

WOOTTON BASSETT FARM: 235 Acres 95 Ha

1 split
sale
2 ties

Purchased Dec. 1993 for [REDACTED] (to include ingoing valuation silage)

[REDACTED] of milk quota sales were rolled over into this purchase

Deposit [REDACTED] balance of [REDACTED] on 21/12/93 completion of stage 1
(being the whole farm less one cottage and 40 acres)

For 93/94 cropping year vendor kept use of arable land and purchaser had use of
grazing land

1/9/94 balance of [REDACTED] paid for cottage and 40 acres, and possession taken.

Farmed in hand till-

3/12/98 .5 yr FBT to [REDACTED]
NBA farm buildings and 46.24 Ha. till after harvest 1999 when another 32.47 Ha.
were added. Woodland area of 16 Ha. retained in hand, not let.

March 2004 Tenants decided to emigrate, giving buildings and land back immediately
Cottage vacated June 2004.

Farmed in hand since then.

COTTAGE OCCUPATION:

No. 1
1/4/94 to 30/4/95 TUNLEY, Ag Use

6/95 to 11/96 SMITH Non ag use

2/97 to 9/97 ROGERS Non ag use

11/97 to 2/98 SCOTT

3/98 to 11/98 Carter+Candlin "

2/99 sub let by Freeth to Andersson
non ag use

today

No. 2
5/4/94 to 6/95 COOK, Ag use

7/95 to 9/97 Gary + Justin Non ag use

9/97 to 3/98 empty

3/98 to 12/98 LITTLE Ag use.

1/99 to 6/04 Freeth farm tenant

7/04 to today DIBLEY non ag use

Business Asset [redacted] reduced
N.B. Asset [redacted]

Taper Relief

Vat gear pre + post 3/13.

Rm No. 101 of different

[redacted] Reinvested. Same [redacted]
1 yr back 3 yrs forward

Holiday lets > 12mo

Entitled users. as high as possible.
for VAT purchaser + seller.

Taper clock start 17 months
2 yrs later
first relief over.

F202E

TENANCY AGREEMENT - ENGLAND & WALES
(for an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY NO 1. BINCKNOLL FARM COTTAGE
BINCKNOLL LANE. WOOTTON BASSETT WINDOM WILT SN4 8G

The LANDLORD C.N. + G.M. PEACHES

of

The TENANT

I, Bincknoll Farm Cottage.
Bincknoll Lane.
Wootton Bassett
SN4 8QT

The TERM 6 months beginning on 15/5/04

The RENT £ per week/month* payable in advance on the 15th of each week/month* (*delete as appropriate)

The DEPOSIT £
PLUS WATER AT 1yr.

DATED

SIGNED



(The Landlord)



(subject to agreed
amendments)
attached

(The Tenant)

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

- (1) The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name.
- (2) Always remember to give the written Notice to Terminate to the Tenant two clear months before the end of the Term.

IMPORTANT NOTICE TO TENANTS:

- (1) In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
- (2) If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant to you an Assured Shorthold Tenancy of this Property or of alternative property.

Terms and Conditions

1. This Agreement is intended to create an Assured Shorthold Tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.
2. The Tenant's obligations:
 - 2.1 To pay the Rent at the times and in the manner aforesaid.
 - 2.2 To pay all charges in respect of any electric, gas, water and telephonic or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
 - 2.3 To keep the interior of the Property in a good and clean state and condition and not damage or injure the Property (fair wear and tear excepted).
 - 2.4 To yield up the Property at the end of the Term in the same clean state and condition as they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 3.2).
 - 2.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
 - 2.6 Not do anything on or at the Property which:
 - (a) may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - (b) is illegal or immoral
 - (c) may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
 - 2.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
 - 2.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
 - 2.9 Not assign, sublet, charge or part with or share possession or occupation of the Property.
 - 2.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency).
 - 2.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this Agreement.
 - 2.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money due from the Tenant under this Agreement which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.
 - 2.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.
3. The Landlord's obligations:
 - 3.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
 - 3.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant.
 - 3.3 To keep in repair:
 - 3.3.1 the structure and exterior of the Property (including drains gutters and external pipes)
 - 3.3.2 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences)
 - 3.3.3 the installations at the Property for space heating and heating water.
 - 3.4 But the Landlord will not be required to:
 - 3.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
 - 3.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
 - 3.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
4. Ending this Agreement:
 - 4.1 The Tenant cannot normally end this Agreement before the end of the Term. However after the first three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.
 - 4.2 If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the

Landlord, the notice to expire at the end of a rental period.

- 4.3 If at any time:
 - 4.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 4.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - 4.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply
- the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an Assured or Assured Shorthold Tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

5. The Deposit

- 5.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in this Agreement by the Tenant. No interest will be payable to the Tenant in respect of the deposit money.
- 5.2 The Deposit shall be repayable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 5.1 above. However, the Landlord shall not, save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy.
- 5.3 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit.

6. Other provisions

- 6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf.
- 6.2 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect.
- 6.3 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).
- 6.4 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting.
- 6.5 Any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.
- 6.6 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 2.13 above) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of the sale will be dealt with in the same way as the Deposit as set out in clause 5.2 above.
- 6.7 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).
- 6.8 Where the context so admits:
 - 6.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.
 - 6.8.2 The 'Tenant' includes any persons deriving title under the Tenant.
 - 6.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.
 - 6.8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.
 - 6.8.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.



[REDACTED]
1 Bincknoll Farm Cottage
Bincknoll Lane
Wootton Bassett
SN4 8QT
Tel. 01793 849526

26/05/04

Dear Mr & Mrs Peachey

Further to our conversation this evening we are returning the signed tenancy agreement with the agreed amendments.

Terms and Conditions

2.5

You have given consent for us to undertake redecoration and painting.

2.7

You have given consent for us to keep pets.

The water rates will be billed for the total amount next year, however [REDACTED] has already been paid in our May rent and will be included in the June rent unless any adjustment are made before then.

We will adjust the Standing order to [REDACTED] following the installation of the windows, but prior to any building work being completed.

We have confirmation from Clare and James Freeth that the deposit of [REDACTED] has been forwarded to you.

We look forward to a continued tenancy at Bincknoll Farm Cottage.

Yours sincerely

[REDACTED]
[REDACTED]
[REDACTED]

8. The following are SPECIAL or ADDITIONAL CLAUSES negotiated between the parties.

(Examples might be: clauses relating to Pets or Animals, Smoking, Break Clauses,
Rent Review clause, permitted occupiers, additional charges etc)

If there are no special or additional clauses please draw a diagonal line through the blank space of this section

Smoking Exclusion

The tenant agrees neither to smoke in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate cleaning, fumigation etc., required.

Pets Exclusion

The tenant agrees neither to keep any animals, birds or reptiles or rodents in or on the premises nor to allow his invited guests or visitors to do so. In breach of this clause to responsible for the reasonable costs or rectification of any damage caused or for any appropriate de-infestation, cleaning, fumigation etc., required.

Continue overleaf if required . .

As a matter of good practice, and to help avoid misunderstandings or disputes later; where special or additional clauses have been inserted in this section, the parties should initial the bottom of this page



3/5/2020

Dear 

Many thanks for your transferred cash of 

I have payed  in full today.

Water supply to No.1 Bincknoll Cottage.

From the April 5th 2020 metre reading, you as tenants are responsible for paying for the water supplied by RW Horton and Son and billed direct to you in future, including any share of the Standing Charge.

Their address is:-

James Horton

RW Horton and Son

