

STATUTORY DECLARATION for
TINA SHARON PERRY

1. I, Tina Sharon Perry, of Heywood Farm, Kington St Michael, Chippenham, Wiltshire SN14 6LS do solemnly and sincerely declare in support of the application for a Lawful Development Certificate for an existing use or operation or activity including those in breach of a planning condition.
2. Together with my husband, Keith Martin Perry, we are the registered proprietors of the property known as Greenacres Farm, Fowlswick Lane, Allington, Chippenham, Wiltshire SN14 6LT (the Property). There is attached to this Declaration (marked TSP1) the office copy entries of the Property, together with the filed plan. The Property is registered at HM Land Registry with title number WTI69620.
3. The Property is registered in the names of Keith Martin Perry, my husband, and myself. I confirm that my name was Tina Sharon Singer but I married Keith Martin Perry on 20th June 1998. A copy of the marriage certificate is attached (marked TSP2).
4. On the Property there is a dwelling (the Agricultural Dwelling) which is shown edged red on the plan attached this Declaration (marked TSP3). That dwelling was granted a planning permission by the North Wiltshire District Council to be used as a dwelling with an agricultural tie as set out in condition 2 of the planning permission dated 07.11.1995 and numbered N/95/1372/F, a copy of which is attached (marked TSP4).
5. Together with my husband we first occupied the Agricultural Dwelling in March 1998. At that time I was in a farming partnership with my father and, therefore, fulfilled the requirements in the said condition 2.
6. On the death of my grandmother in 2012 my husband and I moved out of the Agricultural Dwelling and into the main farmhouse.
7. In October 2013 we let the Agricultural Dwelling to Melanie Yexley, who has since then continuously and continues to occupy the Agricultural Dwelling. I attach a bundle of the Tenancy Agreements with Melanie Yexley (marked TSP5).
8. Melanie Yexley, whilst she has occupied the Agricultural Dwelling, has never been a person solely or mainly employed or last employed in the locality in agriculture as defined in section 336(1) of the Town and Country Planning Act 1990 or in forestry, including any dependents of such a person residing with him or a widow or widower of such person. Melanie Yexley has and continues to occupy the Agricultural Dwelling in breach of condition 2 of the said planning permission.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835


T S PERRY.

Declared at:

AWDRY LAW LLP
STAFFORD HOUSE
57 HIGH STREET
ROYAL WOOTTON BASSETT
WILTSHIRE
SN4 7AQ

This

8th

day of

May

2026

Before me:

JEANIE YVONNE WHELAN

A Commissioner for Oaths or

A Solicitor empowered to administer Oaths

**Statutory Declaration for
Tina Sharon Perry**

Exhibit Sheet – TSP1



Official copy of register of title

Title number WT169620

Edition date 11.05.2009

- This official copy shows the entries on the register of title on 08 OCT 2025 at 15:21:28.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 08 Oct 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

This register describes the land and estate comprised in the title.

WILTSHIRE

- 1 (31.03.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Greenacres Farm, Fowlswick Lane, Allington, Chippenham (SN14 6LT).
- 2 (31.03.1998) The land has the benefit of the following rights granted by a Conveyance of the land in this title and other land dated 27 February 1976 made between (1) Andrew Henry Parker Bowles and Camilla Parker Bowles (Vendors) and (2) Mervyn Paul Singer (Purchaser):-

"TOGETHER WITH the full right and liberty jointly with the other persons entitled thereto to maintain test inspect and use the water pipes running under the adjoining land and premises from the point "B" on the said plan to the main supply and the meter the position whereof is marked "A" on the plan annexed hereto with the further right from time to time to renew alter and remove the same together with a right to enter upon such adjoining land and premises to exercise the rights hereinbefore mentioned in relation to the water pipes but subject to making good all damage to the surface of the said adjoining land and premises and paying compensation for loss of crops by the exercise of such rights TOGETHER ALSO WITH the full right and liberty jointly with the other person entitled thereto to maintain test inspect and use the water pipe running from the point "A" on the said plan to the point "B" together with the further right from time to time to renew alter and remove the same together with a right to enter upon such adjoining land and premises to exercise the rights hereinbefore mentioned in relation to the water pipe but subject to making good all damage to the surface of the said land and premises and paying compensation for loss of crops by exercise of such rights and also paying such proportion of the cost of maintenance of the said pipe as shall be attributable to the Purchaser on a user basis"

NOTE: Copy plan filed.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title number WT169620

Title absolute

- 1 (31.03.1998) PROPRIETOR: KEITH MARTIN PERRY and TINA SHARON SINGER of Greenacres Farm, Fowlswick Lane, Allington, Chippenham, Wiltshire SN14 6LT.
- 2 (31.03.1998) NOTE: The land having been acquired under a voluntary Transfer dated 6 October 1997 made by Mervyn Paul Singer the registered title is subject to the provisions of section 339 Insolvency Act 1986.
- 3 (31.03.1998) A Conveyance of the land in this title and other land dated 27 October 1970 made between (1) David Butler, Patricia Margaret Butler and Marina Selina Taylor and (2) Hedley Le Bas and Margaret Le Bas (Purchasers) contains purchasers' personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

The Transfer to the present proprietor contains a covenant to observe and perform the aforesaid covenant(s) and of indemnity in respect thereof.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 27 October 1970 referred to in the Proprietorship Register:-

"THE Purchasers hereby covenant with the Vendor and their successors in title to install a meter at the point marked 'A' on the plan annexed hereto and to pay and discharge all rates levied by the North Wiltshire Water Board in respect of the water used and recorded by the said meter. The Purchasers further hereby covenant to pay a proportionate share of the expense of repairing and maintaining the water pipes from the said meter at the point marked 'A' to the point of the meter belonging to the North Wilts Water Board on its connection to the main supply in Field Ordnance Survey No. 520."

NOTE: Point 'A' and Ordnance Survey No 520 referred to are shown on the plan to the Conveyance dated 27 February 1976 referred to in the Property Register.

End of register

H.M.LAND REGISTRY

TITLE NUMBER
WT169620



ADMINISTRATIVE AREA

WILTSHIRE:NORTH WILTSHIRE

ORDNANCE SURVEY MAP REFERENCE

ST8775NE:ST8875NW:ST8776SE:ST8876SW

SCALE

1:2500



CROWN COPYRIGHT

This plan is based on the largest scale of the published Ordnance Survey map

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 08 October 2025 shows the state of this title plan on 08 October 2025 at 15:21:28. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Weymouth Office .

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**Statutory Declaration for
Tina Sharon Perry**

Exhibit Sheet – TSP2

CERTIFIED TO BE A TRUE COPY

BEVIRS LAW

141 HIGH STREET, ROYAL WOOTTON BASSETT,

SWINDON, WILTSHIRE SN4 7AZ

D/

nted by authority of the Registrar General]

CERTIFIED COPY of an
Pursuant to the



ENTRY OF MARRIAGE
Marriage Act 1949

SIGNED: [Signature]

CHIPPENHAM Registration District

1998 Marriage solemnized at St Michael & All Angels Church in the Parish of
Kington St Michael in the County of Wiltshire

Columns:— No.	1 When married	2 Name and surname	3 Age	4 Condition	5 Rank or profession	6 Residence at the time of marriage	7 Father's name and surname	8 Rank or profession of father
4	20 th June 1998	Keith Martin PERRY	31	Bachelor	Road Manager / Farmer	1 New Cottages Sheldon Rd Chippenham.	Richard Perry (Deceased)	Engineer Inspector
		Tina Sharon SINGER	26	Spinster	Farmer	Green Gate Farm Fouleswick Lane Allington	Mervyn Paul Singer	Farmer

Married in the presence of [Redacted] to the rites and ceremonies of the Church of England by [Redacted] Minister of the Gospel

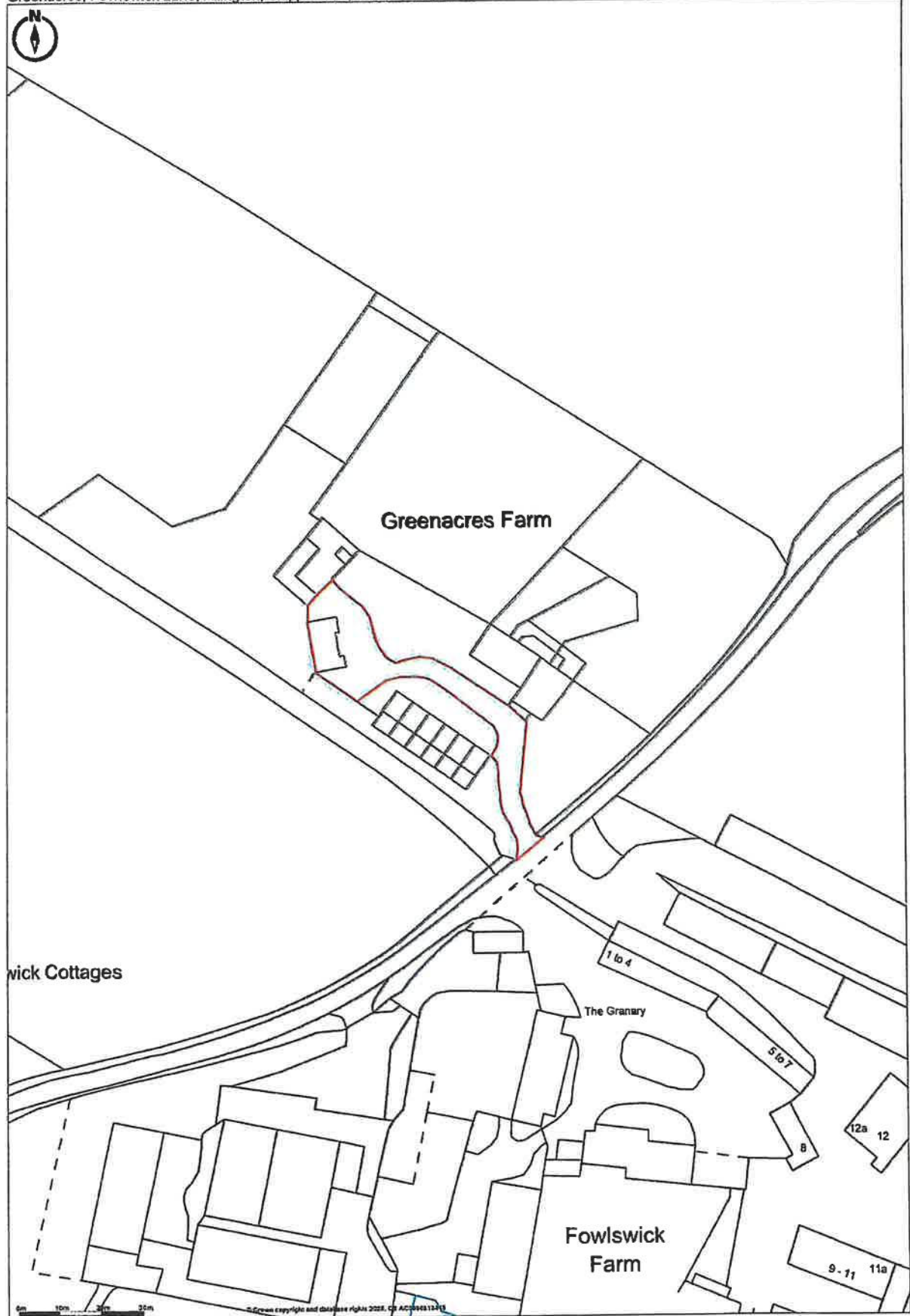
This marriage was solemnized between us, [Redacted] in the presence of us, [Redacted] Sally C. Taylor. [Redacted] Team Rector

I, John Alec Smith of St Paul's, Chippenham in the County of Wiltshire do hereby
give a copy of the Entry No. 4, in the Register Book of Marriages in the said Church.
WITNESS MY HAND this 20th day of June 1998 [Redacted] Team Rector

NOTICE:—It is an offence to falsify a certificate or to make or knowingly use a false certificate or a copy of a false certificate intending it to be accepted as genuine to the prejudice of any person or to
publish a certificate knowing it to be false without lawful authority.
NOTICE:—THIS CERTIFICATE IS NOT EVIDENCE OF THE IDENTITY OF THE PERSON PRESENTING IT.

**Statutory Declaration for
Tina Sharon Perry**

Exhibit Sheet – TSP3



**Statutory Declaration for
Tina Sharon Perry**

Exhibit Sheet – TSP4

THE SCHEDULE

Name of Local Planning Authority: NORTH WILTSHIRE DISTRICT COUNCIL
Monkton Park, Chippenham, SN15 1ER

NAME & ADDRESS OF AGENT:

R Cusack
Muirfield
The Street Little Somerford
Chippenham Wiltshire SN15 5JT

NAME & ADDRESS OF APPLICANT:

Mr M Singer
Heywoods Farm
Allington
Chippenham Wiltshire

BRIEF DETAILS OF APPLICATION:

Proposal: PROPOSED AGRICULTURAL WORKERS DWELLING

Location: Heywoods Farm Allington
Allington

Parish: CHIPPENHAM WITHOUT

Application Dated: 17/07/95
Permission Granted: 07/11/95

Application Registered 18/07/95

SUBJECT TO THE FOLLOWING CONDITIONS:

1. The development to which this permission relates shall be begun within a period of five years, commencing on the date of this notice.

Reason: To comply with the requirements of Section 91 of the Town & Country Planning Act, 1990.

2. The occupation of the dwelling hereby permitted shall be limited to a person solely or mainly employed, or last employed, in the locality in agriculture, as defined in Section 336(1) of the Town & Country Planning Act, 1990, or in forestry, including any dependents of such a person residing with him, or a widow or widower of such a person. ✓

Reason: The site is within an area where residential development for purposes other than the essential requirements of agriculture, or forestry, are not normally permitted.

3. The development hereby permitted shall not be commenced until details of the landscaping of the site, including wherever possible the retention of existing trees, have been submitted to, and approved in writing by, the local planning authority.

**Statutory Declaration for
Tina Sharon Perry**

Exhibit Sheet – TSP5

ASSURED SHORTHOLD TENANCY AGREEMENT

DATE

Click to Sign: [REDACTED]

THIS ASSURED SHORTHOLD AGREEMENT is made on the above date between

(1) **LANDLORD**
 Keith Martin Perry
 Heywood Farmhouse
 CHIPPENHAM
 Wiltshire
 SN14 6LS

SECOND LANDLORD
 Tina Sharon Perry
 Heywood Farmhouse
 CHIPPENHAM
 Wiltshire
 SN14 6LS

(which expression jointly and individually includes the Landlord's successors in title or assigns or mortgagees)

(2) **TENANT**
 (Jointly and Individually)
 Melanie Dawn Yexley
 171 Juniper Way
 BRISTOL
 BS32 0DP

(3) **GUARANTOR**
 Matthew Richard James Yexley
 171 Juniper Way
 Bradley Stoke
 Bristol
 BS32 0DP

THE PROPERTY

Including outside office, yard and all stable buildings.
 Greenacres Farm
 Fowlswick Lane
 Allington
 Chippenham
 Wiltshire
 SN14 6LT

THE TENANCY PERIOD from and including the 15th day of November 2013 to and including 14th day of November 2016.

"Tenancy" or "Tenancy Period" includes the whole of the period during which the Tenant remains in occupation of the Property

THE RENT for the term shall be £1,350.00 per calendar month payable on 15th day of each calendar month in advance. The first instalment(s) of such rent shall be paid from one account in cleared funds on or before the commencement of the Tenancy to

Chesterton Humberts Chippenham
 King's Head House
 35 Market Place
 Chippenham
 SN15 3HT

Bank
 Account Number
 Account Name
 Sort Code



Thereafter all such payments shall be made by standing order from one account to

Bank
 Account Number
 Account Name
 Sort Code



Chesterton Humberts is a trading name of Chesterton Global Limited. Registered Office 3rd floor Connaught House, 1-3 Mount Street, London, W1K 3NB
 Registered in England and Wales No 5334580

Initials	Initials

ASSURED SHORTHOLD TENANCY AGREEMENT

THE DEPOSIT [REDACTED] is paid by the Tenant to Chesterton Humberts to be held by Chesterton Humberts as Stakeholders which means that Chesterton Humberts hold the Deposit as independent third parties on the terms of clause 5. Chesterton Humberts is a member of the Tenancy Deposit Scheme.

THE LANDLORD'S AGENT means Chesterton Global Limited trading as Chesterton Humberts, 3rd floor Connaught House, 1-3 Mount Street, London, W1K 3NB ("the Agent")

THE LETTING

- 1 THE LANDLORD shall let and the Tenant shall take ALL THAT the Property TOGETHER WITH the Landlord's fixtures furniture appliances and effects ("the Contents") now in the Property as specified in an inventory signed by both parties ("the Inventory") for the Tenancy Period on the Terms and Conditions of this Tenancy Agreement

TENANTS OBLIGATIONS

- 2 THE TENANT agrees with the Landlord during the Tenancy as follows: -

Payments

- 2.1. To pay the Rent (without deduction) at the times and in the manner stated whether demanded or not and acceptance of cheques or other payments in settlement of rent drawn on accounts other than those of the Tenant shall be on the basis that any such payment is made on behalf of the Tenant and is not direct or indirect acceptance of such party as being the Tenant nor having any interest in the Property Any payments made after termination of the Tenancy or any notice to terminate the Tenancy are received or accepted only without prejudice to that notice which remains valid and in force
- 2.2. (i) To pay for all gas electricity water and sewage charges and fuel oil which shall be consumed on or supplied to the Property together with the amount of all rental and standing charges for their supply and for all telephone calls and other telephone services to pay for the costs of any reinstatement of the above services caused by the non payment of these charges also not to allow their disconnection
- (ii) To pay all Council Tax due
- (iii) To pay the licence fee for any television set(s) in the Property
- (iv) To pay for the repair or replacement of any batteries appliances light bulbs or equipment which form part of the Contents which have been damaged in any way or fallen into disrepair due to misuse or neglect by the Tenant
- 2.3. Where the Property is served by a septic tank or cesspit, to be responsible for the costs of emptying or cleaning such facilities as required during the Tenancy

Repairs and Damage

- 2.4. To keep the Property and the Contents in good tenable repair and condition and to deliver them up at the end of the Tenancy in as good a state of order and condition as they were at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and other insured risks excepted) and particularly to keep all water pipes baths sinks taps lavatories cisterns drainage systems and gulleys (where part of the Property) clear and freely running and to promptly repair or cause to be repaired any burst pipes or water storage tanks and clear any blockages to drains and wastepipes caused by the default or negligence of the Tenant (or any person acting on his behalf) and to meet those costs and to take all reasonable precautions to prevent the freezing or bursting of water pipes or storage tanks (taking into account any advice from the Agent or the Landlord) and to take and leave cisterns water closets and sinks free and clear from any obstruction
- 2.5. To make good repair replace or at the Landlord's option pay for any damage to the Property or the Contents (fair wear and tear damage by accidental fire and other insured risks only excepted) where caused by the Tenant and immediately to replace all broken or non-working batteries and light bulbs
- 2.6. To report immediately in writing to the Landlord or the Agent any damage disrepair defect or deficiency in the Property or of the Contents including any break in or theft by third parties and to be liable for any costs arising from failure to report such defect or deficiency and to pay for the repairing of the Property or the Contents where such cost is attributed to the misuse or neglect by the Tenant
- 2.7. Not to damage the Property or any part of it and not to block up darken or obstruct any window or lights in the Property and if any holes or damage are made by picture hooks or similar the Tenant at their expense will make these good by the end of the Tenancy

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ASSURED SHORTHOLD TENANCY AGREEMENT

- 2.8. Not to carry out or make any alteration to or redecoration of the Property without the previous consent in writing of the Landlord. In case of any breach of this provision by the Tenant the Tenant shall pay to the Landlord the entire cost of repair work or redecoration necessary to reinstate the Property to its condition at the commencement of the Tenancy.
- 2.9. Where the Property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to have the chimney swept as often as required. The Tenant is to provide an annual certificate or copy of the last receipt upon request by the Agent.
- 2.10. To take reasonable and prudent steps at all times to use and adequately heat and ventilate the Property in order to help prevent condensation, to include keeping windows, ventilators, air-bricks and "trickle" ventilators open and unobstructed and at all times using and keeping in service any extraction or ventilation fans provided. Where such condensation may occur, to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth to the Property, its fixtures and fittings.

User, Nuisance etc

- 2.11. To use the Property only as a private dwelling house for the occupation of the Tenant only and not to use the Property or any part for any illegal or immoral purpose nor for any sale by auction nor any public meeting for religious political or other purposes and not to carry out any profession trade or business at the Property.
- 2.12. Not to do or allow to be done in or upon the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the Superior Landlord (if any) or to the occupiers of any of the adjoining Property or which may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium and to repay the Landlord on demand all sums from time to time paid by way of increased premium.
- 2.13. To keep the garden and grounds (if any) free from weeds and litter and cultivate mow and manage them in a proper manner according to the season and not lop cut down damage or remove any plants trees or shrubs or garden fixtures or alter the layout of the garden and keep any entrance stairs or ways leading to the Property and yard terrace patio or pond clean and unobstructed and the Tenant agrees that if the Agent is of the opinion that the garden and lawns are not so kept then the Landlord or Landlord's Agent may at his discretion employ a gardener at the Tenants expense.
- 2.14. Not to keep or permit to be kept on the Property any pets or animals of any description without the previous consent in writing of the Landlord which consent the Landlord may at any time withdraw if any animal (so permitted) shall soil or damage any carpet rug fabric or other item and the Tenant will then pay the Landlord the cost of cleaning or replacing such carpet rug fabric or other item with a new one of good quality.
- 2.15. To pay and arrange for the removal of all vermin pests and insects if infestation begins during the Tenancy (woodworm and woodboring insects excepted) unless such infestation occurs as a failure of the Landlord to fulfil the Landlord's repairing obligations.
- 2.16. To ensure that all taps for all washbasins, baths, showers at the Property are run for a minimum period of five minutes a week so as to aid the prevention of Legionella.
- 2.17. Not to remove from the Property or store any of the Contents in any garage or outhouse without the written consent of the Landlord or the Landlord's Agents and to leave the same at the end of the Tenancy in the rooms and places as described in the Inventory and in the event of the Property or the Contents not being delivered up in all respects as agreed the Tenant shall pay the Landlord the cost incurred by the Landlord in cleaning and arranging the rooms in accordance with the Inventory.
- 2.18. Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and in particular between the hours of 11pm and 7am (unless otherwise notified in writing to the Tenant) not to play any such instrument or use any such equipment so as to be audible outside the Property.
- 2.19. Not to dry hang or display any clothes or other articles on the exterior of the Property and not to exhibit any poster notice banner advertisement or similar item on the exterior of the Property or so as to be visible from outside.
- 2.20. In the event of loss or damage by fire theft impact or other causes to immediately inform the Landlord or the Landlord's Agents and to give details to enable the Landlord to make a claim to the Landlord's Insurers.
- 2.21. To forward immediately upon receipt to the Landlord or the Agent any correspondence addressed to the Landlord which is delivered at the Property and to inform the Landlord or the Landlord's Agents immediately of any notice affecting the Property which may be served on the Tenant or left in the Property or otherwise come to the attention of the Tenant.

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Registered in England and Wales No 5334580

DocId: CF8448A7-1DBD-BC2F-4242-97532186C107

Signed using Agreement Express tina perry (15-Sep-13)

DocId: CF8448A7-1DBD-BC2F-4242-97532186C107

Signed using Agreement Express Keith Perry (17-Sep-13)

Initials	Initials

ASSURED SHORTHOLD TENANCY AGREEMENT

- 2.22. Not to keep any dangerous unsafe or offensive goods fuel provisions or materials or any stove paraffin heater or other appliance or any similar inflammable substance in the Property or do or allow to be done anything which would mean the insurance of the Property may become void invalid or cover refused or the premium increased
- 2.23. Not to change the supplier of any utility or TV satellite or cable service to the Property without the written consent of the Landlord or the Landlord's Agents being obtained and such consent shall not be unreasonably withheld.
- 2.24. To strictly observe and comply with all directions or notices imposed on the occupier of the Property received from any Local Authority or Fire Brigade and or any electricity or gas supplier
- 2.25. The Tenant is prohibited from parking caravans, trailers, boats, heavy goods, commercial or unlicensed vehicles at the Property without prior written consent from the Landlord
- 2.26. The Tenant shall not leave the Property vacant or unoccupied for more than 28 consecutive days, without first giving notice to the Landlord or the Agents

Keys, Alarms and Parking

- 2.27. To use keys and alarm systems so as not to invalidate any insurance on the Property or the Contents, and not to change any locks or keys or alarm codes or cut additional copies of keys, except in an emergency, without the prior written consent of the Landlord or the Landlord's agents.
- 2.28. To hand to the Landlord or the Landlord's Agents, upon any change of or replacement of locks or installation of additional locks, a set of new keys within 48 hours of receipt.
- 2.29. In the event that any alarm code is changed then to immediately notify the Landlord or the Landlord's Agents in writing of the new code.
- 2.30. If any key or keys (listed upon the Inventory) have become lost during the Tenancy then to replace these at the Tenants own cost or alternatively to pay to the Agent the costs incurred by them for each set of keys which needs to be replaced plus an administrative charge of £20 plus VAT
- 2.31. It is the Tenants responsibility to verify entitlement for residential parking as run by the applicable Local Authority, for the avoidance of doubt, the granting of this Tenancy does not imply the right of the Tenant to obtain a Parking Permit

No Transfer of Tenancy

- 2.32. Not to assign this Agreement, underlet, part with or share possession or occupation of the Property (or any part of it or any of the Contents).

Access for Landlord's and Landlord's Agent

- 2.33. To permit the Landlord and the Agent with or without contractors and workmen and others (nominated by the Landlord) at all reasonable times and as often as may be necessary upon the Landlord giving to the Tenant reasonable notice (except in the case of emergency) to enter and examine the state and condition of the Property and to carry out any works which may be necessary to maintain the structure and fabric of the Property (or the building of which the Property forms part) The Landlord or the Agent may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done and for which the Tenant is liable and if the Tenant shall not within ten days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or the Agent to enter upon the Property and execute such repairs and the costs shall be a debt due from the Tenant to the Landlord and be immediately recoverable by action
- 2.34. To permit the Landlord or the Agent during the last two months of the Tenancy and on reasonable notice to enter the Property during normal working hours (including Saturdays) together with any prospective tenants or purchasers to view the Property and in case it shall not be convenient for the Tenant to be at the Property at the time or any such viewing to make the keys available to the Agent so that such agent may escort prospective tenants or purchasers over the Property
- 2.35. If the Tenant or any agent appointed by the Tenant shall not keep any appointment made by the Landlord or the Agent to check the Inventory at the start of the Tenancy to pay the additional cost incurred in making and attending a second appointment to check the inventory

Landlord's Costs upon Tenant Default

- 2.36. To pay to the Landlord all reasonable legal and other costs and disbursements (and VAT where appropriate) incurred by the Landlord in enforcing or attempting to enforce (whether by legal process including correspondence or otherwise) the provisions of this Agreement including recovering rent or other monies payable under the provisions of this Agreement or

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ASSURED SHORTHOLD TENANCY AGREEMENT

recovering possession of the Property for any reason whatsoever or any other action arising out of any breach non-performance or non-observance by the Tenant of the provisions of this Agreement

At the end of the Tenancy

- 2.37. If the Tenants goods or any of them shall not have been removed fully from the Property at the end of the Tenancy (i) to pay to the Landlord damages at a rate equal to the rent then payable for the Property until the Tenant shall have removed all such goods and (ii) to pay the Landlord any additional expense incurred by the Landlord in checking the Inventory (which cannot be checked until all such goods have been removed)
- 2.38. To hand to the Landlord or the Agent all keys swipe cards or remote controls to the Property (as listed in the Inventory) including all window locks, burglar alarm keys and keys to any garage
- 2.39. In particular by the end of the Tenancy to clean all windows and wash all net curtains and to either clean or pay for the washing cleaning and ironing of all sheets linens blankets carpets upholstery curtains or similar articles where included in the letting and to leave the Property and Contents clean and to at least the same state as at the beginning of the Tenancy
- 2.40. To give up the Property with vacant possession and in accordance with all the Tenants obligations in this Tenancy Agreement
- 2.41. To pay for any additional copies of the inventory and check in report requested by and provided to the tenant
- 2.42. If the Tenant is unable to attend the check out to pay for a second appointment for the inventory clerk to attend a second check out.
- 2.43. To provide a forwarding address for correspondence and the return of the Deposit, to the Landlord or Agent at the end of the Tenancy. If a forwarding address is not provided the deposit holder will be unable to return the deposit.

LANDLORD'S OBLIGATIONS

3 THE LANDLORD agrees with the Tenant during the Tenancy Period as follows: -

- 3.1. To keep in good repair the exterior of the Property and to keep all sinks sanitary ware and heating equipment supplied by the Landlord in good working order (except repairs rendered necessary by the negligence of or misuse by the Tenant)
- 3.2. That the Tenant paying the rent and performing and observing all obligations on the Tenants part may quietly possess and enjoy the Property during the Tenancy Period without any interruption by the Landlord
- 3.3. To ensure that the Property and the Contents are fully insured against fire and such other risks as necessary
- 3.4. To maintain and keep in good repair all appliances forming part of the Contents except where the Tenant is liable for the cost of repair or maintenance
- 3.5. To have an annual safety report carried out by a Gas Safe registered engineer on any gas fires appliances or pipe work in the Property and to carry out any works required in order to keep these safe
- 3.6. To keep any electrical wiring or plugs and sockets in the Property safe and to maintain or replace any electrical equipment forming part of the Contents except where these become unsafe or damaged as a result of the Tenants damage misuse or neglect

PROVISOS

4 PROVIDED ALWAYS and it is hereby agreed as follow:-

- 4.1. If the Rent or any part of it (whether formally demanded or not) shall be unpaid for fourteen days after the day on which it is payable or in the event of any breach by the Tenant of any of the Tenants Agreements or obligations then the Landlord may at any time thereafter re-enter and take possession of the Property together with the Contents subject to obtaining a Court Order to do so and then the Tenancy shall cease and be determined but without prejudice to any right of action of either party in respect of any breach of any of the Agreements herein
- 4.2. In this Agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression "the Landlord" and "the Tenant" and "the Guarantor" covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and individually and to be performed accordingly
- 4.3. Any demand for payment or notice made upon or to be served on or given to the Tenant under this Agreement or under any statute shall unless the said statute otherwise requires be well and sufficiently made served or given if delivered by hand or sent by first class post registered letter post or the recorded delivery service to the Property or the Tenant at the

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Tenant's last known address and if so posted shall be deemed to be received or given to the Tenant 48 hours after posting

- 4.4. Any notice to be served or given to the Landlord or the Agent by the Tenant, under this Agreement or under any statute shall only be deemed validly served or given if sent in writing in the following methods; by email, delivered by hand or sent by first class post, registered letter post, recorded delivery service, courier or in person to the Landlord's or Agent's address or email address, unless the statute states otherwise.
- 4.5. The Tenant shall pay to the Agent an administration fee of £185 + VAT upon the commencement of the Tenancy. The Tenant shall pay to the Agent an administration fee of £80 + VAT upon the commencement of any renewal to the Tenancy and which may be deducted from any Deposit, should it remain unpaid at the determination of the Tenancy.
- 4.6. If in whole or in part any term provision or obligation of this Agreement shall be held by a Court to be invalid void unenforceable or contrary to the Housing Act 1988 such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or obligations of the Agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated
- 4.7. If the Property or any part of it shall at any time be destroyed or so damaged by any of the risks against which the Landlord shall have insured as to be unfit for occupation or use and the relevant policy of insurance effected by the Landlord shall not have been invalidated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of the Tenant then the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use
- 4.8. If the Landlord and the Tenant do not agree on the fair proportion payable under subclause (4.7) either may at any time apply to an independent arbitrator to act as an expert in determining the dispute and whose decision (including its decision as to costs) shall be final and binding on both parties
- 4.9. All arrears of rent or other monies due to the Landlord will bear interest at 5% per annum over Barclays Bank Plc's base lending rate calculated on a daily basis from the day due until payment in full is made
- 4.10 The Tenant notes and acknowledges that for periods of time during and possibly after the fixed term of this Tenancy building works may occur to the exterior of the building of which the Property forms a part and that scaffolding will be erected around the Property. The Tenant acknowledges that the timing nature location and duration of such works and any scaffolding is completely outside the control of the Landlord or their agent. Accordingly the Tenant agrees and acknowledges that the Tenant will not at anytime during or after their occupation of the Property seek to argue or claim that the presence of such scaffolding or the related buildings works gives rise to any obligation or liability on the part of the Landlord or the Agent.
- 4.11 This Agreement is subject to the jurisdiction of the courts in England and Wales

DEPOSIT AND DILAPIDATIONS CLAIMS

- 5.1. Deductions may be made from the Deposit according to clause 5.6 below at the end or sooner determination of the Tenancy.
- 5.2. A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the Deposit holder (this is attached to the end of this Agreement).
- 5.3. The Deposit holder will register the Deposit and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance in the form of the Tenancy Deposit Certificate. If the Deposit holder fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
- 5.4. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is explained in the Addendum to this Tenancy Agreement shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- 5.5. All interest earned will be kept by the Deposit holder.
- 5.6. The Deposit has been taken for the following purposes:-

- (i) Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing

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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.

(ii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenants obligations under the Tenancy Agreement, including those relating to the cleaning of the Property, its fixtures and fittings.

(iii) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.

(iv) 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.

(v) Any monies due to the Agent which the Tenant has been made aware (further details of which appear in the Tenant's Terms of Offer) and which remain unpaid after the end of the Tenancy being fees incurred by the Tenant as a result of their actions or inactions or requests to the Agent.

5.7. The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd
PO Box 1255
Hemel Hempstead
Hertfordshire
HP1 9GN

phone 0845 226 7837
email deposits@tds.gb.com
fax 01442 253 193

5.8. At the end of the Tenancy:-

(i) The Landlord or the property manager must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit. They will inform the Tenant of the specific deductions as soon as practicable and the Tenant must allow for the time required to calculate deductions, including but not limited to; arranging quotes to rectify cleanliness, damage, replacement items, final utility payments where the Tenant has not provided proof of payment and labour to return furnishings to original positioning.

(ii) If there is no dispute the Deposit holder will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement upon receipt of written notification from both the Landlord and Tenant. Where there is no dispute, and upon receipt of said notification, payment of the Deposit or any balance of it will be made within 10 calendar days by the Deposit holder.

(iii) Where possible, The Tenant should try to inform the Deposit holder in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit 10 calendar days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of the scheme and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

(iv) If, after 10 days following notification of a dispute to the Deposit holder and all reasonable attempts to resolve any differences of opinion in those 10 days, 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 (subject to the next sub-clause below). All parties agree to co-operate with the adjudication. A dispute cannot be submitted by the Landlord, Tenant or Agent any later than 3 months after the termination, or earlier ending, of the Tenancy and the Tenant vacating the Property.

(v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub-clauses 5.8 (i-iv) above.

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ASSURED SHORTHOLD TENANCY AGREEMENT

- 5.9. In the event that the Tenant shall be more than one person, the notification from any one person included in the Tenancy shall be sufficient discharge for the Deposit holder and the Landlord for the return of any monies or any part of the Deposit or to bring a dispute to The Dispute Service.

GUARANTEE

- 6 In consideration of the Landlord granting this Tenancy the Guarantor hereby (jointly and individually) undertake(s) and agrees with the Landlord as follows:-

- 6.1. That the Tenant shall pay the rent reserved by this Agreement on the days specified and shall perform and observe all the Tenants Agreements and obligations contained in it for the whole period of the Tenancy
- 6.2. That in the case of default in the payment of such rents or in the performance or observance of such obligations the Guarantor shall pay and make good to the Landlord on demand all such rents losses damages costs and expenses thereby arising or incurred including all costs of any claim against the Tenant and/or the Guarantor
- 6.3. **PROVIDED THAT** no variation of the terms of this Agreement nor any neglect or delay by the Landlord in endeavouring to obtain payment of the rents reserved by this Agreement when due or to enforce performance or observance of the Tenants obligations nor any time for payment which may be given to the Tenant by the Landlord nor any surrender of this Tenancy shall release or exonerate or in any way affect the liability of the Guarantor under this clause
- 6.4. This guarantee and the obligations under it by the Guarantor to pay the Rent specified or other monies properly due if the Tenant defaults will extend to any period under which the Tenant remains in occupation of the Property following expiry of the contractual Tenancy Period

NOTICES

- 7 The Landlord gives the following Notices to the Tenant

- (i) The Landlord gives notice to the Tenant under Section 48(1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address for the Landlord stated in the Tenancy Agreement or alternatively at the offices of the Agent as stated in the Tenancy Agreement
- (ii) The Landlord further gives notice to the Tenant that the Landlord may be entitled to possession of the Property on Ground 8 in Part 1 of Schedule 2 of the Housing Act 1988 or on any of the Grounds in Part II of that Schedule (other than Ground 9 or Ground 16)

DATA PROTECTION ACT 1998

8. The Tenant hereby consents to the Landlord and the Agent processing data including any information or personal details on or of the Tenant as defined by the Data Protection Act 1998. This includes an Agreement by the Tenant that the Landlord or the Agent may provide the Tenant's name and address and other contact details to third parties including but not limited to referencing companies, utility providers, the Local Authority and the appropriate Tenancy Deposit Scheme provider

THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

9. The parties hereby declare that under Regulation 8(3) of the above Regulations the right to cancel this Tenancy Agreement and any guarantee afforded to the Tenant or any Guarantor by the above Regulations does not apply and accordingly there is no right on the part of the Tenant to cancel this Tenancy Agreement or the Guarantor to cancel the guarantee contained in it once the Tenancy Agreement has been exchanged and completed between the parties and the Tenant has taken occupation of the Property

10. SPECIALLY NEGOTIATED CLAUSES (these clauses have been specially negotiated between the Landlord and Tenant)

- 10.1 It is further agreed between the Landlord and Tenant that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on The Property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy.

- 10.2 The Landlord agrees that the Tenant has the right to terminate the Tenancy on 14 November 2014 or a later date by giving a minimum of one calendar month prior notice in writing to the Landlord or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

The Tenant agrees that the Landlord has the right to terminate the Tenancy on 14 November 2014 or a later date by giving a minimum of two calendar months prior notice in writing to the Tenant and the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

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It is further agreed between the Landlord and Tenant that the Landlord will have The Property professionally cleaned, including carpets, all coverings, cupboards and windows at his own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense.

It is further agreed between the Landlord and Tenant that the Tenant will refrain from smoking and will prohibit any third party from smoking in The Property for the duration of the Tenancy.

It is further agreed between the Landlord and Tenant, pursuant to Clause 2.14, the Landlord grants permission for the Tenant to keep his two pet cocker spaniel dogs named Ollie & Louis ("The Pet") in The Property for the duration of the Tenancy and the Tenant hereby undertakes and agrees to remedy or pay for any damage caused to The Property and/or contents of The Property, including replacing carpets and fumigating The Property at the termination of The Tenancy which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage caused shall not be deemed to be fair wear and tear. The Landlord reserves the right to withdraw this permission at any time.

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ASSURED SHORTHOLD TENANCY AGREEMENT

SIGNED by the Landlord/Tenant

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Signed using Agreement Express	Keith Perry (17-Sep-13)

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ADDENDUM

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

1 Address of the Property to which the Tenancy relates

Greenacres Farm
Fowlswick Lane
Allington
Chippenham
Wiltshire
SN14 6LT

Details of the Deposit holder(s)

2	Name	Chesterton Humberts
3	Actual address	King's Head House, 35 Market Place, Chippenham, SN15 3HT
4	E mail address	lettings.chippenham@chestertonhumberts.com
5	Telephone number	01249 382 101
6	Fax number	020 7629 1827

Details of Tenant(s)

7 Name(s)

Ms Melanie Dawn Yexley

8 Address(es) for contact after the Tenancy ends

1st Line of address heywood farm house

2nd Line of address heywood farm

3rd Line of address allington

Town and County chippenham, wiltshire

Postcode sn14 6ls

9 E mail address(es)

10 Mobile number(s)

11 Fax number(s)

Please provide the details requested in 7-11 for each Tenant and for other relevant persons (i.e. agent, Guarantor paying the Deposit etc)

The Deposit

12 The Deposit is

13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and

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provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

- 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 Chesterton Humberts.

At the end of the Tenancy

- 15 The Deposit will be released following the procedures set out in clauses 5.1 to 5.9 of the Tenancy Agreement attached.
- 16 Deductions may be made from the Deposit according to clauses 5.1 to 5.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
- 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
- 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 circumstances, the Member must do the following:
- 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.
 - determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
 - 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.
- 19 A formal record of these activities should be made, supported by appropriate documentation.
- 20 Following sufficient time (usually at least six 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 by the Member from its own resources.
- 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.

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information. 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.

Signed by the Tenant(s)/Landlord(s)

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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

phone 0845 226 7837

web www.thedisputeservice.co.uk

email Deposits@tds.gb.com

fax 01442 253193

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.

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What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants



Tel 0845 226 7837

Fax 01442 253 193

Email: deposits@tds.gb.com

www.tds.gb.com

Tenancy Deposit Scheme, PO Box 1255, Hemel Hempstead, Herts, HP1 8GN

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What is TDS?

The Tenancy Deposit Scheme (TDS) is run by The Dispute Service Ltd. It is an insurance-backed tenancy deposit protection scheme authorised by the government.

TDS has two main roles:

- To protect deposits.
- To help resolve disputes about deposits.

What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.

Tenancy deposit protection means

- protecting a tenant's deposit with a government-authorised scheme such as TDS;
- providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:

- Custodial – this is where the scheme itself holds the deposit during the tenancy.
- Insurance backed – this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that tenants will always get back the money to which they are entitled. TDS is an insurance-backed scheme.

Each tenancy deposit scheme has its own rules setting out in detail how it operates. The TDS Rules are available from the TDS website and on request.

What are the legal requirements?

These are contained in sections 212–215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.

The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit. To protect a deposit with TDS, the landlord or agent needs to belong to the scheme, register the deposit on the TDS tenancy database, and pay a membership subscription or deposit protection charge.

A TDS member (landlord or agent) must also give the tenant 'prescribed information'. This information is set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes the contact details of the landlord and tenant, the rented property's address, the deposit amount and this leaflet. The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

What is the Tenancy Deposit Scheme? (Fifth edition)
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Tenants must be given the opportunity to:

- check any document the landlord provides containing prescribed information; and
- sign it to confirm the information is accurate.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit. If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

Is my deposit protected?

Tenants can check if their deposit is registered with TDS by visiting www.tds.org.uk. If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

What happens to the deposit after the landlord or agent receives it?

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy?

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, any of the parties can ask TDS to resolve the dispute.

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ASSURED SHORTHOLD TENANCY AGREEMENT

If there is a dispute, what happens to the deposit?

The landlord or agent can make a payment from the deposit if:

- both landlord and tenant have agreed, or
- the court has ordered the deposit to be paid, or
- TDS directs them to send the money to TDS.

Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

How are disputes resolved?

The person who wishes to send the dispute to TDS can do this online or by completing a **Dispute Application Form** giving details of the dispute, and any relevant supporting documents.

The deposit holder must then send the disputed amount to TDS. It will copy the dispute details to the other parties and give them 10 working days to consent to TDS resolving the dispute, respond to the claim, and send in their evidence.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute. If landlords and agents do not reply, they are treated as consenting. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for giving evidence.

Within a further 10 days of the adjudicator's decision, TDS will pay the amount due to each party.

The adjudicator's decision will be based only on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in **The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes** at www.tds.gb.com.

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

- Make every practical effort – over a reasonable period of time but not for longer than it would take TDS to resolve a dispute – to contact the (ex-)tenant/landlord using information readily available.
- Assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do.

What is the Tenancy Deposit Scheme? (Fifth edition)
Revised March 2013
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Registered in England and Wales No 5334580

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Doc#: CF8449A7-1DBD-8C2F-4242-97532186C107

Signed using Agreement Express	tina perry (15-Sep-13)
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Doc#: CF8449A7-1DBD-8C2F-4242-97532186C107

Signed using Agreement Express	Kelth Perry (17-Sep-13)
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Initials	Initials

ASSURED SHORTHOLD TENANCY AGREEMENT

- Split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account'.

The deposit holder should make a formal record of these activities and support it with suitable documents.

After enough time (usually at least six years) has passed from the last contact with the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

Is adjudication better than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

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How much does it cost?

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website

TDS makes no charge to tenants for protecting the deposit – although landlords or agents may pass on their subscriptions to their tenants as part of the tenancy costs. There is no charge to landlords, tenants or agents for having a dispute resolved

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

Our guarantee of impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes. The scheme's Head of Adjudication is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at www.tds.org.uk.

Data Protection

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes. From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

Contact details

Tenancy Deposit Scheme operated by
The Dispute Service Limited
PO Box 1255
Hemel Hempstead
Herts HP1 8GN

Tel: 0845 220 7837
Fax: 01442 253 183
Web: www.tds.org.uk
Email: deposits@tds.org.uk

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Signed using Agreement Express	Kalith Perry (17-Sep-13)
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Initials	Initials

King's Head House, 35 Market Place,
Chippenham, Wiltshire, SN15 3HT
Tel (01249) 382114

Mr K & Mrs T Perry
Heywood Farmhouse
CHIPPENHAM
Wiltshire
SN14 6LS

14 September 2013

SUBJECT TO CONTRACT & REFERENCES

Dear Mr & Mrs Perry

Re: Greenacres Farm, Fowlswick Lane, Allington, Chippenham, Wiltshire, SN14 6LT

Further to our discussion we are writing to confirm the terms agreed for the tenancy at your property, as outlined below -

Tenant(s):

The tenancy to be an Assured Shorthold Tenancy in the name of Ms Melanie Dawn Yexley

Occupier(s):

The property to be for the occupation of Ms Melanie Dawn Yexley

Guarantor:

Mr Matthew Richard James Yexley

Term:

15th November 2013 to 14th November 2016

Rental:

Landlord Breakclause:

The tenancy agreement includes a breakclause for the landlord at ten calendar months giving two calendar months notice resulting in a minimum term of 12 calendar months.

Tenant Breakclause:

The tenancy agreement includes a breakclause for the tenant at eleven calendar months giving one calendar month notice resulting in a minimum term of 12 calendar months.

Deposit:

A deposit of [REDACTED] to be held by Chesterton Humberts.

Conditions:

It is further agreed that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on the property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy

It is further agreed between the Landlord and Tenant that the Landlord will have The Property professionally cleaned, including carpets, all coverings, cupboards and windows at his own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense.

It is further agreed between the Landlord and Tenant that the Tenant will refrain from smoking and will prohibit any third party from smoking in The Property for the duration of the Tenancy.

It is further agreed between the Landlord and Tenant, pursuant to Clause 2.14, the Landlord grants permission for the Tenant to keep his two pet cocker spaniel dogs named Ollie & Louis ("The Pet") in The Property for the duration of the Tenancy and the Tenant hereby undertakes and agrees to remedy or pay for any damage caused to The Property and/or contents of The Property, including replacing carpets and fumigating The Property at the termination of The Tenancy which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage caused shall not be deemed to be fair wear and tear. The Landlord reserves the right to withdraw this permission at any time.

We enclose the Tenancy Agreement as attached for your attention. Kindly:

- ☐ **Sign each page where prompted**
- ☐ **Do not date the agreement**

Please return the agreement to us as soon as practicable so as not to delay the commencement of the Tenancy and please ensure any special conditions that require your attention are completed prior to the Tenancy start date.

Our standard Tenancy Agreement was prepared in association with our legal advisors and has been regularly updated to comply with current legislation. It forms a legally binding contract between you and the tenant. If you are unsure of any of its contents or your rights and obligations, we recommend you consult a solicitor.

Should you have any queries or require any further information, please do not hesitate to contact us.

Yours sincerely

Michelle Mortimer
Property Management Consultant
CHESTERTON HUMBERTS
Enc.



ASSURED SHORTHOLD TENANCY AGREEMENTDATE 1st November 2016

THIS ASSURED SHORTHOLD TENANCY AGREEMENT is made on the above date between

(1) LANDLORD ONE

(which expression jointly and individually includes the Landlord's successors in title or mortgagees)

Keith Martin Perry
 Heywood Farmhouse
 Ailington
 Chippenham
 Wiltshire
 SN14 6LS

LANDLORD TWO

Tina Sharon Perry
 Heywood Farmhouse
 Ailington
 Chippenham
 Wiltshire
 SN14 6LS

(2) TENANT ONE

(Jointly and individually)

Melanie Dawn Yexley
 Greenacres Farm
 Fowlswick Lane
 Ailington
 Chippenham
 Wiltshire
 SN14 6LT

TENANT TWO**(3) GUARANTOR****THE PROPERTY**

(Including outside office, yard and all stable buildings)

THE TENANCY PERIOD from and including the 1st day of November 2016 to and including 31st day of October 2019
 "Term" "Tenancy" or "Tenancy period" Includes the whole of the period during which the Tenant remains in occupation of the property.

THE RENT for the term shall be [REDACTED] for November and December with an increase to [REDACTED] per calendar month from 1st January 2017, payable on day of each month in advance. The first instalment of such rent shall be paid from one account in cleared funds on or before the commencement of the Tenancy to

Bank
 Account Number
 Account Name
 Sort Code

THE DEPOSIT [REDACTED] is paid by the Tenant to Michael Antony to be held by the Deposit Protection Scheme of which Michael Antony is a member

THE LANDLORDS AGENT MEANS Michael Antony, 56a New Road, Chippenham, Wiltshire SN15 1ES

ASSURED SHORTHOLD TENANCY AGREEMENT

THE LETTING

- 1 THE LANDLORD shall let and the Tenant shall take ALL THAT the property TOGETHER WITH the Landlord's fixtures, furniture, appliances and effects ("the contents") now in the property as specified in an Inventory signed by both parties ("the inventory") for the Tenancy Period on the Terms and Conditions of this Tenancy Agreement

TENANTS OBLIGATIONS

- 2 THE TENANT agrees with the Landlord during the Tenancy as follows:-

Payments

- 2.1 To pay the rent (without deduction) at the times and in the manner stated whether demanded or not and acceptance of cheques or other payments in settlement of rent drawn on accounts other than those of the Tenant shall be on the basis that any such payment is made on behalf of the Tenant and is not direct or indirect acceptance of such party as being the Tenant nor having any interest in the Property. Any payments made after termination of the Tenancy or any notice to terminate the Tenancy are received or accepted without prejudice to that notice which remains valid and in force
- 2.2 (i) To pay for all gas, electricity, water and sewerage charges and fuel oil which shall be consumed on or supplied to the Property together with the amount of all rental and standing charges for their supply and for all telephone calls and other telephone services, to pay for the costs of any reinstatement of the above services caused by non-payment of these charges also not to allow for their disconnection
- (ii) To pay all Council Tax due
- (iii) To pay the licence fee for any television set(s) in the Property
- (iv) To pay for the repair or replacement of any batteries, appliances, light bulbs or equipment which form part of the Contents which have been damaged in any way or fallen into disrepair due to misuse or neglect by the Tenant
- 2.3 Where the Property is served by a septic tank or cesspit, to be responsible for the costs of emptying or cleaning such facilities as required during the Tenancy

Repairs and Damage

- 2.4 To keep the property on good tenantable repair and condition and to deliver them up at the end of the Tenancy in as good a state of order and condition as they were at the commencement of the Tenancy (fair wear and tear and damage by accidental fire and other insured risks accepted) and particularly to keep all water pipes, baths, sinks taps lavatories cisterns, drainage systems and gulleys (where part of the Property) clear and freely running and to promptly repair or cause to be repaired any burst pipes or water storage tanks and clear any blockages to drains and waste pipes caused by the default or negligence of the Tenant (or any person acting on his behalf) and to meet those costs and to take all precautions to prevent the freezing or bursting of water pipes or storage tanks (taking into account any advice from the Agent or the Landlord) and to leave cisterns water closets and sinks free from any obstruction

ASSURED SHORTHOLD TENANCY AGREEMENT

- 2.5 To make good and repair, replace or at the Landlord's option pay for any damage to the Property or the Contents (fair wear and tear, damage by accidental fire and other insured risks only accepted) where caused by the Tenant and immediately to replace all broken or nonworking batteries and light bulbs
- 2.6 To report immediately in writing to the Landlord or the Landlord's Agent any damage, disrepair, defect, or deficiency in the Property or of the contents including break in or theft by third parties and to be liable for any costs arising from failure to report such defect or deficiency and to pay for the repairing of the Property or the Contents where such costs is attributed to the misuse or neglect by the Tenant
- 2.7 Not to damage the Property or any part of it and not to block up darken or obstruct any window or lights in the property and if any holes or damage are made by picture hooks or similar the Tenant at their expense will make these good by the end of the Tenancy
- 2.8 Not to carry out or make any alteration to or redecoration of the Property without the previous consent in writing of the Landlord. In case of any breach of this provision by the Tenant, the Tenant shall pay to the Landlord the entire cost of repair work or redecoration necessary to reinstate the Property to its condition at the commencement of the Tenancy
- 2.9 Where the property has a chimney that is used by a solid fuel appliance and the Tenant uses the solid fuel appliance the Tenant agrees to have the chimney swept as often as required. The Tenant is to provide an annual certificate or copy of the last receipt upon request by the Landlord's Agent
- 2.10 To take reasonable and prudent steps at all times to use and adequately heat and ventilate the Property in order to help prevent condensation, to include keeping windows, ventilators, air bricks and trickle ventilators open and unobstructed and at all times using and keeping in service any extraction or ventilation fans provided. Where such condensation may occur, to promptly wipe down and clean surfaces as required from time to time to stop build-up of mould growth to the Property its fixtures and fittings

User, nuisance etc

- 2.11 To use the property only as a private dwelling for the occupation of the Tenant only and not to use the Property or any part for immoral purpose nor for any sale by auction nor public meeting for religious, political or other purposes and not to carry out any profession trade or business at the Property.
- 2.12 Not to do or allow to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord or the Superior Landlord (if any) or to the occupiers of any of the adjoining Property or which may invalidate any insurance of the Property against fire or otherwise or increase the ordinary premium and to repay the Landlord on demand all sums from time to time paid by way of increased premium
- 2.13 To keep the garden and grounds (if any) free from weeds and litter and cultivate mow and manage them in a proper manner according to the season and not lop down damage or remove any plants, trees or shrubs or garden fixtures or alter the layout of the garden and keep any entrance stairs or ways leading to the property and yard, terrace, patio or pond clean and unobstructed and the Tenant agrees that if the Agent is of the opinion that the garden and lawns are not so kept then the Landlord or Landlord's Agent may at his discretion employ a gardener at the Tenant's expense
- 2.14 Not to keep or permit to be kept on the Property any pets or animals of any description without the previous consent in writing by the Landlord, which consent the Landlord may at any time withdraw if any animal (so permitted) shall soil or damage any carpet, rug, fabric or other item and the Tenant will then pay the Landlord the cost of cleaning or replacing such carpet, rug fabric or other item with a new one of good quality

ASSURED SHORTHOLD TENANCY AGREEMENT

- 2.15 To pay and arrange for the removal of all vermin, pest and insects if infestation begins during the tenancy (woodworm and wood boring insects excepted) unless such infestation occurs as a failure of the Landlord to fulfil the Landlord's repairing obligations
- 2.16 To ensure that all taps for all washbasins, baths and showers at the Property are run for a minimum period of five minutes a week so as to aid the prevention of Legionella
- 2.17 Not to remove from the Property or store any of the contents in any garage or outhouse without the written consent of the Landlord or the Landlord's Agent and to leave the same at the end of the Tenancy in the rooms and places as described in the Inventory and in the event of the Property or its contents not being delivered to us in all respects as agreed the Tenant shall pay the Landlord the cost incurred by the Landlord in cleaning and arranging the rooms in accordance with the inventory
- 2.18 Not to play any musical instrument or use any sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents and in particular between the hours of 11pm and 7am (unless otherwise notified in writing to the Tenant) not to play any such instrument or use any such instrument or use any such equipment so as to be audible outside the Property
- 2.19 Not to dry or display any clothes or other articles on the exterior of the property and not to exhibit any poster notice banner or similar item on the exterior of the Property or so as to be visible from outside
- 2.20 In the event of loss or damage by fire theft impact or other causes to immediately inform the Landlord or the Landlord's Agents and to give details to enable the Landlord to make a claim to the Landlord's Insurers
- 2.21 To forward immediately upon receipt to the Landlord or the Agent any correspondence addressed to the Landlord which is delivered at the Property, and to inform the Landlord or the Landlord's Agent immediately of any notice affecting the Property which may be served on the Tenant or left in the Property or otherwise come to the attention of the Tenant
- 2.22 Not to keep any dangerous unsafe or offensive fuel provisions or materials or any stove paraffin heater or other appliance or any similar inflammable substance in the Property or do so allow to be done anything which would mean the insurance of the Property may become void, invalid or cover refused or the premium increased
- 2.23 Not to change the supplier of any utility or TV satellite or cable service to the Property without the written consent of the Landlord or the Landlord's Agent being obtained and such consent shall not be unreasonably withheld
- 2.24 To strictly observe and comply with all directions or notices imposed on the occupier of the Property received from any Local Authority or Fire Brigade and or any electricity or gas supplier
- 2.25 The Tenant is prohibited from parking caravans, boats, trailers, heavy goods, commercial or unlicensed vehicles at the Property without written consent from the Landlord
- 2.26 The Tenant shall not leave the Property vacant or unoccupied for more than 28 consecutive days, without first giving notice to the Landlord or the Agents

ASSURED SHORTHOLD TENANCY AGREEMENT

Keys, Alarms and Parking

- 2.27 To use keys and alarm systems so as not to invalidate any insurance on the Property or the Contents, and not to change any locks or keys or alarm codes or cut additional copies of keys except in an emergency without the prior consent of the Landlord or the Landlord's Agent
- 2.28 To hand to the Landlord or the Landlord's Agent upon any change of or replacement of locks or installation of additional locks a set of new keys within 48 hours of receipt
- 2.29 In the event that an alarm code is changed then to immediately notify the Landlord or the Landlord's Agent in writing of the new code
- 2.30 If any key or keys (listed upon the Inventory) have become lost during the Tenancy then to replace these at the Tenant's own cost or alternatively to pay the Agent the costs incurred by them for each set of keys which need to be replaced plus an administrative charge of £24. Where keys have been lost by or stolen from the Tenant and it is deemed necessary by the Landlord or the Landlord's Agent to replace the locks to the Property and/or the building the Property is contained in, the Tenant will be liable for the cost incurred
- 2.31 It is the Tenant's responsibility to verify entitlement for residential parking as run by the applicable Local Authority, for the avoidance of doubt, the granting of this Tenancy does not imply the right of the tenant to obtain a Parking Permit

No Transfer of Tenancy

- 2.32 Not to assign this Agreement, underlet, part with or share possession or occupation of the Property (or any part of it or any of the contents).

Access for Landlord's and Landlord's Agent

- 2.33 To permit the Landlord and the Agent with or without contractors and workmen and others (nominated by the Landlord) at all reasonable times and as often as may be necessary upon the Landlord giving the Tenant reasonable notice (except in the case of an emergency) to enter and examine the state and condition of the Property and to carry out any works which may be necessary to maintain the structure and fabric of the Property (or the building of which the Property forms part of) The Landlord or the Agent may serve upon the Tenant notice in writing specifying any repairs or works necessary to be done and for which the Tenant is liable and if the Tenant shall not within 10 days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or the Agent to enter upon the Property and execute such repairs and the costs shall be debt due from the Tenant to the Landlord and be immediately recoverable by action
- 2.34 To permit the Landlord or the Agent during the last two months of the Tenancy and on reasonable notice to enter the Property during normal working hours (including Saturdays) together with any prospective Tenants or purchasers to view the Property and in case it shall not be convenient for the Tenant to be at the Property at the time or any such viewing to make keys available to the Agent so that such Agent may escort prospective Tenants or Purchasers over the Property
- 2.35 If the Tenant or any agent appointed by the Tenant shall not keep any appointment made by the Landlord or the Agent to check the Inventory at the start of the Tenancy to pay the additional cost incurred in making and attending a second appointment to check the inventory

ASSURED SHORTHOLD TENANCY AGREEMENT

Landlord's Costs upon Tenant Default

- 2.36 To pay to the Landlord all reasonable legal and other costs and disbursements (and VAT where appropriate) incurred by the Landlord in enforcing or attempting to enforce (whether by legal process including correspondence or otherwise) the provisions of this Agreement including recovering rent or other monies payable under the provisions of this Agreement or recovering possession of the Property for any reason whatsoever or any other action arising out of any breach non- performance or non- observance by the Tenant of the provisions of this Agreement

At the end of the Tenancy

- 2.37 If the Tenant's goods or any of them shall not have been fully removed from the Property at the end of the Tenancy (i) to pay to the Landlord damages at a rate equal to the rent then payable for the Property until the Tenant shall have removed all such goods and (ii) to pay the Landlord any additional expense incurred by the Landlord in checking the inventory (which cannot be checked until all such goods have been removed).
- 2.38 To hand the Landlord or the Agent all keys swipe cards or remote controls to the Property (as listed in the Inventory) including all window locks, burglar alarm keys and keys to any garage
- 2.39 In particular by the end of the Tenancy to clean all windows and wash all net curtains and to either clean or pay for the washing cleaning and ironing of all sheets linens blankets carpets upholstery curtains or similar articles where included in the letting and to leave the Property and Contents clean and to at least the same state as at the beginning of the Tenancy
- 2.40 To give up the Property with vacant possession and in accordance with all the Tenants obligations in this Tenancy Agreement
- 2.41 To pay for any additional copies of the inventory and check in report requested by and provided to the Tenant
- 2.42 If the Tenant is unable to attend the check out to pay for a second appointment for the Inventory Clerk to attend a second check out
- 2.43 To provide a forwarding address for correspondence and the return of the Deposit, to the Landlord or Agent at the end of the Tenancy. If a forwarding address is not provided the deposit holder will be unable to return the deposit

LANDLORD'S OBLIGATIONS

- 3 THE LANDLORD agrees with the Tenant during the Tenancy Period as follows:-
- 3.1 To keep in good repair the exterior of the Property and to keep all sinks, sanitary ware and heating equipment supplied by the Landlord in good working order (except repairs rendered necessary by negligence of or misuse by the Tenant)
- 3.2 That the Tenant paying the rent and performing and observing all obligations on the Tenants part may quietly possess and enjoy the Property during the Tenancy period without interruption by the Landlord
- 3.3 To ensure that the Property and the Landlord's contents are fully insured against fire and other such risks as necessary, for the avoidance of doubt, the Tenant's personal belongings will not be covered by the Landlord's insurance

ASSURED SHORTHOLD TENANCY AGREEMENT

- 3.4 To Maintain and keep in good repair all appliances forming part of the Contents except where the Tenant is liable for the cost of repair or maintenance
- 3.5 To have an annual safety report carried out by Gas Safe registered engineer on any gas fires, appliances or pipework in the property and to carry out any works required in order to keep these safe
- 3.6 To keep any electrical wiring or plugs and sockets in the Property safe and to maintain or replace any electrical equipment forming part of the Contents except where these become unsafe or damaged as a result of the Tenant's damage misuse or neglect

PROVISOS

4 PROVIDED ALWAYS and it is hereby agreed as follows:-

- 4.1 If the rent or any part of it (whether formally demanded or not) shall be unpaid for fourteen days after the day on which it is payable or in the event of any breach by the Tenant or any of the Tenant's Agreements or obligations then the Landlord may at any time thereafter re-enter and take possession of the Property together with the Contents subject to obtaining a Court Order to do so and then the Tenancy shall cease and be determined but without prejudice to any right of action of either party in respect of any breach of the Agreements herein
- 4.2 In this agreement words importing the masculine gender only shall include the feminine gender and words importing the singular number shall include the plural number and where there are two or more persons included from time to time in the expression "the Landlord" and "the Tenant" and "the Guarantor" covenants entered into or made or accepted by such persons shall be deemed to be contracted jointly and individually and to be performed accordingly
- 4.3 Any demand for payment or notice made upon or to be served on or given to the Tenant under this Agreement or under any statute shall unless the said statute otherwise requires be well and sufficiently made served or given if delivered by hand or sent by first class post, registered letter post or the recorded delivery service to the Property or the Tenant at the Tenant's last known address and if so posted shall be deemed to be received or given to the Tenant 48 hours after posting
- 4.4 Any notice to be served or given to the Landlord or the Agent by the Tenant, under this agreement or under any statute shall only be deemed validly served or given if sent in writing in the following methods; by email, delivered by hand or sent by first class post, registered letter post, recorded delivery system, courier or in person to the Landlord or Agent's address or email address, unless the statute states otherwise
- 4.5 The Tenant shall pay to the Agent an administration fee of £210 upon the commencement of the Tenancy. The Tenant shall pay to the Agent an administration fee of £96 upon the commencement of any renewal to the Tenancy and which may be deducted from any Deposit, should it remain unpaid at the determination of the Tenancy
- 4.6 If in the whole or in part any term or obligation of this Agreement shall be held by a Court to be invalid, void, unenforceable or contrary the Housing Act 1988 such decision shall not affect the nature of the Agreement as a whole or the validity of the remaining terms provisions or obligations of the Agreement which shall remain in full force and effect and shall in no way be affected impaired or invalidated
- 4.7 If the Property or any part of it shall at any time be destroyed or so damaged by any of the risks against which the Landlord shall have insured as to be unfit for occupation or use and the relevant policy of insurance effected by

ASSURED SHORTHOLD TENANCY AGREEMENT

the Landlord shall not have been invalidated or payment of the policy monies refused in whole or in part in consequence of any act or default on the part of the Tenant then the Rent or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the Property shall again be rendered fit for occupation and use

- 4.8 If the Landlord and Tenant do not agree on the fair proportion payable under sub clause (4.7) either may at any time apply to an independent arbitrator to act as an expert in determining the dispute and whose decision (including its decision as to costs) shall be final and binding on both parties
- 4.9 All arrears of rent or other monies due to the Landlord will bear interest at 5% per annum over HSBC's base lending rate calculated on a daily basis from the day due until payment in full is made
- 4.10 The Tenant notes and acknowledges that for periods of time during and possibly after the fixed term of this Tenancy building works may occur to the exterior of the building of which the Property forms a part and that scaffolding will be erected around the Property. The Tenant acknowledges that the timing, nature, location and duration of such works and any scaffolding are completely outside of the control of the Landlord or their Agent. Accordingly the Tenant agrees and acknowledges that the Tenant will not at any time during or after their occupation of the Property seek to argue or claim that the presence of such scaffolding or the related buildings works gives rise to any obligation or liability on the part of the Landlord or the Landlord's Agent
- 4.11 This Agreement is subject to the jurisdiction of the Courts in England and Wales

DEPOSIT AND DILAPIDATIONS CLAIMS

- 5.1 Deductions may be made from the Deposit according clause 5.6 below at the end or sooner determination of the Tenancy
- 5.2 A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenancy by the Deposit holder (this is attached to the end of this Agreement)
- 5.3 The Deposit holder will register the Deposit and provide other required information to The Deposit Protection Service (DPS) within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance in the form of the Deposit Protection Service. If the Deposit holder fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service
- 5.4 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is explained in the Addendum to this Tenancy Agreement shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement
- 5.5 All interest earned will be kept by the Deposit Holder
- 5.6 The Deposit has been taken for the following purposes:-
- (i) Any damage, or compensation for damage, to the Property 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

ASSURED SHORTHOLD TENANCY AGREEMENT

- (ii) 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 Property, its fixtures and fittings
- (iii) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable
- (iv) 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
- (v) Any monies due to the Agent which the Tenant has been made aware (further details of which appear in the Tenant's Terms of Offer) and which remain unpaid after the end of the Tenancy being fees incurred by the Tenant as a result of their actions or inactions or requests to the Agent

5.7 The Deposit is safeguarded by The Deposit Protection Scheme, which is administered by:

The Deposit Protection Scheme

The Pavilions
Bridgwater Road
Bristol
BS99 6AA

Telephone No. 0330 303 0090

5.8 At the end of the Tenancy:-

- (i) The Landlord or the property manager must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit. They will inform the Tenant of the specific deductions as soon as practicable and the Tenant must allow for the time required to calculate deductions, including but not limited to; arranging quotes to rectify cleanliness, damage, replacement items, final utility payments where the Tenant has not provided proof payment and labour to return furnishings to original positioning
- (ii) If there is no dispute the Deposit holder will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement upon receipt of written notification from both the Landlord and the Tenant. Where there is no dispute, and upon receipt of said notification, payment of the Deposit or any balance of it will be made within 10 calendar days by the Deposit holder
- (iii) Where possible, the Tenant should try to inform the Deposit holder in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit 10 calendar days after the termination or earlier ending of the Tenancy and the Tenant vacating the Property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of the scheme and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter
- (iv) If, after 10 days following notification of a dispute to the Deposit holder and all reasonable attempts to resolve any differences of opinion in those 10 days, 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 (subject to the next sub-clause below). All parties agree to co-operate with the adjudication. A dispute cannot be submitted by the Landlord, Tenant or Agent any later than 3 months after the termination or earlier ending, of the Tenancy and the Tenant vacating the Property

ASSURED SHORTHOLD TENANCY AGREEMENT

- (v) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by sub-clauses 5.8 (i-iv) above

- 5.9 In the event that the Tenant shall be more than one person, the notification from any one person included in the Tenancy shall be sufficient discharge for the Deposit holder and the Landlord for the return of any monies or any part of the Deposit or to bring a dispute to The Deposit Protection Service

GUARANTEE

- 6 In consideration of the Landlord granting this Tenancy the Guarantor hereby (jointly and individually) undertake(s) and agrees with the Landlord as follows:-
- 6.1 That the Tenant shall pay the rent reserved by this Agreement on the days specified and shall perform and observe all the Tenant's Agreements and obligations contained in it for the whole period of the Tenancy
- 6.2 That in the case of default in the payment of such rents or in the performance or observance of such obligations the Guarantor shall pay and make good to the Landlord on demand all such rents losses damages costs and expenses thereby arising or incurred including all costs of any claim against the Tenant and/or the Guarantor
- 6.3 **PROVIDED THAT** no variation of the terms of this Agreement nor any neglect or delay by the Landlord in endeavouring to obtain payment of the rents reserved by this Agreement when due or to enforce performance or observance of the Tenant's obligations nor any time for payment which may be given to the Tenant by the Landlord nor any surrender of this Tenancy shall release or exonerate or in any way affect the liability of the Guarantor under this clause
- 6.4 This guarantee and the obligations under it by the Guarantor to pay the Rent specified or other monies properly due if the Tenant defaults will extend to any period under which the Tenant remains in occupation of the Property following expiry of the contractual Tenancy Period

NOTICES

- 7 The Landlord gives the following Notices to the Tenant:-
- (i) The Landlord gives notice to the Tenant under Section 48 (1) of the Landlord and Tenant Act 1987 that notices (including notices in proceedings) may be served on the Landlord at the address for the Landlord stated in the Tenancy Agreement or alternatively at the offices of the Agent as stated in the Tenancy Agreement
- (ii) The Landlord further gives notice to the Tenant that the Landlord may be entitled to possession of the Property on Ground 8 in Part 1 of Schedule 2 of the Housing Act 1988 or on any of the Grounds in Part II of that Schedule (other than Ground 9 or Ground 16)

DATA PROTECTION ACT 1998

- 8 The Tenant hereby consents to the Landlord and the Agent processing data including any information or personal details on or of the Tenant as defined by the Data Protection Act 1998. This includes an Agreement by the Tenant that the Landlord or the Agent may provide the Tenant's name and address and other contact details to third parties including but not limited to referencing companies, utility providers, the Local Authority and the appropriate Tenancy Deposit Scheme provider

ASSURED SHORTHOLD TENANCY AGREEMENT

THE CONSUMER PROTECTION (DISTANCE SELLING) REGULATIONS 2000

- 9 The parties hereby declare that under Regulation 8(3) of the above Regulations the right to cancel this Tenancy Agreement and any guarantee afforded to the Tenant or any Guarantor by the above Regulations does not apply and accordingly there is no right on the part of the Tenant to cancel this Tenancy Agreement or the Guarantor to cancel the guarantee contained in it once the Tenancy Agreement has been exchanged and completed between the parties and the Tenant has taken occupation of the Property

SPECIALLY NEGOTIATED CLAUSES (these clauses have been specially negotiated between the Landlord and the Tenant)

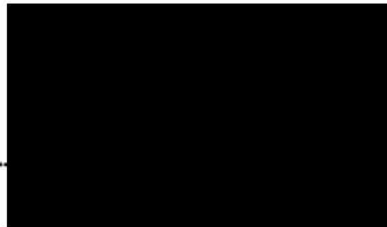
- 10 It is further agreed between the Landlord and Tenant that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on The Property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy
- 10.1 It is further agreed between the Landlord and the Tenant that the Landlord will have the Property professionally cleaned, including carpets, all coverings, cupboards and windows at this own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense
- 10.2 It is further agreed between the Landlord and Tenant that smoking within the property is strictly prohibited. The Tenant and members of the Tenants family will not smoke anywhere on the property nor permit any guests or visitors to smoke at the property. This includes cigarettes, cigars, pipes and any other smoking devices including E cigarettes and extends to all tobacco and substances legal or otherwise. The Tenant is responsible for all damage caused by smoking including and not limited to, stains, burns, odours and removal of debris. If found the Tenant will be in breach of his agreement and such actions may require the landlord to replace carpets and curtains and redecorate in order to remove the odour regardless of when they were last cleaned, replaced or repainted. Such actions will impact on the return of your deposit.
- 10.3 It is further agreed between the Landlord and Tenant that pursuant to Clause 2.14, the Landlord grants permission for the Tenant to keep his two pet cocker spaniel dogs named Ollie and Louis ("The Pet") in The Property for the duration of the Tenancy and the Tenant hereby undertakes and agrees to remedy or pay for a ny damage caused to The Property and/or contents of The Property, including replacing carpets and fumigating The Property at the termination of The Tenancy which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage caused shall not be deemed to be fair wear and tear. The Landlord reserves the right to withdraw this permission at any time.
- 10.4 It is further agreed between the Landlord and the Tenant that The Rent payable in respect of this Tenancy for the first 12 calendar months of the Tenancy Period shall be the Rent as defined above. The rental payable in respect of the second and any subsequent 12 calendar month period of the Tenant's occupation pursuant to this Tenancy Agreement shall be increased by a proportion equivalent to the most recently published Retail Price Index (all items) (RPI) to a maximum of 8% and a minimum of 3%, based on RPI figures available 2 months before the first and any subsequent anniversary of the Tenant's said occupation. The Agents shall endeavour (but will not be obliged) to notify the Tenant of the increased rental payable as soon as possible after it shall have been calculated. The calculation or amount of the rental payable under this Agreement shall be determined by the Landlord's Agents acting as an Expert and their decision shall be final and binding.
- 10.5 The Landlord agrees that the Tenant has the right to terminate the Tenancy on 31 October 2017 or a later date by giving a minimum of one calendar months prior notice in writing to the Landlord or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

ASSURED SHORTHOLD TENANCY AGREEMENT

The Tenant agrees that the Landlord has the right to terminate the Tenancy on 31 October 2017 or a later date by giving a minimum of one calendar months prior notice in writing to the Tenant or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

ASSURED SHORTHOLD TENANCY AGREEMENT

Signed by the Landlord



Tina Sharon Perry

Name of Witness

Address of Witness

Signed by the Tenant(s)

Melanie Dawn Yexley

Name of Witness

Address of Witness

Signed by the Guarantor

Matthew Richard James Yexley

Name of Witness

Address of Witness

ASSURED SHORTHOLD TENANCY AGREEMENT

PREScribed INFORMATION

ADDENDUM

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

1. Address of the Property to which the Tenancy relates

Details of the Deposit Holder(s)

2. Name Michael Antony
3. Actual Address 56a New Road, Chippenham, Wiltshire, SN15 1ES
4. Email Address lettings@michaelantony.co.uk
5. Telephone number 01249 653000

Details of Tenant(s)

6. Name
7. Address(es) for contact after the Tenancy ends

1st line of address

2nd line of address

3rd line of address

Town and County

Postcode

8. Email address (es)
9. Mobile number(s)

Please provide the details requested in 7-11 for each Tenant and for other relevant persons (i.e. agent, Guarantor paying the Deposit etc)

ASSURED SHORTHOLD TENANCY AGREEMENT

The Deposit

10. The Deposit is [REDACTED]
11. The holder of the Deposit will register the Deposit with and provide other required information to the Deposit Protection Service within 30 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.
12. A leaflet 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 Michael Antony.

At the end of the Tenancy

13. The Deposit will be released following the procedures set out in clauses 5.1 to 5.9 of the Tenancy Agreement attached.
14. Deductions may be made from the Deposit according to clauses 5.1 to 5.9 of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.
15. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in, What is the Deposit Protection Scheme, which is attached to this document. More detailed information is available on:
www.depositprotectionscheme.com
16. DPS 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 circumstances, the Member must do the following:-
 - 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.
 - Determine dilapidations, rent arrears and any other prospective deductions from the Deposit as they would normally do
 - 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

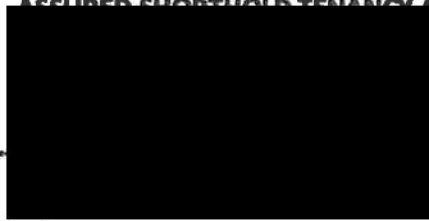
ASSURED SHORTHOLD TENANCY AGREEMENT

17. A formal record of these activities should be made, supported by appropriate documentation
18. Following sufficient time (usually a least six 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 by the Member from its own resources
19. Should the absent Tenant/Landlord return within that period and seek to dispute the allocation of the Deposit, the ICE may offer to adjudicate

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information. 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

ASSURED SHORTHOLD TENANCY AGREEMENT

Signed by the Landlord



Tina Sharon Perry

Signed by the Tenant(s)

Melanie Dawn Yexley

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term period the tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the landlord's notice does not need to expire on the first or last day of a period of a tenancy.

More Information

For more information on using this tenancy agreement please refer to our website:
www.letlink.co.uk

THIS AGREEMENT is made on the date specified below BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date 31st October 2019
Landlord(s) Mr Keith Perry, Mrs Tina Sharon Perry
Landlord's Address Heywood Farm, Chippenham, Wiltshire, SN14 6LS

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) **Tenant(s) Email (see clause 12.4)**

Mrs Melanie Dawn Yexley

Maximum Number of Permitted Occupiers One

Property The dwelling known as Greenacres, Allington, Chippenham, Wiltshire, SN14 6LT

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 35 Months commencing on 1st November 2019

Rent

Payable by standing order (other payment methods may be mutually agreed in writing)

Payment In advance in cleared funds by equal Monthly payments on the 10th day of every Month

Deposit A deposit of [REDACTED] is payable on signing this Agreement. It is protected by the following scheme

Deposit Protection Scheme (DPS)

www.depositprotection.com

1. The Landlord agrees to Let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

2.2 Inventory. Where the Landlord has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord.

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs of the Landlord where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) To pay the reasonable costs of the Landlord where the Tenant requests a variation to the tenancy

4. Use of the Property

(4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property

(4.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so

(4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property

(4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance, damage or annoyance to a person residing, visiting or otherwise engaged in lawful activity or the occupiers of the neighbouring premises

(4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord

(4.6) Not to use the Property for any illegal or immoral purposes

(4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached

(4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing regulations, the Landlord may be prosecuted and fined for allowing this number to be exceeded

(4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs and Damage to the Property

(5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.2) To pay the reasonable costs reasonably incurred by the Landlord in replacing or repairing any furniture or other contents, lost, damaged or destroyed by the Tenant or, at the option of the Landlord, replace immediately any furniture or other contents, lost, damaged or destroyed by the Tenant, and not to remove or permit to be removed any furniture or other contents from the Property

(5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted, and to keep the Property reasonably aired and warmed

(5.4) That the Landlord or any person authorised by the Landlord may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair

(5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants

(5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers

(5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld

(5.8) To notify the Landlord promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent

(5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage

(5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation

(5.11) In order to comply with the Gas Safety Regulations, it is necessary:

(a) that the ventilators provided for this purpose in the Property should not be blocked

(b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord

(5.12) Not to cause any blockage to the drains, pipes, sinks or baths

(5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent

(5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord

(5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)

(5.16) To take all reasonable steps to keep the Property free from infestation by vermin

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take over the Property and re-let it

(6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and where the Property is left vacant for more than 28 consecutive days and the Rent is paid, to notify the Landlord in writing, and to allow him access to the Property in order to secure it where necessary

(6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.6) To allow contractors access to the Property, upon being given reasonable written notice, to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.7) To promptly respond to any information requests by the Landlord with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status.

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Landlord on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord at reasonable hours to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord; however this does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire, flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the agreement if the other members do not fulfil their obligations

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. The notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.5) Whilst the Landlord shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with trusted third parties such as the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies etc. The Landlord will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

Special conditions: (attach a separate sheet if necessary)

13.1 It is further agreed between the Landlord and Tenant that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on The Property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy

13.2 It is further agreed between the Landlord and the Tenant that the Landlord will have the Property professionally cleaned, including carpets, all coverings, cupboards and windows at this own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense

13.3 It is further agreed between the Landlord and Tenant that smoking within the property is strictly prohibited. The Tenant and members of the Tenants family will not smoke anywhere on the property nor permit any guests or visitors to smoke at the property. This includes cigarettes, cigars, pipes and any other smoking devices including E cigarettes and extends to all tobacco and substances legal or otherwise. The Tenant is responsible for all damage caused by smoking including and not limited to, stains, burns, odours and removal of debris. If found the Tenant will be in breach of his agreement and such actions may require the landlord to replace carpets and curtains and redecorate in order to remove the odour regardless of when they were last cleaned, replaced or repainted. Such actions will impact on the return of your deposit.

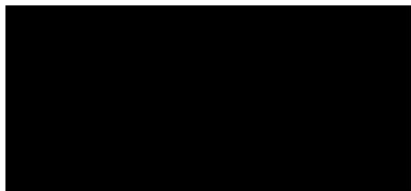
13.4 It is further agreed between the Landlord and Tenant that pursuant to Clause 2.14, the Landlord grants permission for the Tenant to keep his two pet cocker spaniel dogs named Ollie and Louis ("The Pet") in The Property for the duration of the Tenancy and the Tenant hereby undertakes and agrees to remedy or pay for any damage caused to The Property and/or contents of The Property, including replacing carpets and fumigating The Property at the termination of The Tenancy which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage caused shall not be deemed to be fair wear and tear. The Landlord reserves the right to withdraw this permission at any time.

13.5 It is further agreed between the Landlord and the Tenant that The Rent payable in respect of this Tenancy for the first 12 calendar months of the Tenancy Period shall be the Rent as defined above. The rental payable in respect of the second and any subsequent 12 calendar month period of the Tenant's occupation pursuant to this Tenancy Agreement shall be increased by a proportion equivalent to the most recently published Retail Price Index (all items) (RPI) to a maximum of 8% and a minimum of 3%, based on RPI figures available 2 months before the first and any subsequent anniversary of the Tenant's said occupation. The Agents shall endeavour (but will not be obliged) to notify the Tenant of the increased rental payable as soon as possible after it shall have been calculated. The calculation or amount of the rental payable under this Agreement shall be determined by the Landlord's Agents acting as an Expert and their decision shall be final and binding.

13.6 The Landlord agrees that the Tenant has the right to terminate the Tenancy on 31 October 2020 or a later date by giving a minimum of one calendar months prior notice in writing to the Landlord or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

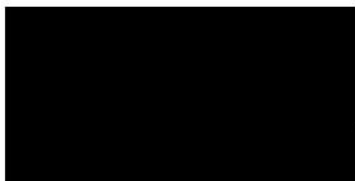
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SIGNED by the LANDLORD(S) :-



In the presence of :-

Name SAM BUTLER



In the presence of :-

Name HANNAH PRICE

Add

Occ

Witr



N.B. The tenancy agreement should be signed by all tenants

ASSURED SHORTHOLD TENANCY AGREEMENT

for letting a residential dwelling

Important Notes for Tenants

- This tenancy agreement is a legal and binding contract and the Tenant is responsible for payment of the rent for the entire agreed term. The agreement may not be terminated early unless the agreement contains a break clause, or written permission is obtained from the Landlord.
- Where there is more than one tenant, all obligations, including those for rent and repairs can be enforced against all of the tenants jointly and against each individually. Where the tenancy is subject to deposit protection then joint tenants may have to nominate a lead tenant to act on their behalf with the Landlord or Tenancy Deposit Scheme provider or their alternative dispute resolution service provider.
- If you are unsure of your obligations under this agreement, then you are advised to take independent legal advice before signing.

General Notes

1. This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988 as amended by Part III of the Housing Act 1996. As such, this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.
2. Prospective tenants should have an adequate opportunity to read and understand the tenancy agreement before signing in order for this agreement to be fully enforceable.
3. This agreement may be used for residential tenancies of three years or less. Agreements for tenancies of a longer duration should be drawn up by deed.
4. Section 11, Landlord and Tenant Act 1985 - these obligations require the Landlord to keep in repair the structure and exterior of the dwelling, and to keep in repair and proper working order the installations for the supply of water, gas and electricity and the installations in the Property for space heating and heating water. Section 9A of the Landlord and Tenant Act 1985 requires the Landlord to ensure the Property is fit for human habitation at the start of the tenancy and during the tenancy.
5. Section 196 of the Law of Property Act 1925 provides that a notice shall be sufficiently served if it is sent by post in a registered letter (if the letter is not returned undelivered) addressed to the Tenant at the Property or the last known address of the Tenant or left addressed to the Tenant at the Property.
6. This agreement has been drawn up after consideration of the Unfair Contract Terms Guidance published by the Competition and Markets Authority.
7. If you accept a tenancy deposit under this tenancy, it must be protected by a tenancy deposit protection scheme and certain documents must be given to the tenant. Take advice if necessary.
8. Where the tenancy becomes a periodic tenancy at the end of the fixed term the Tenant is required to give at least 28 days' notice (or one month in the case of a monthly tenancy) in writing to end the tenancy. The Tenant's notice must end on the first or last day of a period of the tenancy in accordance with the common law rules. The Landlord is required to give at least two months' notice in accordance with the statutory rules prescribed by Section 21 of the Housing Act 1988 but the Landlord's notice does not need to expire on the first or last day of a period of a tenancy. N.B. Notice periods may be extended during the coronavirus pandemic under special transitional rules.

More Information

For more information on using this tenancy agreement please refer to our website: www.letlink.co.uk

THIS AGREEMENT is made BETWEEN the Landlord and the Tenant. It is intended that the tenancy created by this Agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Acts

Date 1st October, 2022

Landlord(s) Mr Keith Perry and Mrs Tina Sharon Perry

Landlord's Agent and Address Michael Antony
49-50 New Road, Chippenham, Wiltshire, SN15 1HL

Note: Under s. 48, Landlord and Tenant Act 1987, notices can be served on the Landlord at the above address

Tenant(s) Mrs Melanie Dawn Yexley

Tenant(s) Email (see clause 12.4) [REDACTED]

Property The dwelling known as Greenacres, Allington, Chippenham, Wiltshire, SN14 6LT

Maximum Number of Permitted Occupiers ONE ADULT

Contents The fixtures and fittings at the Property together with any furniture, carpets, curtains and other effects listed in the Inventory

Term For the term of 35 Months commencing on 1st October, 2022

Rent £1,395.00 pcm, subject to any rent increase as per Clause 3.6

Payable by standing order (other payment methods may be mutually agreed in writing)

Payment in advance in cleared funds by equal monthly payments on the 1st day of every month

Deposit A deposit of £1,750 was paid at the commencement of the tenancy. It is protected by the following scheme

Deposit Protection Scheme www.depositprotection.com

1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term at the Rent payable as above

2.1 Deposit. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to pay and compensate the Landlord for the reasonable costs of any breach of those obligations. It is specifically agreed that this money is not to be used by the Tenant as payment for any rent due under this Agreement. No interest shall be payable on this Deposit. The balance of the Deposit to be paid to the Tenant as soon as reasonably possible after the conclusion of the tenancy, less any reasonable costs incurred for the breach of any obligation as agreed with the Tenant, or decided by the Court or by the appropriate deposit scheme (details of which are contained in the scheme's deposit information leaflet/terms and website)

2.2 Inventory. Where the Landlord or his Agent has prepared an inventory for the Property and given a copy to the Tenant at the start of the tenancy, unless the Tenant returns a signed copy of the Inventory within the first week of occupation with any appropriate alterations or notes as required, it shall be taken that the Tenant accepts the Inventory as a full and accurate record of the condition of the Property and its contents

The Tenant agrees with the Landlord: (clauses 3 to 7)

3. Rent & charges

(3.1) To pay the Rent on the days and in the manner specified to the Landlord's Agent. Interest will be payable on any late rent payments where payments are more than 14 days overdue. Such interest will be payable at an annual percentage rate of 3% above the Bank of England Base Rate calculated on a daily basis starting on the 15th day after the rent due date

(3.2) To pay promptly to the authorities to whom they are due, council tax, water and sewerage charges, gas, electric, television licence and telephone and other communication charges (if any) relating to the Property, where they are incurred during the period of the tenancy or any subsequent periodic tenancy, including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any re-connection fee relating to the supply of water, gas, electricity and telephone if the same is disconnected due to the Tenant's act or default. The Tenant agrees to ensure that all electricity, gas, water and telephone accounts as appropriate are transferred to the Tenant's name on commencement of this tenancy and to notify the Landlord or his Agent prior to changing supplier for any of the utility services stated above

(3.3) To pay the Landlord's reasonable costs incurred as a result of any breach of the terms of the tenancy by the Tenant

(3.4) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests early termination of the tenancy, and the Landlord has accepted the request, or where the Tenant fails to give the legally required notice to end a periodic tenancy

(3.5) To pay the reasonable costs of the Landlord or his Agent where the Tenant requests a variation to the tenancy

(3.6) The Landlord may increase the Rent at the end of the fixed term and annually thereafter by serving notice on the Tenant in accordance with this clause. The Landlord or his Agent is required to give the Tenant at least one calendar month's notice in writing of any rent increase, stating the new rental amount and the date when the increase takes effect. Any rent increase may not take effect during the fixed term or less than twelve months following the date of any previous rent increase

4. Use of the Property

- (4.1) Not to assign, sublet, part with possession of the Property, or let any other person live at the Property
- (4.2) To use the Property as a single private dwelling as the Tenant's only or principal home and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (4.3) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (4.4) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage, or annoyance to a person residing, visiting or otherwise engaged in lawful activity in the locality
- (4.5) Not to keep any cats or dogs at the Property and not to keep any other animals, reptiles or birds (or other living creatures that may cause damage to the Property, or annoyance to neighbours) on the Property without the Landlord's written consent. Such consent, if granted, to be revocable, on reasonable grounds by the Landlord
- (4.6) Not to use the Property for any illegal or immoral purposes
- (4.7) Where the Landlord's interest is derived from another lease ("the Headlease") then it is agreed that the Tenant will observe the terms in the Headlease applicable to the Property. A copy of the Headlease, if applicable, is attached
- (4.8) The Tenant must not allow the number of persons occupying the Property to exceed the Maximum Number of Permitted Occupiers specified above without the Landlord's prior written consent. Because of houses in multiple occupation regulations and licensing requirements, the Landlord may be prosecuted and fined for allowing this number to be exceeded
- (4.9) **This is a non-smoking Property.** The Tenant agrees not to smoke or permit any family member, guest or visitor to smoke tobacco or any other substance in the Property without the Landlord's prior written consent

5. Repairs and Damage to the Property

- (5.1) Not to damage the Property and Contents and not to make any alteration or addition to the Property without the written permission of the Landlord, such permission not to be unreasonably refused or delayed. The Tenant agrees to pay for any damage caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers
- (5.2) Not to remove or permit to be removed any furniture or other contents from the Property and to pay the reasonable costs incurred by the Landlord or his Agent in replacing or repairing, or at the option of the Landlord, replace immediately, any furniture or other contents, lost, damaged or destroyed by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers
- (5.3) To keep the interior of the Property and the Contents in at least as good and clean condition and repair as they were at the commencement of the tenancy, with fair wear and tear excepted
- (5.4) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' written notice (unless in the case of an emergency) enter the Property for the purpose of inspecting its condition and state of repair
- (5.5) To keep the gardens, driveways, pathways, lawns, hedges, rockeries and ponds (if any) regularly maintained in good and safe condition and as neat tidy and properly tended as they were at the start of the tenancy and not to remove any trees or plants
- (5.6) To replace all broken glass in doors and windows damaged during the tenancy where the damage has been caused by the Tenant, a member of the Tenant's family or his visitors or any other permitted occupiers
- (5.7) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord, such consent not to be unreasonably withheld
- (5.8) To notify the Landlord or his Agent promptly of any disrepair, damage or defect in the Property or of any event which causes damage to the Property. Additional aerials, satellite dishes and other fixed cables may not be fitted without the Landlord's prior written consent
- (5.9) Not to affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause damage
- (5.10) To take all reasonable precautions to prevent frost damage at the Property and to keep the Property adequately heated and ventilated to prevent damage caused by condensation or frost
- (5.11) In order to comply with the Gas Safety Regulations, it is necessary:
 - (a) that the ventilators provided for this purpose in the Property should not be blocked
 - (b) that brown or sooty build-up on any gas appliance should be reported immediately to the Landlord or Agent
- (5.12) Not to cause any blockage to the drains, pipes, sinks or baths
- (5.13) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the Landlord's prior written consent
- (5.14) That the Tenant shall be responsible for testing all smoke alarms and carbon monoxide alarms (if any) fitted in the Property on a regular basis and replace the batteries (if any) as necessary. Any faulty alarms should be reported to the Landlord or his Agent
- (5.15) To replace all bulbs, fluorescent tubes, fuses and replaceable filters as and when necessary. To follow the manufacturers or Landlord's instructions (where instructions have been provided)
- (5.16) To take all reasonable steps to keep the Property free from infestation by vermin and other pests including ants and cockroaches

6. Other tenant responsibilities

(6.1) Within seven days of receipt thereof, to send to the Landlord or his Agent all correspondence addressed to the Landlord or the owner of the Property and any notice, order or proposal relating to the Property (or any building of which the Property forms part) given, made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority

(6.2) To ensure that any claims for Housing Benefit, Universal Credit or equivalent housing support made by the Tenant are legally claimed or received without overpayment

(6.3) That where the Property is left unoccupied, without prior notice in writing to the Landlord or Agent, for a prolonged period, the Tenant has failed to pay rent for that period, and has shown no intention to return, the Landlord may treat these actions as a surrender of the tenancy. This means that the Landlord may take possession of the Property and re-let it

(6.4) To properly secure the Property including all locks and bolts to the doors, windows and other openings when leaving the Property unattended and to notify the Landlord or his Agent in writing where the Property is left vacant for more than 28 consecutive days, and to allow him access to the Property in order to secure it where necessary

(6.5) Not to change passwords, codes or other security settings on any alarm or other electronic controls installed at the Property without the Landlord's written permission

(6.6) To allow contractors access to the Property, upon the Landlord or his Agent giving reasonable written notice, and to allow electrical, gas and similar appliances, pipework and flues to be inspected and maintained. The Tenant further agrees to ensure that any access arrangements made in connection with such inspections or appointments are honoured so that contractors are able to carry out the work on the agreed day

(6.7) To promptly respond to any information requests by the Landlord or his Agent with regard to 'Right to Rent' checks under the Immigration Act 2014 (or any subsequent legislation) and to notify the Landlord of any changes to the Tenant's immigration status

7. End of tenancy

(7.1) To return the Property and Contents at the end of the tenancy in the same clean state or condition as they were at the commencement of the tenancy, with fair wear and tear excepted, and to remove all the Tenant's personal effects and any waste or rubbish from the Property

(7.2) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy

(7.3) To return the keys of the Property to the Agent on the agreed termination date, or the end of the tenancy (whichever is sooner). The Tenant also agrees to pay for any reasonable charges incurred by the Landlord or his Agent in replacing keys or securing the Property against re-entry where keys are lost or not returned

(7.4) To provide a forwarding address to the Landlord or his Agent either prior to or at the end of the tenancy

(7.5) To arrange with all utility providers for final meter readings at the Property to be supplied and final bills to be paid at the end of the tenancy

(7.6) To allow the Landlord or his Agent, within the last two months of the tenancy, to erect a sign on or outside the Property to indicate that the Property is for sale or available to let

(7.7) Within the last two months of the tenancy to permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours including at weekends to enter and view the Property with prospective tenants or purchasers, having first given the Tenant a reasonable period of notice

(7.8) To give the Landlord vacant possession of the Property upon expiry of a valid notice seeking possession served by the Landlord or his Agent. Where the Tenant does not give vacant possession, and the Landlord is subsequently granted an order for possession, the Court may order the Tenant to pay the Landlord's reasonable costs of obtaining and enforcing the possession order

8. The Landlord agrees with the Tenant that:

(8.1) The Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord or his Agent. This does not preclude the Landlord from taking action through the courts should the Tenant fail to pay the Rent due or be in breach of the Tenancy Agreement

(8.2) In the event that the Property is rendered uninhabitable by fire or flood or any other risk which the Landlord has insured, other than where the damage has been caused by the act or omission of the Tenant, his family or his visitors then the parties will consider this Agreement as frustrated and terminated subject to the right of the Tenant to recover any rent paid in advance for the period after the termination

9. Forfeiture Provision. The Landlord may apply to the court to end this tenancy and repossess the Property if:

- (a) the Tenant does not pay the Rent (or any part of it) within 14 days of the date on which it is due; or
- (b) the Tenant does not comply with the obligations set out in this Agreement; or
- (c) the Landlord was induced to grant the tenancy by a false statement; or
- (d) any of the Grounds specified in Schedule 2 of the Housing Act 1988 (as amended) apply to this tenancy.

This termination clause operates subject to the proviso that the Landlord must obtain a court order before repossessing the Property

IMPORTANT. Only the Court can order the Tenant to give up possession of the Property

10. The Landlord agrees to carry out any repairing obligations as required by section 11 of the Landlord and Tenant Act 1985 and to comply with the obligations under section 9A of the Landlord and Tenant Act 1985 (see note 4)

11. In this Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

"The Landlord" includes the persons who during the period of the tenancy have a legal interest in the Property

"The Tenant" includes those who might inherit the tenancy. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually. This means that any one of the members of a joint tenancy can be held responsible for the full rent and other obligations under the Agreement if the other members do not fulfil their obligations

"The Agent" refers to the person or persons appointed by the Landlord to manage the Property and collect Rent, or anyone who subsequently takes over those rights and responsibilities

12. The parties agree:

(12.1) Notice is hereby given that possession might be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord used to live in the Property as his or her main home; or intends to occupy the Property as his or her only or main home

(12.2) The tenancy may be brought to an end if the mortgagee requires possession on default of the borrower under Ground 2, Schedule 2 of the Housing Act 1988

(12.3) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served at the last known address of the Tenant in accordance with section 196 of the Law of Property Act 1925 - see note 5 (subject to the clause below)

(12.4) That notices and other documents given in connection with this tenancy may be served by email on the Tenant at the email address(es) supplied above. Where this clause applies, any such notice or document will be regarded as received by the Tenant at the start of the next business day after it was first sent. *[The Tenant(s) Email may be left blank where the Tenant does not agree to this clause]*

(12.5) Whilst the Landlord or his Agent shall make every effort to keep the Tenant's personal details safe and secure, it may be necessary to share such information with certain third parties for the purposes of the management of the tenancy and for the purposes of enforcing any of the obligations of this tenancy agreement. Such third parties include the Home Office, utility companies, maintenance contractors, credit and referencing agencies and debt collection companies. The Tenant's personal data will be disposed of within a reasonable time after the determination of the tenancy. The Landlord or his Agent will not divulge personal contact details to any other third party organisation for marketing purposes without prior approval unless this is necessary to comply with a statutory obligation

13. Special Conditions. The Property is let together with the special conditions (if any) listed in the First Schedule attached hereto

THE FIRST SCHEDULE (N.B. Clauses in this section have been individually negotiated)

13.1 It is further agreed between the Landlord and Tenant that the Landlord will arrange for an Independent Inventory Clerk to carry out an Inventory on The Property. Furthermore it is agreed that the Landlord will pay for the cost of the Make and Check In at the commencement of the Tenancy and the Tenant will bear the cost of the Check Out at the end of the Tenancy

13.2 It is further agreed between the Landlord and the Tenant that the Landlord will have the Property professionally cleaned, including carpets, all coverings, cupboards and windows at this own expense prior to the commencement of the Tenancy and the Tenant will do the same at the end or sooner determination of the Tenancy at their own expense

13.3 It is further agreed between the Landlord and Tenant that smoking within the property is strictly prohibited. The Tenant and members of the Tenants family will not smoke anywhere on the property nor permit any guests or visitors to smoke at the property. This includes cigarettes, cigars, pipes and any other smoking devices including E cigarettes and extends to all tobacco and substances legal or otherwise. The Tenant is responsible for all damage caused by smoking including and not limited to, stains, burns, odours and removal of debris. If found the Tenant will be in breach of his agreement and such actions may require the landlord to replace carpets and curtains and redecorate in order to remove the odour regardless of when they were last cleaned, replaced or repainted. Such actions will impact on the return of your deposit.

13.4 It is further agreed between the Landlord and Tenant that pursuant to Clause 2.14, the Landlord grants permission for the Tenant to keep his two pet cocker spaniel dogs named Ollie and Louis ("The Pet") in The Property for the duration of the Tenancy and the Tenant hereby undertakes and agrees to remedy or pay for any damage caused to The Property and/or contents of The Property, including replacing carpets and fumigating The Property at the termination of The Tenancy which shall have been caused by The Pet residing in The Property. For the avoidance of doubt any such damage caused shall not be deemed to be fair wear and tear. The Landlord reserves the right to withdraw this permission at any time.

13.5 It is further agreed between the Landlord and the Tenant that The Rent payable in respect of this Tenancy for the first 12 calendar months of the Tenancy Period shall be the Rent as defined above. The rental payable in respect of the second and any subsequent 12 calendar month period of the Tenant's occupation pursuant to this Tenancy Agreement shall be increased by a proportion equivalent to the most recently published Retail Price Index (all items) (RPI) to a maximum of 8% and a minimum of 3%, based on RPI figures available 2 months before the first and any subsequent anniversary of the Tenant's said occupation. The Agents shall endeavour (but will not be obliged) to notify the Tenant of the increased rental payable as soon as possible after it shall have been calculated. The calculation or amount of the rental payable under this Agreement shall be determined by the Landlord's Agents acting as an Expert and their decision shall be final and binding.

13.6 The Landlord agrees that the Tenant has the right to terminate the Tenancy on 31 October 2020 or a later date by giving a minimum of one calendar months prior notice in writing to the Landlord or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

The Tenant agrees that the Landlord has the right to terminate the Tenancy on 31 October 2020 or a later date by giving a minimum of one calendar months prior notice in writing to the Tenant or the Agent. When the notice period expires the Agreement shall cease. This does not affect the right of either the Landlord or the Tenant to pursue their legal remedies against the other for any existing breach of any rights under the Agreement.

SIGNED by the LANDLORD(S) :-
(or the Landlord's Agent)

[Redacted signature area]

[Redacted signature area]

.....
.....

In the presence of :-

Name Sara Willoughby

[Redacted signature area]

In the presence of :-

Name Matthew Yorden

[Redacted signature area]

N.B. The tenancy agreement should be signed by all tenants

**Statutory Declaration for
Melanie Yexley**

Exhibit Sheet – MY1

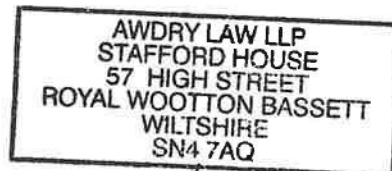
STATUTORY DECLARATION for

MELANIE YEXLEY

1. I, Melanie Yexley, of Greenacres, Fowlswick Lane, Allington, Chippenham, Wiltshire SN14 6LT, do solemnly and sincerely declare in support of the application by Keith Martin Perry and Tina Sharon Perry for a Lawful Development Certificate for an existing use or operation or activity including those in breach of a planning condition.
2. I first occupied the Agricultural Dwelling, as referred to in the Statutory Declaration of Tina Sharon Perry dated 8th May 2026 (a copy of which is attached and marked MY1), in October 2013 as a tenant of Keith Martin Perry and Tina Sharon Perry. I have occupied the Agricultural Dwelling since that date continuously and continue so to do.
3. Throughout my period of occupation I have never been a person solely or mainly employed or last employed in the locality in agriculture, as defined in section 336(1) of the Town and Country Planning Act 1990 or in forestry, including any dependents of such a person residing with him or a widow or a widower of such a person.
4. Accordingly, I have continuously since 2013 occupied the Agricultural Dwelling in breach of the planning permission dated 7th November 1995 and numbered N/95/1372/F issued by the North Wiltshire District Council in respect of the Agricultural Dwelling.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

Declared at:



This

4th

day of

June

2026

Before me:

Kelly Rogers

~~A Commissioner for Oaths or~~

A Solicitor empowered to administer Oaths