

# SPACE

## ASSURED SHORTHOLD TENANCY AGREEMENT

Date :22/11/2023

THIS TENANCY AGREEMENT IS BETWEEN:

Landlord: Fernlight Living

Agent: **SPACE, No4 The Crescent, Leeds, LS6 2NW**

The Agent will be responsible for the full management of the property.  
All notices should be served to the agent at the above noted address.

Tenant 1: Matthew Luccick Tenant 6: \_\_\_\_\_  
 Tenant 2: Daniel Gibson Tenant 7: \_\_\_\_\_  
 Tenant 3: Liam Tickle Tenant 8: \_\_\_\_\_  
 Tenant 4: Joseph Broster Tenant 9: \_\_\_\_\_  
 Tenant 5: Robyn Bowers Tenant 10: \_\_\_\_\_



MAXIMUM No OF TENANTS ALLOWED TO OCCUPY THE PROPERTY  
(The property should ONLY be occupied by the tenants named above)

**PROPERTY** (the property does not include any parts which are not habitable. The Landlord will allow the tenants unrestricted right of way over such parts provided that the tenant keeps them clean and clear of rubbish.

Address: 74a Hartley Avenue

Postcode: LS6 2LP

### TERM

From 1st July 2024 (@ 1.00 PM) to 30th June 2025 (@10.00 am)

**RENT** (referred to in this agreement is. The rent is payable in advance on the following dates, every year in 4 equal proportions) or as stated below all by the way of standing orders (all-inclusive tenants will pay the rent and all-inclusive allocations separately, this information will be noted on this agreement as said)

Total	Per quarter	Per Person Per Quarter
£29,982.14		
23rd June 2024	£7,495.53	£1,499.10
23rd September 2024	£7,495.53	£1,499.10
23rd December 2024	£7,495.53	£1,499.10
23rd March 2025	£7,495.53	£1,499.10



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1.1 DEPOSIT – The agent will arrange for the deposit to be placed in an approved Tenancy Deposit Scheme with 30 days of receipt and will arrange for it to be refunded to the "Responsible person" (see note 5.4) once the tenant(s) has vacated the property at the end of the term (however it ends).

1.2 The Agent shall be entitled to claim from the deposit

1.2.1 Any unpaid rent

1.2.2 The cost (charged in-line with Unipol Accommodation Deposit Guide) of remedying breaches of any of the tenant's obligations under this agreement (including interest, unpaid costs and fees); and

1.2.3 Compensation for the tenant's use and occupation of the property if the tenant fails to vacate on the due date or give proper notice

	Tenant(s) 5 X £250 Total £1,250..... received YES/NO
Interested Parties -	
<p>(If no interested parties are noted at the time of signing it will be deemed that the tenant(s) have paid the deposit(s) solely</p>	

1.3 The agent will inform the tenant(s) at the end of this agreement if they intend to make any deductions from the deposit. All outstanding bills for the property must be settled before the deposit can be returned, including council tax or proof of council tax exemption.

1.4 If there is no dispute the agent will submit payment request via TDS to repay the tenants / landlord the deposit according to the agreed deductions and conditions of this agreement. Payment of the deposit will be returned to the responsible person.

1.5 The Agents and the tenant(s) agree to follow the terms, conditions and the adjudication process (if any required) of the tenancy deposit scheme which is employed.

1.6 The statutory rights of the agent and the tenant to take legal action through the County Court remain unaffected by any sub-clause noted in Deposits

1.7 The tenants may find information about the Tenancy Deposit Scheme attached or on the certificate displayed on the notice board within their property.

THE TENANT(S) OBLIGATIONS

2.0 Pay Deposit  
All deposits must be paid within 14 days of this agreement.

2.1 Pay Rent  
The tenant(s) will pay the rent in advanced installment(s) as specified in this agreement or as agreed by The agents.

2.2 Interest on late payments  
Any installments which are in arrears more than 14 days will incur a default charge of 3% above the Bank of England base rate per day that the payment has been outstanding.



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**2.3 Default Charges**

**PLEASE SEE ATTACHED SHEET OF CHARGES**

**3.0 Outgoings**

The tenant will promptly pay council tax in respect of the property for the term of the agreement (unless exempted); and all charges for gas, electricity, water, drainage, date and communications service consumed on or supplied to the property during the agreement(inc. standing and rental charges). Unless These are part of our all inclusive package, these should be paid separately to rent. If a Television has been provided within the property then the tenant is responsible for the TV License.

**4.1 The tenant will:**

- 4.1.1 Not damage the property or make any alterations to it or addition to it, nor decorate the property without prior written consent from the Landlord, such consent will not be unreasonably withheld. The Landlord will not be under any obligation to effect any alteration, addition, decoration, or repair to the property unless agreed in writing with the tenant(s)
- 4.1.2 Prevent the fixtures and fittings from being destroyed or damaged and not to remove any of them from the property or store any of them in any basement or cellar rooms which are not a habitable basement or cellar.
- 4.1.3 Not to leave the property unoccupied for more than 14 days without notifying the Agent.
- 4.1.4 Jointly be responsible for the cleanliness and upkeep of all shared areas in the property.
- 4.1.5 When vacating the property leave the property in the same clean state and condition as it was in at the beginning of the tenancy (or as it was after it was cleaned by the Landlord subsequent to the beginning of the tenancy)
- 4.1.6 Pay for the repair of and or replace all such items of the fixtures and fittings as shall be broken, damaged or destroyed during the tenancy due to the default of the tenant or any visitor to the property (reasonable wear and tear or damage by fire other insured risks excepted)
- 4.1.7 Leave the furniture and effects at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy.
- 4.1.8 Leave the curtains/blinds in a clean condition and hung in the appropriate manner and to pay the reasonable costs incurred by the Landlord in doing so if the tenant fails to comply with this provision.
- 4.1.9 Keep the property in good repair and in good decorative order.
- 4.1.10 Keep the fixtures and fittings of the property in good repair and good condition.
- 4.1.11 Permit the Landlord or the landlord's agent at reasonable hour's entry to the property (a) to view the state and condition (b) effect repairs or improvements thereto (c) to carry out any obligation imposed by law. Where access has been arranged by appointment to pay any call-out charge, if they are denied access or are unable to gain access.
- 4.1.12 Not to sublet, assign or transfer the property without the Landlord's/Agents prior consent such consent will not be unreasonably withheld.
- 4.1.13 Not to carry out in the property any professional, trade or business.
- 4.1.14 Not to introduce into the property any furnishings which do not comply with the tests set out in the Furniture and Furnishings (Fire Safety) Regulations 1988 and any of its amendments. These regulations prohibit furnishings which do not pass fire safety tests.
- 4.1.15 Not to allow any pets onto the property without written permission of the Landlord.



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- 4.1.16 Not to do anything on the property which may be or become a nuisance or annoyance to the Landlord, tenants or occupiers of any neighboring premises (such as noise, abuse, interference or harassment etc.)
- 4.1.17 Not to do anything which might entitle the Landlord's insurers to refuse or reduce payment in the event of a claim and not to do anything which might cause the Landlord's insurance premiums to increase.
- 4.1.18 **Not** to smoke within any area of the property. Smoking is prohibited within any area of the property..
- 4.1.19 Permit the Landlord or the Landlord's agents at reasonable hours following notice to enter and view the property with prospective tenants or purchases
- 4.1.20 Inform the landlord or the Landlord agents immediately on receipt of any notice served by a local authority in regards to the property.
- 4.1.21 Report all items of disrepair to the Landlord or agents promptly, accurately and fully and pay the landlord for any reasonable call-out charges which are incurred as a result of inaccurate, inadequate or untimely reporting.
- 4.1.22 Be chargeable for certain maintenance services i.e bulb changing. Full charges are outlined in the tenancy pack.
- 4.1.23 Not to use the property for any illegal or immoral purpose. Any illegal substances found within the property will be reported to the authorities
- 4.1.24 On being requested to do so notify the Landlord in writing of the identity of each utility supplier for the property together with the reference, account number and current readings
- 4.1.25 If for any reason a credit meter is installed at the property by any utility supplier, following the expiry of the tenancy to pay the cost of changing back such meter, the charge will be a £50.00 administration charge plus any charge made by the supplier.
- 4.1.26 Not to fit or change any locks at the property without written permission from the landlord such permission not to be unreasonably withheld and the tenant shall provide the landlord with a complete set of keys to any new locks fitted by the tenant.
- 4.1.27 Where the building within which the property is composed includes a non-habitable basement or cellar not to put any goods or belongings or rubbish in the basement or cellar or to otherwise use the same for storage.
- 4.1.28 To remove all rubbish from the property and to place the same within the dustbin or receptacle provided, not to store rubbish in the premises and to ensure the receptacles are placed out for collection on the appropriate times.
- 4.1.29 If there are vermin in the premises to notify the landlord immediately in writing. Where vermin are present in the property the tenant shall take such steps as may be necessary to eradicate them so long as this does not involve any work to the structure or the fabric of the building.
- 4.1.30 In cold weather or when the property is unoccupied to protect the premises from frost and freezing by providing adequate heating for the premises
- 4.1.31 Not to dispose of fat, rice or any similar matter into the sinks, wastes or drains which serve the property so as to prevent them from being blocked, Tenants will be responsible for call out charges should this be identified.
- 4.1.32 To make sure that the property is kept properly ventilated and free from condensation and accepts that the Landlord/agent has no responsibility with regards to condensation in any part of the building.
- 4.1.33 Not to instruct any contractor to carry out any work at the property and in particular not to arrange for the boarding up of the property in the event of a burglary. The Landlord must be notified of any repairs required including emergency repairs using the mobile number provided.



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- 4.1.34 To comply with all requirements imposed by law in relation to the property (except for any which the landlord is obliged by law to observe) and not allow anything to be done which may be a breach of the terms of any license relating to the property.
- 4.1.35 Allow the landlord to carry out any visual or physical inspection required to the fire detection or burglar alarm system at the premises
- 4.1.36 To provide any batteries to any smoke alarm system at the property and at all times to ensure that such working batteries remain in the smoke detector. The tenant(s) will report any faulty smoke alarm detector to the landlord immediately.
- 4.1.37 Not to tamper or interfere with any fire doors, fire alarms or fire detection system at the property and immediately notify the landlord of any faults in the system of which the tenant becomes aware
- 4.1.38 To permit the Landlord to display signs on the exterior or in the interior indicating that the property is for sale/to let.
- 4.1.39 To insure the tenant's own belongings at the property.
- 4.1.40 Acknowledge that at the end of the tenancy vacating the property in a timely fashion is essential. The keys should be surrendered no later than 10.00am on the 30th June of the vacating year. It is therefore expressly agreed (unless prior alternative arrangements have been made and agreed in writing at least 14 days prior to vacating the property) that if the tenant(s) fail(s) to return all the keys by the said time, that the tenant(s) will pay the Landlord £300.00 and further that if such keys are not returned by 18.00 of the said day that the tenant(s) will be charged the cost of replacing the lock(s) together with an administrative charge of £50.00
- 4.1.41 The Landlord may remove, store, sell or otherwise dispose of any furniture or goods which the tenant refuses or fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs the Landlord may incur.
- 4.1.42 Agree that the Landlord/Agent has spent at least one hour discussing the agreement and has allowed a 24 hour period for consultation etc. before the agreement was signed.
- 4.1.43 The tenant agrees to return all paperwork, including guarantors and standing orders within 28 days of signing the contract. If paperwork is not received in 28 days (unless stated otherwise or with good reason) the tenant agrees to a rolling weekly fine of £25.00 which will be deducted from their deposits at the end of term.
- 4.1.44 Not to bring bikes into the property.
- 4.1.45 Ensure windows at the property are cleaned, Inside and out at the tenant(s) expense
- 4.1.46 The tenant(s) shall ensure that any garden/yard or belonging to the property shall be thoroughly cleaned, free from litter and other materials not in situ at the start of the agreement. Any items that need to be removed and disposed of will be charged for.
- 4.1.47 Where a fire alarm key is issued, non returned or lost keys (not later than the end of the agreed end date) will be charged for at a cost of £100.00
- 4.1.48 LED lighting must not be attached to any surface, any damage resulting from the installation of LED lighting will be charged for.
- 4.1.49 Photos and posters etc, must only be placed onto the notice board (by pins) if provided or by blue tac to fitted furniture. All blue tac etc. must be removed at the end of this agreement. Any media attached to a painted surface that causes damage will be charged for.
- 4.1.50 Candles and joss sticks etc. are not permitted in any part of the property. Any resulting damage from use of such items will result in the full room being decorated and charged accordingly.



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- 4.1.51 It is forbidden for any tenant(s) or their guest(s) to remove or cover any smoke/heat or CO2 detector(s) within the property for whatever reason. Any incidents where this happens a charge of £75.00 will be incurred, plus the cost of any damage and the recertification of the system.
- 4.1.52 The tenant(s) are responsible for the correct usage of all showers, toilets (inc saniflo) and appliances, any blockages that occur due to misuse, disposal or non cleaning will result in the tenant(s) being fully responsible for the costs incurred in repair/unblocking.
- 5.0 **Responsible Person** - It is agreed that one person will be nominated as the "responsible person" The nominee may be changed by the tenants at any time, giving the Agent 7 day's written notice. Initially \_\_\_\_\_ is the nominee. If no nominee is named, the first in the tenant list shall be nominated.
- 5.1 The "responsible person" shall act as representative of all persons named as the tenant and the Landlord will be entitled to deal with the responsible person along with respect of all matters relating to the tenancy or the property.
- 5.2 All applications for any consent or approvals shall be made to the Landlord by the "responsible person".
- 5.3 Reports and complaints of disrepair affecting the property or the fixtures and fittings shall be made by the "responsible person".
- 5.4 The Landlord shall be entitled to agree any matter relating to the refund and/or repaying of the bond with the "responsible person".
- 5.5 The Landlord may communicate with the responsible person alone in respect of any matters arising under or in connection with the property or the tenancy which shall be the duty of the responsible person" to pass such communications on.
- 5.6 The persons named in this agreement as tenants hereby appoint the responsible person as their agent to act on their behalf in all matters relating to the tenancy of the property and (without prejudice to the generality hereof) to sign documents on behalf of all persons named as tenants including those relating to any assignment or surrender of the tenancy or the substitution of a new tenant.
- 5.7 The Landlord shall be entitled to act as if any agreement entered into by the "responsible person" is including all persons named as tenants without reference to anyone other than the responsible person.
- 5.8 The "responsible person" may be replaced by agreement in writing to the effect by all persons named as tenants but such agreement shall not be binding upon the Landlord until the Landlord had acknowledged receipt of the same in writing

#### 6.0 THE LANDLORD'S OBLIGATIONS

- 6.1 **Implied obligations**  
Many of the landlord obligations are imposed by law. These implied obligations are binding, even though they may not be expressly referred to in this agreement, they include among other things
- 6.1.1 Having all gas appliances at the properties checked and certified annually
- 6.1.2 Ensure that electrical wiring at the property is satisfactory
- 6.1.3 Be licensed if the property houses 5 or more people over 2 or more floors (and comply with the conditions of the license and the additional regulations that apply to HMO license holders)
- 6.2 **Cleaning & Maintenance**  
The tenancy agreement shall take effect subject to the provisions of sections 11 – 16 of the Landlord and Tenant Act 1985 if applicable to this tenancy. These provide that the Landlord is responsible for



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electric, space heating and water heating.

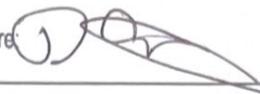
- 6.3 In the event of the property or any fixture and fittings not being in a clean condition at the beginning of the tenancy
- 6.3.1 The tenant shall notify the agent providing sufficient details of why the said are not clean within 48 hours of receipt of the keys for the property using the room/house checks sheets provided.
- 6.3.2 The Agent will carry out any necessary cleaning & repairs within 14 days of receipt of such notice
- 6.3.3 The keys must be collected within one month of the beginning of the tenancy. If they are collected later than this date, the agent is not obliged to carry out any cleaning under this clause.
- 7.0 **The Agent will**  
If the property is sold or where the agent manages the property if he ceases to manage it, the agent may pay the deposit to a person who is a member of the Tenancy Deposit Scheme, or arrange to protect it under one of the other authorized tenancy deposit protection schemes even though the agent holds the deposit as stakeholder
- 7.1 Keep in good repair and decoration the structure and exterior of the property (including drains, gutters etc)
- 7.2 Keep in repair and proper working order the installations at the property for the supply of water, gas and electricity for sanitation.
- 7.3 Maintain good working order of the installations for providing space / water heating.
- 7.4 Comply with all relevant legislation affecting the property or its occupiers.
- 7.5 Arrange for the property to be insured (but not the tenant(s) possessions).
- 7.6 A guarantor in the form reasonably satisfactory to the agent must be provided in respect of each tenant
- 7.7 The tenant hereby declares the he/she has not misrepresented or failed to disclose circumstances to the Landlord/Agent in order to acquire the tenancy



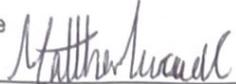
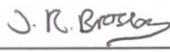
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SIGNED by the Landlord or his/her agents as named below

Name: Danielle Gray	Signature: 
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SIGNED by the tenant(s) as named below

Tenant 1 Name Matthew Lurcuck Signature 	Tenant 5 Name Robyn Bowers Signature  <small>DocuSigned by: A3A0F0659348477...</small>
Tenant 2 Name Daniel Gibson Signature 	Tenant 6 Name Signature
Tenant 3 Name Liam Tickle Signature 	Tenant 7 Name Signature
Tenant 4 Name Joseph Broster Signature 	Tenant 8 Name Signature



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**SPECIAL LETTING TERMS** (NOTE: use this space for any special term which the Landlord His/Her agent and the tenant(s) have agreed to, such as the Landlord agreeing to carry out any works before or during the tenancy. There maybe sections of the property which the tenant cannot use during this period)

DATE	DESCRIPTION	AMOUNT	TAXES	REMARKS	INITIALS



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### IMPORTANT INFORMATION

- THE CONTRACT YOU ARE ABOUT TO ENTER IS A LEGALLY BINDING AGREEMENT
- BY SIGNING THIS AGREEMENT YOU ARE COMMITTING TO THE AGREED PERIOD OF THE CONTRACT.
- IF YOU ARE UNABLE TO TAKE UP THE TENANCY YOU WILL BE RESPONSIBLE FOR PAYING THE RENT OR FINDING SOMEBODY TO TAKE OVER YOUR TENANCY.
- THE FOLLOWING MUST BE COMPLETED WITHIN 28 DAYS OF SIGNING THE TENANCY AGREEMENT:
  1. ALL DEPOSIT PAYMENTS MUST BE PAID IN FULL
  2. ALL REQUESTED FORMS AND SUPPORTING DOCUMENTS MUST BE COMPLETED BY ALL TENANTS
  3. ALL TENANTS MUST RETURN A SIGNED GUARANTOR FORM WITH PROOF OF SIGNATURE TO THE OFFICE
  4. PAYMENT METHODS MUST BE CONFIRMED BY ALL TENANTS BY RETURNING A SIGNED STANDING ORDER MANDATE AND PROOF OF PAYMENT SET UP
- TENANTS HAVE RECEIVED INFORMATION ON THEIR TENANCY DEPOSIT SCHEME AND HAVE UNDERSTOOD IT.
- BEFORE KEYS ARE HANDED OUT ALL THE ABOVE CRITERIA MUST BE MET AND THE FIRST RENTAL INSTALLMENT PAID IN CLEARED FUNDS BY ALL TENANTS

**UNDER NO CIRCUMSTANCES WILL KEYS BE GIVEN OUT UNTIL THE ABOVE CONDITIONS ARE MET BY ALL TENANTS IN THE PROPERTY**

Tenant	SIGNED :	Initials :	Tenant	SIGNED:	Initials
1	<i>Matthew L...</i>	ML	5	<i>R...</i>	RB
2	<i>D. Gibson</i>	DG	6		
3	<i>[Signature]</i>	LT	7		
4	<i>J.R. Brog</i>	JB	8		



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# SPACE

STUDENT AND PROFESSIONAL LETS

<b>LATE RENT CHARGE</b> <small>AFTER 14 DAYS</small>	<b>£ 3% ABOVE BASE RATE</b> <small>3% ABOVE THE BANK OF ENGLAND BASE RATE PER DAY</small>
<b>EARLY TERMINATION OF CONTRACT &amp; TENANT CHANGES</b> <small>TERMINATION OF CONTRACT SUBJECT TO FINDING A REPLACEMENT TENANT</small>	<b>£125.00</b> <small>PER TENANT</small>
<b>OUT OF HOURS LOCK OUT CHARGE</b>	<b>£100.00</b>
<b>REPLACEMENT KEYS AT THE END OF THE TENANCY</b> <small>IF NOT RETURNED BY THE END OF THE AGREEMENT DATE &amp; TIME</small>	<b>£20.00</b> <small>PER KEY</small>
<b>NON RETURNED OR LOST FIRE ALARM KEY</b> <small>WHERE APPLICABLE</small>	<b>£100.00</b>
<b>BULB REPLACEMENT SERVICE</b> <small>BULB COST NOT INCLUDED</small>	<b>£5.00</b> <small>PER BULB</small>
<b>FULL HOUSE CLEAN</b> <small>IF NOT PRE BOOKED - EMERGENCY CLEANS ARE CHARGED AT £35.00 PER HOUR</small>	<b>At cost, invoice provided</b>
<b>OVEN CLEAN</b> <small>AS STATED BY UNIPOL</small>	<b>£90.00</b> <small>PER OVEN</small>

**If any of these fees are unpaid within 14 days, We give permission for the amount to be deducted from our deposits**

**SIGNED**

TENANT	SIGNED	INITIALS
1	<i>Matthew Lunnell</i>	ML
2	<i>D. Gibson</i>	DG
3	<i>[Signature]</i>	LT
4	<i>J. R. B...</i>	
5	DocuSigned by: <i>R...</i> <small>A3X0F0859348477</small>	<sup>DS</sup> RB
6		
7		
8		



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