of the wellbeing of other residents. For example, if smoking outside a building you should be 5 metres away from any residential door or window. To dispose of cigarette waste safely and only in designated waste bins.
- 12.3.27. Not to wedge or jam open any fire door and in particularly any kitchen door.
- 12.3.28. Not in any way to misuse any fire alarm or fire safety equipment at the Building or tamper with or obstruct any smoke or heat detectors.
- 12.3.29. Not to set off a fire alarm without due cause. If the Tenant or a Guest sets off the fire alarm resulting in attendance of the emergency fire services or the evacuation of the Building, the Tenant shall pay on written demand a reasonable sum as required by the relevant emergency service to cover any resulting costs incurred by the Landlord.
- 12.3.30. To respond immediately if the fire alarm at the Building is ringing by following the evacuation procedure.
- 12.3.31. To leave the premises immediately when the fire alarm sounds and not to return until instructed to do so by Accommodation staff or the Fire Service.
- 12.3.32. Not to store any items in doorways, on walkways and staircases or anywhere else on the emergency evacuation route.
- 12.3.33. Store the bicycles only in the area designated by the Landlord and not to store them in the Room, Communal parts of the Building.
- 12.3.34. Not to do, or allow to be done, anything which may be a nuisance or annoyance or cause any discomfort or inconvenience for the Landlord or other Residents and in particular not to make any noise audible outside the premises between 11pm and 8am
- 12.3.35. All guests/visitors are expected to be considerate of the needs of other Tenants of the accommodation and are expected to abide by the same regulations as the Tenant (host) and will be asked to leave the accommodation if they do not.
- 12.3.36. The Landlord reserves the right to ask any guest (including relatives) or visitor to leave the accommodation immediately.
- 12.3.37. Not to engage in lewd or sexually inappropriate behaviour anywhere within the accommodation or the grounds.
- 12.3.38. Not to harass, threaten or assault any other Tenants of the Building or their guests or any of our employees or any other person;
- 12.3.39. Not to use the Premises for any illegal purposes.
- 12.3.40. Not to bring weapons or any imitations of weapons to any part of the Building.
- 12.3.41. The possession, use, sale or trafficking of illegal drugs or controlled substances will not be tolerated. Tenants suspected of involvement in drug/controlled substances activity will be reported to the police. Except for personal use of prescription drugs prescribed by a licensed Medical Practitioner.

12.3.42. To take reasonable measures to keep the Premises free of vermin for example, mice, fleas or parasites. If the Premises become infested because of the Tenant's actions or negligence, the Tenant will have to pay the appropriate costs of putting this right, any pest control expenses and cleaning of any parts of the Premises which are affected.

12.3.43. 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 deemed as a hazard, flammable, malodorous or which 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 and other domestic use are permitted as long as they are correctly stored.

12.3.44. Not to cause, or allow household members, or visitors to engage in anti-social behaviour, which means any conduct causing or capable of causing a nuisance or annoyance to the Landlord, other occupiers, neighbours or people engaging in lawful activity within the locality. (Examples of anti-social behaviour include failure to control dogs or children, leaving gardens untidy, not properly disposing of rubbish, inconsiderate use of the property, as well as more serious problems such as noise, violent and criminal behaviour, domestic abuse, the supply and use of controlled drugs, and intimidation, harassment or victimisation on the grounds of a persons' race, sex (gender), sexual orientation, disability, age, religion or belief, pregnancy or maternity status, socio-economic status) as defined by Liverpool's Selective Licensing Scheme.

### 13. BIN STORE

13.1. The Tenant agrees:

13.1.1. To dispose of their waste in the appropriate manner and keep the bin store in a tidy, sanitary and neat condition; Notices about refuse disposal and collection procedures in your property will be displayed in your property and in the bin store.

13.1.2. To follow the recycling policy as instructed by the Landlord and the local authority;

13.1.3. 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; Tenants found in breach of this may receive an Additional Charge of £50.00 at Landlord's discretion.

13.1.4. Not to throw rubbish or water or any other items and substances out of any window of the Premises or to shake any mats or rugs out of the windows;

13.1.5. 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.

### 14. WHEN YOU LEAVE

14.1. You agree to:

14.2. Return the Room, the Contents and the key to the Room/Apartment/Building to us at the end of the Tenancy Agreement (however and whenever it ends), in the same condition as recorded on the inventory and, by no later than 10am on the date the Tenancy Agreement ends,

14.3. Clear all your belongings from the Room and the Apartment Communal Areas, failing which we shall be under no duty of care towards your belongings and will be free to dispose of them as we think fit without any liability to you;

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

- 14.4.1. All fixtures and fittings such as shower traps, light fittings;
- 14.4.2. Shower & kitchen tiles;
- 14.4.3. Silicone, grout white and without mould or discolouration;
- 14.4.4. Appliances (inside and out);
- 14.4.5. Tops, inside and outside of cupboards;
- 14.4.6. All worktops & surfaces;
- 14.4.7. Fridges & freezers (clean, emptied & defrosted)
- 14.4.8. Furniture (inside and out).
- 14.4.9. Make sure that any refuse/rubbish is disposed of in the external bins provided for the purpose.

14.5. Tenants will be liable to pay the full costs of repairing any damage caused by themselves or their guests and the Landlord's reasonable administration costs. A reasonable allowance for 'wear and tear' will be made when assessing repair & cleaning costs.

## 15. STUDENT STATUS

15.1. The Tenant is required to be a student in full time education during the whole Tenancy Period.

15.2. The Tenant must provide a proof of this status when applying for accommodation and on request during the Tenancy Period.

15.3. The Landlord reserves the right to make exceptions and allow Tenants who are not students to stay in the accommodation without disclosing the reasons.

## 16. TERMINATION

16.1. The Landlord reserves the right to serve notice to end the Tenancy and take legal action to start eviction procedures immediately if:

- 16.1.1. The Tenant breaches any of the clauses or obligations contained in this Tenancy Agreement;
- 16.1.2. The Tenant should fail to pay any of the Rent in accordance with the terms of this Tenancy Agreement;
- 16.1.3. The Tenant commits any offence or behaves in a violent, threatening or any other anti-social manner which causes nuisance to other persons or endangers the Premises or any persons in or around the Premises;
- 16.1.4. 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;
- 16.1.5. The Tenant uses any part of the Premises or the Grounds for any unlawful purposes.

16.2. The Court might grant the Landlord possession in the following circumstances under Section 8 of The Landlord and Tenant Act 1985:

- 16.2.1. Ground 8 Rent is unpaid at the time of service of Notice seeking possession and at the time of the hearing for a Possession Order;
- 16.2.2. Ground 10: Rent which is lawfully due from the Tenant has not been paid by the time the possession proceedings are started and was owed at the time the Notice seeking possession was served.
- 16.2.3. Ground 11: the Tenant has a history of often being behind with Rent;

- 16.2.4. Ground 12: the Tenant has broken one or more of the clauses set out in this Tenancy Agreement;
- 16.2.5. Ground 13: the condition of the Premises or the Apartment has deteriorated because of the Tenant's, or that of any Additional Occupants or Visitors, behaviour;
- 16.2.6. Ground 14: the Tenant, any Additional Occupant or their Visitors has/have been guilty of causing a nuisance or annoyance, or have broken any of the conditions in this Tenancy Agreement or has/have been convicted of using the Premises, or allowing it to be used, for illegal purposes or has/have committed an offence which they can be arrested for in the Premises or in an area near the Premises;
- 16.2.7. Ground 15: the condition of the Apartment, 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 Visitors;
- 16.2.8. Ground 16: the property was let to the Tenant as part of his/her employment with the Landlord and the Tenant is no longer employed by the Landlord and the property is needed for another employee.
- 16.2.9. Ground 17: the Landlord gave the Tenancy to the Tenant after the Tenant or a person acting on the Tenant's behalf gave false information. If any of these conditions apply to the Tenant, the Landlord may re-enter the Premises and the Tenancy will end.

16.3. However, if any of these conditions apply and the Tenant is living in the Premises, we will not repossess the Premises without getting a court order first. Any action the Landlord takes to repossess the Premises will not restrict or limit any other legal rights the Landlord or the Tenant may have.

16.4. The Effect of Termination for any of the actions covered by the clause above 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.

16.5. Should the Tenant wish to leave the Property prior to the end of the Tenancy, 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.

16.6. The Tenant must allow the Landlord to give their forwarding address to the providers including, but not limited to: 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 the Tenant arranged whilst living in the apartment and is responsible for.

## 17. AGREEMENTS AND DECLARATIONS

17.1. It is agreed between the Landlord and the Tenant that, if:

- 17.1.1. The whole or any part of the Rent is unpaid for one month after it becomes due (whether legally demanded or not); or
- 17.1.2. There has been a breach, non-performance or non-observance of your obligations; or
- 17.1.3. Any of the grounds set out in the Housing Act 1988 Schedule 2 Grounds 2, 6, 8, 10-15 (inclusive), and 17 apply;

17.2. 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.

17.3. 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.

17.4. The Landlord reserves the 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 the Landlord's 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 Terms and Conditions of the Tenancy Agreement.

## 18. GUARANTEE

18.1. 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.

18.2. A suitable Guarantor must be in full time employment and demonstrate their ability to perform the Tenant's financial obligations by providing:

18.3. Copies of pay slips;

18.4. Copies of recent bank statements;

18.5. A copy of photo identification;

18.6. A copy of proof of residence;

18.7. The Guarantor may be asked to undergo a Credit Check with the Landlord's preferred Credit Check Agent and if so will be asked to pay a non-refundable Credit Check fee specified by the Landlord at the time.

18.8. The Guarantor and the Tenant will also be evaluated using an internal affordability check, based on the documents provided.

18.9. The Landlord may require that international documents are provided with a copy of a certified translation.

18.10. 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.

## 19. GUARANTOR'S OBLIGATIONS

19.1. 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.

19.2. The Guarantor and the Tenant also understand:

19.2.1. 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 charges due or to trace the Tenant's and the Guarantor's whereabouts.

19.2.2. 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.

20. The Guarantor's guarantee is liable for the whole period of the Tenancy. The Landlord lets the Room 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.

## 21. SEVERABILITY

21.1. 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.

21.2. By accepting our Tenancy Offer and making your prepayment and Deposit payment, 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.