

Please note this is a contract for a property that is Inclusive of Gas, Electric and Water. Tenants have the option to pay their own utility bills with a reduced rent if they wish, please speak to a member of staff for details

Dated ____/____/____

(1) MEGACLOSE LTD
(herein after called 'the Landlord')

(2) _____

(herein after called 'the Tenant')

ASSURED SHORTHOLD TENANCY AGREEMENT

relating to

Property Address
Property Address
Property Address
(herein after called 'the property')

The property is let as seen unless there are agreed additions or omissions, which should be detailed on the inventory and signed by all parties

Landlord's Telephone Number: 0115 9112200

Property means	Property Address
Commencement Date means	15 th day of August 2011
Landlord's Address for Service means	11-13 Goldsmith Street Nottingham NG1 5JS. Unless the Landlord notifies the Tenant in writing of a substituted address in which case that address shall become the Landlord's Address for Service.
Agent means	Megaclose Limited.
TDS means	Tenancy Deposit Scheme.
Deposit means	Any sum collected from the Tenant at the start of the tenancy and held by the Landlord or the Landlord's Agent as security against the matters set out in paragraph 7 below. In this tenancy agreement the Deposit is:- «DD_INC»
Independent Case Examiner (ICE) means	The person appointed to that role from time to time whose function is to act as independent arbiter in any dispute arising over the repayment of the Deposit.
Member means	A member of the Tenancy Deposit Scheme.
Stakeholder means	To hold the Deposit as a third party, rather than acting as an agent for the Landlord.
Prescribed Information means	The information required under section 213(5) of the Housing Act 2004 as set out in The Housing (Tenancy Deposits) (Prescribed Information) Order 2008.
Guarantor means	A UK resident individual registered on the Electoral Roll, who guarantees to the Landlord/Agent that the Tenant will pay the Rent and observe and perform the Tenant obligations of this Agreement.
Holding fee means	a non refundable fee paid to the Landlord to reserve the property to which this agreement relates for the occupancy of the tenant for the term defined in this agreement
Utility Costs means	Utilities are Council Tax, Telecommunications, Cable and TV Licence. Also any other bills generated by the tenant during the tenancy not included in writing in the contract.
Rent	£XXX per calendar month for eleven months, the contract is inclusive of Gas Electricity and Water capped at £8 per person per week, and exclusive of Council Tax, TV Licence or any other bills generated by the tenant not included in writing in this agreement.
<i>The expressions in the left hand column of the above Particulars have the meanings respectively set against them in the adjacent right hand column.</i>	

WHEREBY IT IS AGREED as follows:

1. The Landlord lets and the Tenant takes the Property known as **Property Address** and the items set out in the Inventory annexed ('the Property') commencing on the 15th day of August 2011 for a period ending on the 14th day of July 2012 ('the Term') at a rent of **£XXX** per calendar month (or such other rent as may be substituted therefore as a result of the termination of an application for the registration of a rent of the letting hereunder) exclusive of all council tax (or any similar property tax replacing it)

Where the tenant consists of more than one person, they will each have joint and several liability under all parts of this agreement. Where this joint and several liability relates to rent, this means that they will each be liable for all sums due under the agreement, not just liable for a proportionate part.

charges payable :-			
Amount	Due on	Year	As payment of
£XXX	Date of this agreement		Holding fee
£XXX	15th day of July	2011	Deposit
£XXX	15th day of October	2011	Rent
£XXX	15th day of January	2012	Rent
£XXX	15 th day of April	2012	Rent

1.1	Post dated cheques for the above Rent payments should be provided to the Landlord/Agent within 30 (Thirty) days of the date of this agreement or if the commencement date is less than 30 (Thirty) days from the date of this agreement, post dated cheques for the above Rent payments shall be immediately due.	
1.2.	without the prior written consent of the Landlord ,the maximum number of occupants in this property shall not exceed:-	X
2.	The Tenant shall pay to the Landlord the sum of £XXX representing a holding fee; such fee shall not in any circumstances be repayable to the Tenant.	
3.	Guarantor	
3.1	A Guarantor shall be required to sign and return the guarantee form at Appendix B of this agreement and the original form should be provided to the Landlord/Agent within 30 (Thirty) days of the date of this agreement or if the commencement date is less than 30 (Thirty) days from the date of signing this agreement, the guarantee form at Appendix B of this agreement shall be immediately due or	
3.2	If the Tenant does not provide a signed guarantor form within 30 (Thirty) days of the date of this agreement then the rent for the term shall be due in full to the Landlord/Agent or if the commencement date is less than 30 (Thirty) days from the date of signing this agreement, the rent for the term shall be immediately due or	
3.3	The Tenant may in any case elect not to provide a guarantor but then must pay the rent for the term in full to the Landlord/Agent within 30 (Thirty) days of the date of this agreement or if the commencement date is less than 30 (Thirty) days from the date of signing this agreement, the rent for the term shall be immediately due.	
4.	Prescribed Information	
4.1	The address of the property for which the tenancy relates is	Property Address
4.2	The Deposit holder is	Megaclose Limited.
4.3	The address of the Deposit holder is	11-13 Goldsmith Street Nottingham NG1 5JS.
4.4	The email address of the Deposit holder is	megaclose@megaclose.com
4.5	The telephone number of the Deposit holder is	0115 9112200
4.6	The fax number of the Deposit holder is	0115 8475157
4.7	The Tenants names and end of tenancy contact addresses are detailed on page 2 of this agreement.	
4.8	The email address of the tenant (if known) are noted on page 2 of this agreement	
4.9	The telephone numbers of the tenant (if known) are noted on page 2 of this agreement	
4.10	The fax numbers of the tenant (if known) are noted on page 2 of this agreement	
4.11	The Deposit amount to be paid by the Tenant is	£XXX
4.12	The Deposit is to be held by The Landlord; The Landlord is a Member of the Tenancy Deposit Scheme	
4.13	The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is the earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof that within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service	
4.14	A leaflet entitled "What is the Tenancy Deposit Scheme?", explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Megaclose Limited	
4.15 4.15(cont)	The Deposit will be released following the procedures set out in clauses 7.3.1 and 7.3.2 and 7.3.3 of this agreement	

4.16	Deductions may be made from the Deposit according to clauses 7.1.1 and 7.2 of this agreement
4.17	The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in "What is the Tenancy Deposit Scheme?" which is attached to this document. More detailed information is available on: www.thedisputeservice.co.uk
4.18	TDS are specifically excluded under Statutory Instrument from adjudicating where despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the Landlord or the Agent. Under these circumstance the Member must do the following:
4.18.1	Make every practical effort over a reasonable period of time, but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)- Tenant/landlord using information readily available
4.18.2	Determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
4.18.3	Allocate the Deposit, pay the party who is present as appropriate, and transfer the amount due to the absent Tenant/Landlord to a suitably designated "Client Suspense (bank) Account"
4.19	A formal record of these activities should be made, supported by appropriate documentation
4.20	Following sufficient time (usually at least 6 years) having elapsed from last contact from the absent Tenant/Landlord the Member may then donate the amount allocated to them to a suitable registered charity - subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met from its own resources
4.21	Should the absent Tenant/landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate
5.	The Landlord confirms that the information provided to the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information
5.1	The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief
6.	The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by: The Dispute Service Ltd PO Box 1255 Hemel Hempstead Herts HP1 9GN Telephone 0845 226 7837 Fax 01442 253193 web www.thedisputeservice.co.uk email deposits@tds.gb . The Dispute Service Ltd also offers a service for enabling a dispute relating to the Deposit to be resolved without having to go to court
7.	Deposit
7.1	Any interest earned will belong to the landlord.
7.1.1	A fee of £15 per tenant (Fifteen pounds) will be deducted from the Deposit at the end of the term in payment of charges for administering this agreement
7.2	The Deposit has been taken for the following purposes and may be used to reimburse the Landlord for and/or be applied as payment for the costs of

7.2.1	Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord
7.2.2	The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings
7.2.3	Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property/premises for which the tenant is liable
7.2.4	Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy
7.3	At the end of the tenancy
7.3.1	The Landlord/Agent will inform the tenant in writing of all deductions from the Deposit within eight weeks of the end of the tenancy
7.3.2	The Tenant should inform the Landlord/Agent in writing whether the Tenant intends to accept or dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 days after the receipt of notice of deductions. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter
7.3.3	If there is no dispute the Landlord/Agent will distribute the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit
7.3.4	If, after 20 working days following notification of a dispute to the Landlord/Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication
7.3.5	The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 7.3.1 to 7.3.4 above
8.	Tenant's Covenants; the Tenant hereby jointly and severally agrees with the Landlord as follows:
8.1	To pay the reserved rent to the Landlord on the days and in the manner aforesaid and if the Landlord so elects the rent shall be paid by Bankers' order
8.2	To pay interest at a rate of 4 per centum over the Bank of England Base Rate, per annum on any rent being in arrears` for more than 14 days calculated from the date upon which such rent was due to be paid to the date upon which it is actually paid
8.3	If any cheque issued by the Tenant is dishonoured and/or represented, a fee of £25.00 (Twenty Five Pounds) shall be paid to the Landlord immediately
8.4	If the Tenant is more than seven days late with rent payments, a fee of £15.00 (Fifteen Pounds) will be payable to the Landlord immediately for every reminder letter issued
8.5	To pay as when they fall due all charges for council tax (or any similar property tax replacing it)
8.6	To pay and compensate the Landlord fully for any reasonable costs expenses loss or damage incurred or suffered by the Landlord as a consequence of any breach of this Agreement on the part of the Tenant and to indemnify the Landlord from, and against, all actions claims and liabilities in that respect
8.7	To pay a fee of £75.00 to the Landlord for each future variation to the contract made

	necessary by the Tenant
8.8	To use the Property in a tenant-like manner and not through their own act or neglect permit or suffer the Property or any of the items in the Inventory annexed hereto to deteriorate and in particular to:
8.8.1	Keep the Property in a good state of decorative condition internally and at least up to the standard pertaining when the Tenant took possession (all colours for decorative work to be approved by the Landlord)
8.8.2	Not to cover over or obstruct in any way any air vents in the Property
8.8.3	Keep the items in the Inventory annexed in their present state of repair and condition (wear and tear excepted) and replace with similar articles of at least equal value (or if the landlord so requires pay the landlord the value of all such items as may be destroyed or so damaged as to be incapable of being restored to their former condition except such as may be destroyed by accidental fire)
8.8.4	Not to deface the Property or permit or suffer it to be defaced internally or externally and in particular not to damage the plaster or decorative condition of the Property (for example by the use of blue-tack or sellotape) and to ensure that any posters or pictures displayed on the internal walls are only attached to the walls by means of picture hooks. The Landlord reserves the right to require the tenant to remove all picture hooks and make good any affected area
8.8.5	Permit the Landlord or his agents at times in the day to enter upon the premises and to examine the condition thereof and of the items in the Inventory and if necessary to carry out any items of maintenance
8.8.6	Deliver up the Property and the items in the Inventory at the end of the Term clean, tidy and in accordance with the foregoing stipulation provided that nothing in the sub-clause 8.11 contained shall impose any liability on the Tenant which is placed on the Landlord by Section 32 of the Housing Act 1961
8.9	Not to:-
8.9.1	Interfere with or make any alteration to the structure of the Property
8.9.2	Remove any item in the Inventory or any item which is attached to the Property
8.9.3	Deface the Property or permit or suffer it to be defaced internally or externally;
8.9.4	Be guilty or permit any guest or visitor to be guilty of conduct which is a nuisance or annoyance to adjoining occupiers
8.9.5	Keep or harbour any dog or cat or other animals on the premises;
8.10	Not to assign the benefit of this agreement or sub-let, or share or take in lodgers or paying or non paying guests but to keep the Property in occupation of the Tenant only as a private residence
8.11	Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or tenant or occupiers of any adjoining premises or which may vitiate any insurance of the Property against all normal household comprehensive risks or otherwise or increase the ordinary premium for such insurance
8.12	To permit the Landlord or the Landlord's agent at reasonable hours in the daytime at any time during the Term to enter and view the Property with prospective tenants;
8.13	Not to affix any advertisement or placard to any windows without the prior written consent of the Landlord but to permit the Landlord during the last four weeks of the Tenancy or at any time previously if the Landlord wishes to sell the Property to permit a notice to be affixed to the front of the Property intimating the same is to be let or sold and to permit persons with written authority from the Landlord or its agent to view the same during reasonable hours of daytime;
8.14	To report any damage loss or malfunction to the Landlord or its agent in writing;
8.15	Not to change the locks or install additional locks or install or use additional heaters;

8.16	Not to create noise so as to be audible outside the property or cause annoyance to the Landlord or Tenant or occupiers of any adjoining premises.
8.17	Not to keep or use illegal drugs or similar substances on the Property nor to use or allow the use of the Property for any other illegal or immoral purpose and not to allow anyone visiting the Property to use illegal drugs or similar substances;
8.18	Upon being asked to do so by the Landlord to ensure that any visitor who the Landlord wishes to leave the Property (for whatever reason in the Landlord absolute discretion) immediately leaves the Property in a quiet and peaceful manner;
9.	Internet provision:
9.1	Internet connections are not provided by the Landlord
9.2	Internet connections are provided by the Landlord at no additional cost and are subject to the terms and conditions as set out in the fair usage and supply policy of the Landlord which is published on the Landlords website at www.megaclose.com you may request a copy of these terms and conditions by writing to the Landlords Address for Service
10.	Your Rent is inclusive of Utility costs and the Tenant will;
10.1	To pay to the supplier or relevant authority for the council tax, all charges for telecommunication, cable and TV licence (if a television is being used in the property). Also for any other bills generated by the tenant during the tenancy not included in writing in the contract.
10.2	produce evidence of payment of all final utility bills relating to the term of the Tenancy Agreement within eight weeks of the end of the Term, the Tenant authorises the Landlord to disclose details of forwarding address to any supplying utility company
11.	Landlord's Covenants;
11.1	The Landlord agrees with the Tenant that in consideration of the Tenant paying the Rent and performing the agreements on the part of the Tenant they may quietly possess and enjoy the Property during the Tenancy without any lawful interruption from the Landlord or any person claiming under or in trust for that party;
12	The parties hereto agree as follows:-
12.1	If at any time any part of the Rent shall be in arrears for 14 days (whether formally demanded or not) or any of the stipulations on the Tenant's part shall not be performed or the Tenant shall become bankrupt or make any arrangement with their creditors the Landlord may re-enter upon the Property and resume possession of the items in the Inventory whereupon this Agreement shall cease and determine without prejudice to the other rights and remedies of the Landlord;
12.2	that the singular shall include the plural, masculine and the feminine, and any obligations to be performed hereunder by more than one person shall be joint and several obligations;
13.	This Agreement is intended to create an assured shorthold tenancy as defined in Section 20 of the Housing Act 1988 (as amended by the Housing Act 1996) and the provisions for the recovery of possession by the Landlord in Section 21 thereof (as amended by the Housing Act 1996) applies accordingly;
14.	For the purposes of Section 48 of the Landlord and Tenant Act 1987 any notice to be given hereunder may be deemed to be properly given if sent by registered post or recorded delivery addressed to the tenant at the address given for the Tenant in this Agreement or if given to the Tenant or posted to the Property and if so sent, shall be deemed to have been served not late than the first working day and in respect of the Landlord if posted or served by hand at 11-13 Goldsmith Street, Nottingham, NG1 5JS following the day on which it was posted;

AS WITNESS the hands of the Parties hereto the day and year first before written

SIGNED by _____ on behalf of MEGACLOSE LTD in the presence of :-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

SIGNED by (Print name _____ Signature _____)
in the presence of:-

DO NOT COPY

Appendix A**Property Address****INVENTORY****Each Bedroom**

Mattress	yes
Bed frame	yes
Wardrobe/ Hanging space	yes
Study Desk	yes
Desk Chair	yes
Window Dressing	yes

Kitchen

Cooker	yes
Microwave	yes
Washing machine or washer dryer	yes
Fridge	yes
Freezer/compartment	yes
Vacuum cleaner	yes
Window Dressing	yes

Lounge/dining area

Coffee Table	yes
Sofas: seating arrangements equal to minimum 1 seat per occupant	yes
Window Dressing	yes