ASSURED SHORTHOLD TENANCY AGREEMENT

In relation to

Between

Mountain High Investments Limited ("the Landlord")

AGENT: Susanne Van Neste

And

Dated

If you do not understand this agreement or anything in it, it is strongly suggested you ask for an explanation before signing it. You might also consider consulting a Solicitor, Citizen's Advice Bureau or Housing Advice Centre.

1. Definitions

Binding Date	A tenancy agreement is not, technically, a legally binding contract until it has been "executed" by being dated, after both parties have signed; although it may be possible for either party to take legal action against the other if they withdraw prior to this date.
Consent of the Landlord	The Tenant should obtain the Landlord's consent in writing, where required, so as to avoid misunderstandings or disputes at a later date.
Fixtures and fittings	Any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods other equipment or possessions and any floor, ceiling or wall coverings and include anything else listed in any Inventory supplied.
Inventory	Any document prepared by the Landlord and provided to the Tenant detailing the Landlord's Fixtures & Fittings and condition of the Premises generally. Such a document will subsequently be relied upon at the end of the Tenancy to assess any damage or compensation for damage (over and above fair wear and tear). Any significant mistakes, or other amendments should be notified to the Landlord within seven days of the commencement of the Tenancy. In order to avoid misunderstanding or disputes later this notification should be made in writing.
Joint and Severally Liable	The Tenants are jointly responsible for the payment of all Rents and other liabilities falling upon the Tenants during the Term of the Tenancy as well as any breach of their obligations as detailed in this Agreement. Individually each Tenant is responsible for payment of all Rent and all liabilities falling upon the Tenants as well as any breaches of the Agreement until all payments have been made in full. A notice served on one Tenant will have the effect of legally binding all Tenants to that notice. A maximum of five people can be joint Tenants at this property.
Landlord	The owner of the Premises, or his heirs and successors, who has the right to possession of the Premises.
Masculine & feminine and singular & plural	Any reference to either one gender includes the other and any reference to the singular shall include the plural, if appropriate.
Month/monthly	A calendar month.
Premises	The Premises include all, or any part of the dwelling house, gardens, paths, fences, boundaries or other outbuildings which form part of the let known as .
(Security) Deposit held as "stakeholder"	At the end of the Tenancy, the Landlord and the Tenant shall jointly agree a deduction (if any) for costs or compensation for damage to the Premises, Fixtures and Fittings, or for breaches of, or failure to comply with, the Tenants Obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or as otherwise directed by the Courts.
Tenant	A person, or persons (Joint & Severally Liable), who are party to this Agreement and during the Term of the Tenancy are entitled to occupy the Premises under the terms of this Agreement.
Term of the Tenancy	Includes any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in clause 2.1.
Utilities Charges	Includes charges, rates or costs relating to broadband, telephone, gas,

electricity, and Council Tax.

Water Charges Include charges, rates or costs relating to water, sewerage and environmental services.

2. Core Terms

1. The initial term of this tenancy will be …..... commencing from (and including) .. ... and expiring (and including) ….....

2. Rent for the property is £..... per calendar month and is payable in advance and is due as cleared funds by the …... day of each rental period and the first payment is to be made and cleared by ….....

3. A security deposit of £..... is to be paid jointly by the tenants on or before the signing of this agreement.

4. The Security Deposit is to be held by the Landlord in the Deposit Protection Service, The Pavilions, Bridgewater Rd, Bristol, BS99 6AA. Full DPS terms and conditions can be found on – http://www.depositprotection.com/documents/scheme_rules.pdf. It is the responsibility of the Tenant to read and understand these terms.

5. Under no circumstances should the Tenant NOT pay the last month's rent in place of the deposit as this will be in breach of contract.

6. Permitted Occupiers are not allowed under the terms of this agreement. For the avoidance of doubt the Landlord does not recognise them as tenants.

3. Tenant's Obligations

PLEASE NOTE: These are the terms that the Tenant agrees to abide by. It is important for the Tenant to understand what he must or must not do. If the Tenant breaches, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies, including the possibility of eviction.

The Tenant agrees to the following:

1. As Joint & Several Tenants to be responsible and liable for all obligations under this Agreement.

2. To pay the Rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenants will be considered as if payments from the Tenants. If any cheque or similar payment remitted by the Tenant to the Landlord is returned by the Landlords bank for representation or is otherwise dishonoured the Tenant shall be liable for any bank charges levied against the Landlord.

3. To be held liable for the fair costs, involved in carrying out repair and maintenance to the Premises, its Fixtures & Fittings where such action is required out of negligence, or breach of this Agreement or misuse by the Tenant or his invited guests or visitors.

4. To be responsible for payment of Council Tax (or any similar charge replacing the Council Tax) during the Term of the Tenancy in respect of the Premises, **(Full time Students should be exempt from council tax if they submit a certificate from the registry at university as proof of their attendance and the council then agrees that their full time course exempts them from payment of council tax)**

5. To be responsible for payment of all associated charges in respect of the use and supply at the Premises during the Term of the Tenancy of any telephone services, of electricity, gas, oil and any other relevant fuels, and environmental services etc.

6. To notify at the commencement and termination of the Term of the Tenancy the local authority responsible for the collection of Council Tax and the suppliers of such services or utilities of the Tenants liability for their charges and to have such accounts transferred into the Tenant's name for the duration of the Term of the Tenancy.

7. Where the tenant allows, either by default of payment or by specific instruction, the utility or other services to be cut off, either during or at the end of the Term of the Tenancy, to pay or be liable to pay the costs associated with reconnecting or resuming those services.

8. Not to tamper interfere with, alter or add to the gas, water, electrical installations or meters, either in or serving the Premises.

9. Not to change the supplier of the domestic utilities or services referred to in the above clauses without the prior consent of the Landlord. Such consents will not be reasonably withheld. Where such consent is given the Tenant undertakes to promptly provide the Landlord with full details of the new supplier, account numbers etc. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice any such consent previously given.

10. If the Tenant brings or allows into the Premises any gas appliance(s), he must ensure they are safe to use and are properly connected to the appropriate pipe work in the premises by a suitably qualified Corgi engineer and to immediately stop using and remove any such gas appliance which is, or becomes known to be, unsafe or dangerous to either the occupants or the Premises.

11. Not to use the Premises or knowingly allow it to be used for illegal or immoral purposes, including the use of any illegal drugs which are or become prohibited by Statute.

12. For the duration of the Term of the Tenancy, to pay the appropriate terrestrial television licensing fee, cable television or satellite television charges (if any) for the use of any television or associated broadcast receiving equipment (if any) on the Premises.

13. To use the Premises only as a single private residence for the occupation of the Tenant and not to carry on or allow to be carried on any formal or registered trade, business or profession there.

14. Not to sublet, take in lodgers or paying guest.

15. As quickly as is practical after receipt, to send to the Landlord any formal or legal notice or orders or similar legal document delivered to their Premises by a third party which relates to or might significantly affect the Premises, its boundaries or adjacent properties.

16. To pay or be liable to pay, the reasonable costs incurred by the Landlord or professional advisers in successfully enforcing or remedying a notable breach of or failure to comply with, the obligations of the tenant under this Agreement

17. To be liable at any time to reimburse the Landlord any sum which the Landlord is required to repay to the local authority in respect of Housing Benefit (or equivalent, where appropriate) which has been paid direct to the Landlord on behalf of the Tenant, and accepted in good faith, but is subsequently shown to have been paid incorrectly or as a result of fraud, error or ineligibility of the tenant.
18.

Insurance

For the avoidance of doubt, the Tenant's personal belongings, furnishings or equipment within the Premises are his and are not covered by any insurance policy maintained by the Landlord.

19. In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlords Premises or its contents, to promptly inform the authorities as appropriate and the Landlord as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord to assess whether to make a claim on any relevant insurance policy.

20. Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors to the Premises, which leads to the destruction, harm or ruin of the Premises or its contents.

21. To reimburse the Landlord for any excess sum, payable under the Landlord's insurance policy for each and every claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors in breach of this agreement.

Locks and Security

22. Before leaving the Premises empty or unoccupied for any continuous period in excess of 14 days, to notify the Landlord in advance and fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Premises and its Fixtures & Fittings whilst being left empty or unoccupied.

23. Not to change any burglar alarm codes (if applicable) without the prior consent of the Landlord. Such consent will not be unreasonably withheld. Where such consent is given to supply the Landlord with the new code in writing.

24. Not to change, alter, add to or otherwise damage any locks or bolts on the Premises (except in the case of an emergency) without the prior consent of the Landlord. Such consent will not be unreasonably withheld. Where such consent is given to supply the Landlord with an appropriate set of keys.

25. If any lock or bolt is installed or changed on or in the Premises without the prior consent of the Landlord to remove them if so required by the Landlord and be responsible for the fair costs of making good any resultant damage to the Premises or spoilage of decoration.

26. To take adequate precautions to keep the Premises, including its external doors and windows, locked and secured, and any burglar alarm set, when the Premises are empty.

27. During the Term of the Tenancy, to take such reasonable precautions expected of a householder to keep the Premises free of infestation by vermin, rodents insects or animal fleas. Where such infestation occurs as the result of action or inaction of the Tenant, to be responsible for the appropriate costs of fumigating and cleaning any affected parts as appropriate and for rectifying and/or removing the cause of such an infestation.

Garden

28. Not to dig up, or cut down, any trees, shrubs or bushes or timber (as applicable), except with the Landlords prior consent.

29. To cut the grass of the Premises with an appropriate garden mower as necessary, as instructed by the Landlord, to keep the grass in a trim, and tidy condition.

Use of the Premises, Fixtures & Fittings in a Tenant like manner

These clauses should not be taken as an exhaustive list.

30. Not to do anything at the Premises (including the playing of excessively loud music) which is a nuisance or annoyance or cause damage to the Premises or adjacent or adjoining premises or neighbours or might reasonably be considered to be anti-social behaviour.

31. No private parties and no gathering of more than 8 people in addition to the tenants at any one time.

32. To take reasonable and proper care in the use of the Premises, its Fixtures & Fittings and not to deliberately damage or alter the Premises, its décor, Fixtures and Fittings either internally or externally.

33. To clean or have cleaned both internally all reasonably accessible windows of the Premises as necessary during the Term of the Tenancy and within one month prior to the end of the Tenancy.

34. Where the tenant or his invited guests or visitors are responsible by any action for any cracked or broken windows or door glass on the Premises, to promptly repair or replace such glass to the required specification and be liable for the costs involved.

35. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi-socket electrical adaptors or extension cables when connecting appliances to the mains electric system. To pay for any electrical repair resulting from such overload.

36. To take care to replace or have replaced appropriately, light bulbs, fluorescent tubes, fuses etc. as and when necessary during the Term of the tenancy and to ensure that all light bulbs, fuses etc are in place and in working order at the end of the Term of the Tenancy.

37. To test at regular intervals any battery operated smoke alarms fitted in the Premises and replace any battery in an alarm which is found to be not working. If the alarm is not working after the fitting of a new battery to promptly inform the Landlord.

38. To be responsible for the unblocking or clearing of any stoppages in any sink, or basin, or toilet, or waste pipe which serve such fixtures if they become blocked with the Tenants waste, or as a result of the actions or inactions of the Tenant or his invited guests or visitors in breach of the obligations under this Agreement.

39. To report to the Landlord promptly any damage or defect affecting the property, the contents or the water or heating systems.

40. Once the Tenant signs the agreement and the Inventory list, any items which are damaged must be repaired or replaced by the tenant.

41. To weekly clean and hoover the house, all rooms and communal areas. Filters of hoover to be regularly emptied and filters cleaned.

The Premises, its Fixtures and Fittings

42. Not to alter the appearance or decoration or structure of the premises or its fixtures or fittings either internally or externally without first obtaining the prior consent of the Landlord. Such consent will not be unreasonably withheld.

43. Condensation is preventable, windows should periodically be left open to allow the air to circulate – especially bathrooms and bedrooms. Any costs incurred correcting mould arising from condensation (eg redecoration) will be charged to the tenant.

44. Not to dry clothes inside the house. Tenants should use the washing line outside. Drying clothes inside causes condensation. Tenants are also responsible for drying the windows of condensation on daily basis in their rooms, to prevent deterioation on the said property.

45. NOT to heat the premises with any appliance using paraffin or bottled gas or to cause a high level of condensation within the premises by the use of any heating or household appliance or the drying of washed items. Any breach of this regulation shall be regarded as negligence on the part of the tenant for the purposes of sub-Paragraph (45) of these Regulations.

46. To be responsible for any and all damage or deteriorations occasioned within the property arising from the neglect of the tenant to observe any term or condition of this Agreement or through any other negligence or accident on the part of the tenant his family servants agents invitees and contractors .

47. To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Premises.

48. To notify the Landlord as soon as is practicable of any defect, damage or disrepair which develops or occurs at the Premises which might be, or might reasonably be expected to become, a hazard or danger to life or limb or to the fabric of the Premises itself. The Tenant must not carry out unauthorised repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate damage or dangers.

49. Not to keep on, use or bring into the premises, any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Premises or to the health of its occupants or of the neighbours.

50. To take such reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Premises, its Fixtures or Fittings.

51. Not to place or fix any aerial, satellite dish, or notice, advertisement or board onto the Premises (either externally or internally) without first obtaining the prior consent of The Landlord. Such consent will not be unreasonably withheld. Where granted, the Tenant will meet all costs of installation and subsequent removal and the reasonable costs of making good any resultant damage or redecoration if so required by the Landlord. The Landlord reserves the right to withdraw for reasonable grounds and upon reasonable notice, any such consent previously given.

52. Not to remove from the Premises any of the Landlord's Fixtures & Fittings, or to store them in a loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord. Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the Term of the Tenancy are returned to the same places from which they were removed.

53. Not to fix or hang, any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blue-tack or similar adhesive fixings and to make good at the end of the term of the Tenancy, or be liable for the fair cost of making good, any unreasonable damage or marks or holes caused by such fixings or their removal. Instead the tenants will use boards provided by the Landlord and any suitable picture hooks he may provide.

54. Not to store or keep on the Premises or any communal car parking any boat, caravan or commercial vehicle without the prior consent of the Landlord. Such consent not to be unreasonably withheld. The Landlord reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

55. Not to repair cars, motorcycles, vans or other commercial vehicles at the Premises other than general maintenance from time to time to a vehicle of which the Tenant is the registered keeper.

56. Not to smoke or permit to be smoked any cigarette, pipe or cigar upon the property.

57. Not to keep any animals, birds reptiles or pets of any description.

58. To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Premises, its Fixtures & Fittings.

59. To ensure that the drains in the property are kept clear. The tenant must keep the garden neat and tidy and no garbage to be left on the premises. If the Landlord has to call out for services for maintaining the above-mentioned items, the tenants will be liable for the costs incurred.

60. Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use of the Premises as set out under this Agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within an alternative timescale agreed with the Landlord. After that time, the Landlord may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

61. To observe all clauses and covenants required to be observed by the landlord.

Access and Inspection
(Co-operating with the Landlord or his representative)

62. To permit the premises to be viewed at reasonable times including the weekends by prospective tenants or purchasers, who are authorised to do so by the Landlord or an appointed agent or representative.

63. In order to comply with the requirements of the Party Walls etc. Act 1996 (but only upon appropriate formal written notice), to permit the owner of a neighbouring property or their authorised workmen or professional advisers, access to the Landlords premises in order to carry out any work required to the Premises or the neighbouring property under the Party Walls etc. Act 1996.

64. To permit the Landlord or authorised workmen, from time to time upon a minimum 24 hours prior written notification (except in the case of an emergency), to enter the Premises during working hours and/or at other reasonable times, including the weekends to inspect the Premises, its Fixtures & Fittings, and to do work which may be required from time to time in order to fulfil obligations under this agreement or relevant legislation.

At the End of the Term of the Tenancy

65. To return the property to the Landlord at the end of the tenancy in the same condition as at the start of the tenancy, other than the Landlord's obligations as described in this agreement.

66. To clean to (or pay for the cleaning to) a good standard, the Premises, its Fixtures & Fittings, including the cleaning of any carpets, curtains (including net curtains), furniture, bedding, upholstery, etc. which have become soiled, stained, or marked during the Term of the Tenancy. To provide upon request, receipts to the Landlord to demonstrate compliance to this clause.

67. To remove all the Tenants refuse and rubbish from within the Premises and to ensure it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.

68. To return all keys to the Premises (including any new or additional or duplicate keys cut during the Term of the Tenancy) to the Landlord or his appointed representative promptly on the last day of the Term of the Tenancy.

69. Having replaced the Landlord's items in the same areas of the Premises (as far as practicable) as at the commencement of the Term of the Tenancy, to co-operate in the checking of any Inventory and/or Schedule of Condition and to pay, or be liable to pay, for any previously agreed costs involved in the checking of any Inventory and/or Schedule of Condition.

70. To remove all of the Tenant's belongings, property, personal effects, foodstuffs, furnishings and equipment from the Premises on, or before, the last day of the Term of the Tenancy.

71. Any of the Tenant's belongings, property, personal effects, foodstuffs, furnishings and equipment left behind at the Premises will be considered abandoned if, after the end of the Term of the Tenancy and after the expiry of the period of 14 days written notice sent, addressed to the Tenant, to the single address required to be provided by the Tenant or, in the absence of any address, to the address of the Premises if the Tenant has not removed or retrieved them. After this time the Landlord may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the fair costs of arranging such removal, storage or disposal and the costs may be deducted form the sale proceeds (if any) or deposit and any such surplus costs after such deduction will remain the liability of the Tenant.

72. Where such items belonging to the Tenant as described in clauses 3.66, 3.69 and 3.70 above are of a bulky or unwieldy nature (either individually or collectively) which may inhibit, or unreasonably inconvenience the Landlord or other persons immediate ability to comfortably occupy or make use of, re-let or sell the Premises, or any part of the Premises, the landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the Rent, calculated on a daily basis, until the items are removed, either by the Tenant or in line with clause 3.70.

73. To promptly provide as soon as is practicable just before or immediately at the end of the Term of the Tenancy a forwarding or correspondence address to the Landlord; for ease of administration and communication between the parties, including the process involved in the return of the Security Deposit.

4. Landlord's Obligations

The Landlord agrees to the following:

1. To keep the Premises and the Landlords contents insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household buildings policy and any other such risks, as the Landlord considers necessary from time to time.

2. Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment or use of the Premises other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this Agreement and having provided at least a minimum 24 hours prior written notification

3. To comply with section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord to keep the property wind and water tight, repair the structure and exterior (including drains, gutters and external pipes) of the premises; to keep in repair and proper working order the installations in the Premises for supply of water, gas,

electricity and for sanitation (including basins, sinks baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of water, gas or electricity); to keep in repair and proper working order the installations in the Premises for space heating and heating water. In determining the standard of repair required of the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises and the locality in which they are situated.

4. To take reasonable steps to ensure that the Landlords domestic gas and electrical appliances and other similar mechanical appliances in the Premises for which he is responsible are safe, in proper working order and in repair (but only where such need of repair is not caused by the negligence or misuse by the Tenant, his invited guests or visitors) both at commencement of, and during the Term of the Tenancy, as may be necessary from time to time and in order to comply with the Landlord's obligations under the Gas Safety (installation & Use) Regulations 198, the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc. (Safety) Regulations 1994.

5. The Landlord confirms that he is the sole owner of the freehold interest in the Premises and that all appropriate consents necessary for him to sign this Agreement have been obtained.

5. The Deposit

1. The Deposit referred to in clause 2.3 and 2.4 will be held as security for and in respect of, the performance by the Tenant of, all the obligations of the Tenant in this Agreement; to pay for or be used for;

2. Any damage, or compensation for damage, to the Premises, its Fixtures & Fittings or for missing items which the Tenant may be liable, subject to an apportionment or allowance for reasonable wear and tear and for the age and condition of each and any such items at commencement of the Term of the Tenancy.

3. The fair cost incurred in compensating the Landlord for, or for rectifying or remedying any meaningful breach by the Tenant of his obligations under this Agreement, including those relating to the cleaning of the Premises, its Fixtures & Fittings and the condition of any garden included in the tenancy.

4. Any sum which is or become repayable by the Landlord to the local authority with regard to Housing Benefit which has previously been paid direct to the Landlord relating to the Tenant named in this Agreement.

5. Any Rent or other money lawfully due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Term of the Tenancy.

Dealing with the Deposit after the end of the term of the Tenancy

6. After the end of the Term of the Tenancy no deductions shall be made from the deposit, together with its accrued interest unless, or until, the reason for the nature of the deductions have been notified in writing to the Tenant. Such correspondence will be sent, addressed to the Tenant, to the single address required to be provided by the Tenant under clause 3.70 of this Agreement or, in the absence of such an address, to the address of the Premises.

7. Where a dispute of difference relating to the treatment, application or repayment of the deposit remains unresolved over 28 days after the end of the Term of Tenancy any undisputed balance will be returned to the Tenant by the Landlord who will otherwise continue to hold the disputed amount until either agreement is reached by the parties or as directed by the Courts.

8. The Deposit (or appropriate balance) will be returned as soon as is reasonably practicable once vacant possession has been obtained following the final day of the Term of the Tenancy; after the deduction of any sums or money (if any), in accordance with section 5, which are due to the Landlord arising from the Tenant's breach of, or failure to comply with the Tenant's obligations under this Agreement.

9. The Deposit (or appropriate balance) will be returned to the Tenant by cheque and where the Tenant comprises of two or more individuals, the Deposit (or appropriate balance), may be returned to any one of them individually for and on behalf of all them.

10. If monies lawfully due to the Landlord under this Agreement are more than the deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

6 General

Re-instatement of property rendered uninhabitable

1. The Landlord's repairing obligations referred to in clause 4.3 shall not be construed as requiring the Landlord to (a) carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Premises in a tenant like manner; (b) to rebuild or reinstate the Premises in the case of destruction or damage by fire or by tempest, flood or other inevitable accident; or (c) to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

2. The Contract (Rights of Third Parties) Act 1999 does not apply to this Agreement.

3. This Agreement is otherwise construed under English Law, including all statues and laws affecting assured short hold tenancies. If a Court decides that some part of the Agreement is invalid or unenforceable, the rest of the Agreement will still be valid and binding on all parties.

Service of Notices by the Landlord or his Representative

4. In accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Services Act 1962; if the Landlord or his representative delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this Agreement or any Act of Parliament, to the Premises (or last known address of the Tenant if different) by hand or sends it by recorded delivery or registered or by first class post, addressed to the Tenant then the Tenant will be deemed as though having received it.

Surrender of the Tenancy by the Tenant

5. Strictly with the Landlord's prior written consent and subject to certain conditions that may include the Landlord's reasonable costs associated with the re-letting of the Premises, the Tenant might be allowed to surrender or give up this Term of Tenancy before it could otherwise lawfully be ended.

Forfeiture – Right of Re-Entry

IMPORTANT: If you are unsure of your rights or require further clarification of this clause you should consult a Solicitor or the local Citizens Advice Bureau.

The law (Protection from Eviction Act 1977) gives the Tenants protection against the arbitrary or immediate termination of their rights of occupation and the law restricts a Landlord's rights, except in certain circumstances, to evict from, or prevent a Tenant from living in, premises subject to an existing tenancy agreement without first obtaining a Court Order.

For the Landlord to commence legal proceedings to repossess the Premises based on a breach of the tenancy (where the Tenant has failed to remedy the breach in good time), which might result in the Court evicting the Tenant or issuing a Court Order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a forfeiture clause, sometimes referred to as Right of Re-entry. Clause 6.6 is such a clause.

For the avoidance of doubt: - In order to exercise his legal rights under this clause, 6.6, the Landlord will first need to obtain a Court Order.

6. If at any time the Rent, or any part of the Rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the tenant's part is not complied with, or if any of the circumstances mentioned in the following grounds;

Ground 7. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks Rent unpaid where Rent is payable weekly or fortnightly; (b) at least two months rent is unpaid if rent is paid monthly; (c) at least one quarters rent is more than three months in arrears if Rent is payable quarterly (d) at least three months rent is more than three months in arrears if rent is payable yearly), as set out in **Part I of Section 2 to the Housing Act 1988 (as amended by the Housing Act 1996**) or,
Ground 8. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding),
Ground 9. (that there is a history of persistently being behind with rent),
Ground 10. (that the Tenant has broken one or more of his obligations under the tenancy agreement),
Ground 11 (that the condition of the Premises has deteriorated because of the behaviour of the Tenant, or any other person living there),
Ground 12. (that the Tenant or someone living at or visiting the Premises has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to the neighbours; or, that a person residing at or visiting the Premises has been convicted of using the Premises, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of the Premises),
Ground 13. (that the condition of the furniture has deteriorated because it has been ill treated by the Tenant or someone living at the Premises),
Ground 14. (that the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation),

As set out in **Part II of schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996**) shall arise, then the Landlord may re-enter the Premises and the Term of the Tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this Agreement.

(The tenant is strongly advised to keep his personal possessions fully insured on his own account. The landlord does not insure such personal possessions)

7 Signatures of the Parties

This Agreement contains the terms and obligations of the tenancy. It sets out the promises made by the Landlord to the Tenant and by the Tenant to the Landlord. These promises will be legally binding once both parties have signed the Agreement. You should read it carefully to ensure it contains everything that you want and nothing that you are not prepared to agree to. Whilst every attempt has been made to compose this Agreement using plain and intelligible language, it inevitably contains some legal terms or references. ***If you do not understand this Agreement, or anything in it, it is strongly recommended that you ask for an explanation before signing it. You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre***.

The Landlord and Tenant agree that the **Consumer Protection (Distance Selling) Regulations 2000** will not apply in that the Tenant has no right under these regulations to cancel this Agreement once it has been signed and completed and the Tenant has taken occupation of the Premises.

Separate tenancy agreements will be signed by the tenants, along with their Guarantor details, and posted by recorded delivery to Mountain High Investments Limited. These agreements will act as one binding agreement between all five tenants.

Signed ….....(and print name)
by Landlord – Mountain High Investments Limited

Signed in the presence of

witness.....

Dated

Signed.....(and print name)
by the Tenant

signed in the presence of

witness.....(and print name)

Dated