

AMENITY LICENCE

AN AGREEMENT entered into this day of two thousand and twenty five between **BSE Nominee One Ltd and BSE Nominee Two Ltd of The Estate Office, Wilton, Salisbury, Wiltshire SP2 OBJ** (hereinafter called ‘The Landlord’ which expression shall include the person or persons for the time being entitled to receive the rents here by made payable) of one part and, **Mrs Cherida Daniel, the owner of Netherhampton Nursery School of Liss Cottage, Hindon Lane, Tisbury, Wiltshire SP3 6QQ** (hereinafter called ‘The Tenant’) of the other part.

THE LANDLORD (subject and except and reserving and hereinafter mentioned) agrees to let and the tenant agrees to take all that land (hereinafter called “the land” situated in the **Parish of Netherhampton** in the County of Wiltshire the quantities and particulars of which are (more or less) set forth in the Schedule which said premises by way of identification only are delineated on the plan hereto attached and thereon coloured green (subject to all public and private rights of way and all other easements and agreements affecting the same or any part or parts thereof in any manner subsisting in respect thereof) for the term of **five** years from the **First day of March 2025** determinable at the end of any early period by not less than six calendar months’ notice in writing given by either part to the other.

THE RENT be £ [REDACTED] ([REDACTED]) per annum payable yearly in arrears. The first payment to be made on the **1st March 2025**.

THE LANDLORD RESERVES:

All mines minerals quarries stones and clay in and under the said premises and all timber and other trees and saplings upon the said premises and reserving unto the Landlord and all persons authorised by him liberty to dig for fell convert and carry away the said mines quarries stones clay timber and trees and saplings and for the purpose of aforesaid to sink erect and make conveniences and things and also the exclusive right of fishing, sporting and preserving game upon or in the said premises

THE TENANT AGREES:

1. To pay all the present and future rates and taxes and other outgoings in respect of the premises (including drainage rates).
2. To keep and leave all the water pipes hedges fences rails walls gates stiles drains ditches and bridges on the said premises in good repair and condition.
3. To indemnify the Landlord against any third party claim whatsoever in relation to the land and its uses.
4. To tar all gates usually tarred and paint all gates usually painted once in every three years and in any event in the last year of the tenancy.

5. Not to assign underlet or otherwise part with the possession of the said premises or any part thereof without prior consent of the Landlord whose consent will not be reasonably withheld.
6. To prevent to the utmost of his power any new footpaths being made on the land and premises and not to permit any trespass or encroachment by any person thereon and shall forthwith give notice to the Landlord of any trespass or encroachment.
7. To give forthwith to the Landlord information of any notice served under or by virtue of the provisions of any Statute or Order or Statutory Instrument affecting the interests of the Landlord or Tenant. This Clause is in addition to and without prejudice to any duty imposed on the Tenant by the general law to give notice to the Landlord or any writ notice or instrument served on the Tenant other than those above mentioned whereof the Tenant is bound to give notice to the Landlord.
8. That if the Tenant shall die during the continuance of the Tenancy the Executors or Administrators or other person or persons in who the legal estate in the Tenancy is vested immediately after death shall within one calendar month of the death give notice in writing to the Landlord of such death and the date thereof.
9. To comply at his own cost with any notice or order served on the Tenant under the provisions of the Town and Country Planning Act 1947, or any amendment thereto and to keep the Landlord effectually indemnified against all actions proceedings damages penalties costs charges claims and demands in respect thereof.
10. The Tenant to permit the landlord and his Agents at all reasonable times to view the state and condition of the said land.
11. Not to effect any building or structure of any kind without the previous consent in writing of the Landlord or to plant any trees shrubs or bushes or permit or cause any nuisance or annoyance to other Tenants of the Landlord or of any adjoining party.

THE LANDLORD agrees that the Tenant may peaceably hold the premises during the tenancy without any interruption by the Landlord or any person claiming under him.

PROVIDED that the event of the rent being unpaid for THIRTY DAYS after the due date for payment or of the breach by the Tenant of any of the Agreements or conditions herein contained the landlord shall be at liberty forthwith to enter upon the premises and take possession thereof anything hereinbefore contained to the contrary notwithstanding.

THE LANDLORD may give the Tenant one month's notice to execute any repairs for which he is liable which shall be in default and if not executed at the end of one month from the date of service of such notice the Landlord may enter and cause the same to be done and recover the cost thereof as rent in arrears.

THE SCHEDULE ABOVE REFERED TO

Number on Ordnance Survey Map	Description	Acreage
	Amenity Land See attached plan	0.1

AS WITNESS whereof the parties have hereunder set their hand the day and year first
before written.

SIGNED by the said Chris W Rolfe
Agent for the Owner

SIGNED by the said
Tenant

PLAN NOT TO SCALE