

STATUTORY DECLARATION

I, Lily Walker, employee of BCM Wilson Hill, The Old Dairy, Sutton Scotney, Winchester, Hampshire, SO21 3NZ

DO SOLEMNLY AND SINCERELY DECLARE AS FOLLOWS:

1. *I am an employee of BCM Wilson Hill, who act as the managing agents for the property known as Hippenscombe Farmhouse, Hippenscombe, Fosbury, Marlborough, Wiltshire, SN8 3NW (hereafter referred to as "the Property"). The extent of the Property is shown edged red on the plan now produced and shown to me marked "Exhibit HF1".*
2. *BCM (and subsequently BCM Wilson Hill) took over the active management of the residential properties on the Hippenscombe Estate on 11 April 2024, following the purchase of the estate by Conholt Nominees Limited. I have been the designated managing agent for the Property personally from 11 April 2024 until the present day.*
3. *In my capacity as managing agent, I have custody of and full access to the historic tenancy files, management logs, and archival correspondence relating to the Property held by my firm.*
4. *Based upon a review of these business records and my own direct management of the Property, I can confirm that the Property has been continuously occupied as a single private residential dwelling by a single tenant, Mr. Richard Taylor, from 1st November 2002 until the 11 June 2026.*
5. *In support of this continuity, I now produce and append the following historic business records from our management files:*
 - *"Exhibit HF2": A copy of the original Assured Shorthold Tenancy (AST) agreement dated 15 October 2002, demonstrating the inception of Mr. Taylor's tenancy.*
 - *"Exhibit HF3": A copy of the signed agreement letter dated 10 February 2005 from the historic landlord's Farms Director, confirming the extension of Mr. Taylor's lease through to 2015.*

- "Exhibit HF4": A copy of the Section 48 Notice dated 5 April 2024 served upon Mr. Taylor at the Property during the estate sale transaction.
 - "Exhibit HF5": A copy of the most recent RICS model AST agreement executed between Conholt Nominees Ltd and Mr. Taylor dated 1 January 2025.
6. Throughout the entirety of my firm's management of the Property, and during my personal tenure as managing agent, Mr. Richard Taylor has not been solely, mainly, or otherwise employed or last employed in agriculture or forestry as defined by Section 336 of the Town and Country Planning Act 1990. Our management files and tenant correspondence confirm his employment and income sources are independent of the agricultural sector.
 7. I can further confirm that at no point during my management of the Property and Mr. Taylor's continuous occupation has the Property reverted to use by an agricultural worker, nor has it sat vacant for any period outside of standard, minor tenancy administration turnarounds.
 8. To the best of my knowledge, following an investigation of our records and local authority information, the Local Planning Authority has never issued an Enforcement Notice, Breach of Condition Notice, or any other planning enforcement order alleging a breach of the agricultural occupancy condition at the Property.

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

Signed: 

Declared at: 

This day of JUNE 2026

Before me:  (Solicitor / Commissioner for Oaths)
CILES BEVAN-THOMAS

EXHIBIT HF1

Hippenscombe Farmhouse
Hippenscombe,
Fosbury,
Wiltshire
SN8 3NW

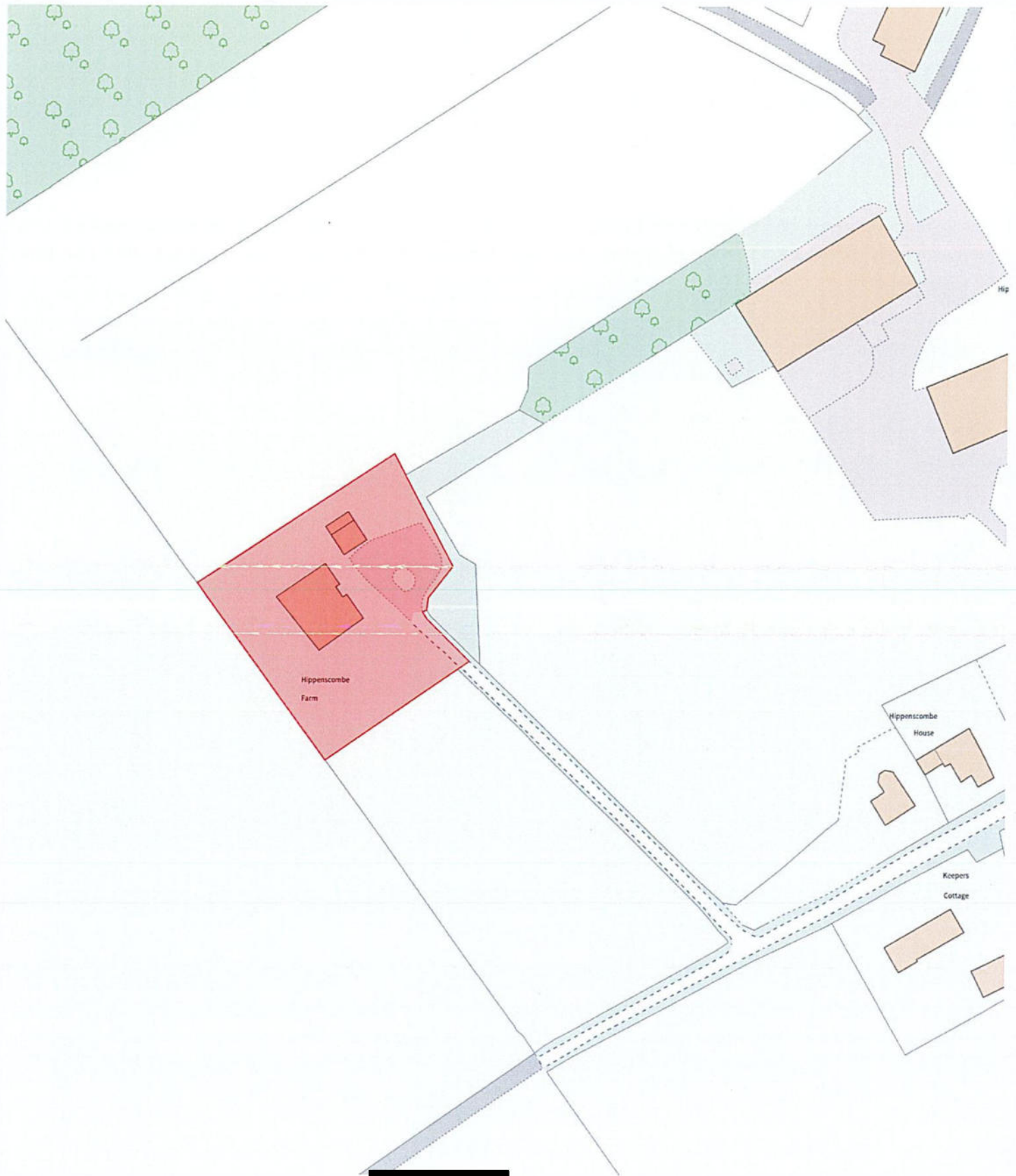


EXHIBIT HF2

DATED 15th October

2002

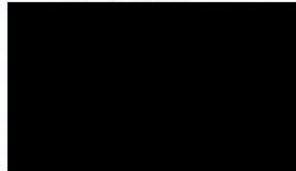
NORMAN COURT & SOWLEY FARMS LTD (1)

and

RICHARD TAYLOR (2)

ASSURED SHORTHOLD TENANCY AGREEMENT
FOR HIPPENSCOMBE FARMHOUSE

WILSONS



Tel :



Ref : PW/RS/3476027/005-asta



ASSURED SHORTHOLD TENANCY AGREEMENT
(fixed term rent payable monthly)

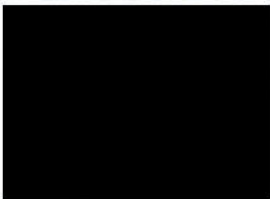
TENANCY AGREEMENT

The written Agreement incorporates the following particulars:

Date

2002

The Landlord

Norman Court & Sowley Farms Ltd


The Tenant

Richard Taylor


The Premises

ALL THAT property known as

Hippenscombe Farmhouse
Hippenscombe Estate
Fosbury
Marlborough
Wiltshire
SN8 3NW

TOGETHER WITH the fixtures and fittings now in the Premises

Term

Five years commencing 1st November 2002

Rent

For the period 1st May 2003 to 31st October 2004 
 per calendar month inclusive of water and
sewerage charges and thereafter as specified in clause 8

Deposit

 (equivalent to three months rental) payable on signature of
Agreement

Notice

Three months notice to be given by the tenant. Notice to be given no
earlier than 31st October 2003

AN AGREEMENT made this date **BETWEEN** the Landlord (which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the tenancy hereby created) of the one part and the Tenant (which expression shall where the context so admits include all persons deriving title from the Tenant) of the other part

- 1 The Landlord agrees to let and the Tenant agrees to take the Premises for the Term granted by this Agreement
- 2 The Tenant hereby covenants with the Landlord as follows:
 - 2.1. To pay the Rent on the day and in the manner aforesaid subject to any increase in the Rent to which the Landlord lay hereafter be entitled pursuant to Section 6 and/or Section 13 of the Housing Act 1988 and/or Clause 8 herein
 - 2.2. To pay interest at the rate payable on judgement debts under Section 17 of the Judgements Act 1838 or any statutory modification thereof from time to time on any Rent which is not paid within 7 days after they have become due and without prejudice to any right or remedy of the Landlord hereunder
 - 2.3. To pay for all electricity consumed or supplied on or to the Premises (including all fixed and standing charges) and all charges for the use of telephone (if any) on the Premises (including rental) during the Term or a proper proportion of the amount of such charges to be assessed according to the duration of the Term and for the connection charges of those services
 - 2.4. To notify the authorities of those services on the signing of this Agreement that the accounts are to be in the Tenant's sole name
 - 2.5. Not change the telephone number supplied at the Premises nor transfer it to another property

- 2.6. To pay direct all Personal Community Charge Standard Community Charge and Collective Community Charge demanded in respect of the Premises or any occupier in the Premises during the Term or its continuation
- 2.7. Use the Premises in a careful and tenant-like manner
- 2.8. Maintain the interior of the Premises and the rooms including all doors and windows and all Landlord's fixtures and fittings therein (including those specified on the First Schedule attached hereto) in good and tenable repair and condition and keep the bath sink cistern sanitary apparatus and interior pipes therein properly cleaned and in good working order and replace the same if damaged and replace all broken glass forthwith and keep all windows and venetian blinds properly clean
- 2.9. To preserve the furniture and equipment from being destroyed or damaged keep the furniture in a clean and sanitary condition pay to the Landlord the value of or at the Landlord's option replace with objects of equal value all objects of furniture or household effects lost destroyed or damaged beyond repair and pay to the Landlord the cost of repair of all articles damaged provided always that the Tenant shall be under no liability for destruction or damage caused by accidental fire
- 2.10. Accept responsibility for the repair of any electrical goods the property of the Landlord and at the termination of the Tenancy leave such electrical goods in a condition similar to that at the commencement of the Tenancy
- 2.11. Not remove or suffer or permit to be removed any of the furniture from the Premises and leave the furniture and effects at the expiration or sooner determination of the Tenancy in the rooms or places in which they were at the commencement of the Tenancy

- 2.12. Not carry on any trade profession or business on or from the Premises or exhibit on the Premises any plate or placard or use the Premises otherwise than as a single private residence
- 2.13. Not assign sub-let or part with possession of the Premises or any part thereof nor take in lodgers or paying guests
- 2.14. Not use or permit the use of the Premises in such a manner as to cause a nuisance to the owners or occupiers of the neighbouring land or Premises so as to void or make voidable or increase the rate of premium payable in respect of any policy of insurance of the Landlord in respect of the Premises or the furniture and not alter or make any additions to the Premises
- 2.15. Make good any stoppage or damage to the drains which should be caused by the negligence of the Tenant
- 2.16. Permit the Landlord and the Landlord's agents at all reasonable times to enter the Premises for the purpose of examining the condition of the Premises and the furniture and carrying out works for which the Landlord is responsible and upon being served a Notice by the Landlord specifying the repairs to be carried out by the Tenant the Tenant shall execute the same within 10 days failing which the Landlord may execute such repairs and recover the costs from the Tenant
- 2.17. Permit the Landlord at any time to affix and retain without interference on any part of the Premises notices for the re-letting or sale thereof and permit all persons accompanied by the Landlord or the Landlord's agents to enter and view the Premises and every part thereof during reasonable hours in the day time

- 2.18. Not keep any inflammable or dangerous materials or substances in or at the Premises nor do or suffer anything which might increase the rate of premium for the insurance of the Premises
- 2.19. Not bring into the Premises any furniture or other articles infested by woodworm or other wood boring insects or dry or wet rot
- 2.20. Not bring upon or keep in the Premises any live animals birds or fish unless the written consent of the Landlord is first obtained
- 2.21. Not make any noise or play any radio television set gramophone musical instrument or sound producing machine in or about the Premises between the hours of 12.00 am and 7.00 am so as to be audible outside the Premises
- 2.22. Where the Term or its lawful continuation hereby granted exceeds 12 months in every 12 months (calculated from the date hereof) and at the expiration or sooner determination of the tenancy hereby granted pay for the washing (including ironing and pressing) of all linen and for the washing and cleaning (including ironing and pressing) of all duvets counterpanes blankets and curtains which have been soiled during the said terms if any
- 2.23. At the expiration or sooner determination of the Tenancy hereby granted deliver up the Premises together with the furniture and household effects in good order and condition as the same are now and make good or pay for any damage breakages or deficiencies and also pay for the cleaning or any articles that shall have been soiled or stained
- 2.24. At the Tenant's own cost to undertake the works set out in the Second Schedule attached as the works to be undertaken by the Tenant (the "Tenant's Works") in a good and workmanlike manner and with good quality materials to the satisfaction of the Landlord and in any event within six months from

1st November 2002 and to obtain all necessary approvals (including the approval of statutory authorities and suppliers of services) required for the Tenant's Works and to ensure that all electrical works fully complies with current practice and is guaranteed

- 2.25. Not hang outside or out the window or the Premises any clothes or similar articles except on the clothes line provided
- 2.26. Forthwith remove any clothes curtains placard notices or articles upon the Premises which are visible from the exterior of the Premises and which in the opinion of the Landlord are offensive or undesirable upon being required in writing by the Landlord to do so
- 2.27. Clean the windows of the Premises as often as may be necessary
- 2.28. Not hold any sale by auction on the Premises
- 2.29. Not use or suffer the Premises to be used for any illegal or immoral purpose
- 2.30. Make good or pay reasonable compensation for any damage to the structure or decoration of the Premises or the building caused by the Tenant the Tenant's family friends or visitors
- 2.31. Keep the garden (if any) clean tidy and in a proper state of cultivation and not to cut down or lop or remove any tree shrub or plant growing on or near the Premises
- 2.32. Not paint colour distemper or repaper any part of the Premises (including the furniture or fixtures therein) without the consent in writing of the Landlord

- 2.33. Not bring or permit to be brought on the Premises caravans or portable buildings of any kind or goods or chattels other than small personal effects without the consent in writing of the Landlord
- 2.34. Take reasonable precautions to prevent damage to the water system by freezing during the winter months and in the event of such damage caused by failure to take such precautions the Tenant shall forthwith effect all such repairs as may be necessary to reinstate the system in good working order and also repair and make good any consequent damage that may be caused to the Premises furniture fixtures and effects by reason of the Tenant's failure to take such precautions as aforesaid. In any event if the Premises are to be unoccupied for a continuous period of more than three weeks during the period between 1st October and 30th April in every year during this Tenancy or its lawful continuation the Tenant will before leaving the Premises unoccupied drain the mains water from the Premises and maintain the central heating to protect the Premises from frost damage
- 2.35. Pay all the Landlord's costs and expenses of and incidental to:
- 2.35.1. The preparation and service of a Notice under Section 146 and 147 of the Law of Property Act 1925 notwithstanding that relief for forfeiture is granted otherwise than by the Court if requested
- 2.35.2. Any Schedule of Dilapidations served by the Landlord or the Landlord's Agents on the Tenant whether served during or after the expiration of the Tenancy hereby created
- 2.35.3. Any notice given by the Landlord under this Agreement
- 2.35.4. The collection of Rent if requested

2.35.5. The making and checking of the schedule of inventory and condition if requested

2.36. Not (save by prior arrangement with the Landlord or for temporary purposes only) leave the Premises unoccupied for a continuous period of more than seven days

2.37. Not damage or injure the Premises or make any alterations in or additions to the premises or the style or colour of the decorations (unless previously authorised by the Landlord)

2.38. Pay the Landlord on the signing of this Agreement the Deposit which shall be retained by the Landlord until the termination of this Agreement as a Deposit (and shall not be treated as rent or relieve the Tenant of the obligation to make full payment of rent) to secure to the Landlord the performance by the Tenant of the covenants on the Tenant's behalf hereinbefore contained but without prejudice to the Landlord's rights under and in respect of this Agreement. At the termination of this Agreement and upon the Tenant vacating the Premises and subject to the satisfactory performance by the Tenant of the Tenant's obligations herein contained and upon the Charging Authority confirming that the Landlord will have no liability for payment of the charges referred to in clause 2.6 the Landlord will refund the said deposit to the Tenant. The decision as to the preparation and service of a schedule of dilapidations shall be final and binding on the parties hereto. Interest is payable on the deposit by the landlord to the tenant upon termination of this agreement.

3 **THE LANDLORD AGREES** with the Tenant as follows:

That the Tenant paying the rent and performing the covenants on the part of the Tenant herein contained shall peacefully hold and enjoy the Premises during the

Tenancy without any interruption by the Landlord or any person claiming under or in trust for the Landlord

4 **PROVIDED ALWAYS:**

- 4.1. If the rent or any instalment or part thereof shall be in arrears or unpaid for at least seven days after the same shall have become due (whether legally demanded or not) or
- 4.2. If there is any breach of the Tenant's obligations under this Agreement the Landlord may re-enter the Premises and thereupon the Tenancy created by this Agreement shall determine but without prejudice to any other rights and remedies of
- 4.3. In the event of failure of any of the main services to the Premises or the lack of repair thereof immediately (or in the case of emergencies as soon as possible thereafter) to give notice to the Landlord before authorising any remedial works thereto
- 4.4. If at any time during the Term or its continuation the Landlord requires possession of the Premises on any one or more of the Grounds 8 10 and 15 (inclusive) in the Second Schedule to the Housing Act 1988 the Landlord may at any during the Term or its continuation give not less than two weeks notice in writing to the Tenant to determine this Agreement but without prejudice to any other rights and remedies of the Landlord and upon expiry of the notice the Tenancy created by this Agreement shall determine and
- 4.5. The Landlord may at the same time as giving the notice referred to in sub-clause 4.4 also give the Tenant not less than two weeks notice in writing of his intention to seek a Possession Order on any one or more of the Grounds referred to in sub-clause 4.4 and

- 4.6. Sub-clauses 4.4 and 4.5 shall be of no effect for the first six months from the original commencement of the Term if this Agreement creates an Assured Shorthold Tenancy as defined in Section 20 of the Housing Act 1988
- 5 **IN** this Agreement the singular shall include the plural masculine include the feminine and vice versa and any Agreement and obligation made by more than one person as the "Tenant" shall be joint and several
- 6 **THE** Tenant hereby acknowledges that the Landlord is entitled to possession of the Premises at the expiration of the Term and if the Tenant fails to vacate the same on the due date the Tenant will be liable to the Landlord for damages including inter alia a claim for loss of an increase of rent and for an indemnity against claims by third parties
- 7 It is hereby agreed that from 1st November 2004 until 31st October 2006 the rent shall be one thousand three hundred pounds (£1,300) per calendar month and from 1st November 2006 until 31st October 2007 the rent shall be one thousand four hundred pounds (£1,400) per calendar month inclusive of water and sewerage charges
- 8 It is hereby agreed that the Tenancy may be terminated by the tenant on 31st October 2003 provided the Tenant gives three months notice

FIRST SCHEDULE

FIXTURES AND FITTINGS

To be listed . . .

Fitted carpets

SECOND SCHEDULE

TENANTS WORKS

Fitted carpets to the following rooms:

Kitchen, Both Bathrooms, Hall, Stairs, Landing, Breakfast Room, Lounge, Dining Room, Master Bedroom, Bedroom 4.

Complete Decoration of all walls and ceilings.

No compensation payable for any tenants work at any time.

IN WITNESS whereof the parties have hereunto signed as a deed the day and year first before written

Signed as a deed by)
Richard Taylor)
in the presence of :-)

Witness' Signature :

Name : JAMES CAMB

Address : BYWORTH BETVA

Occupation :

COMPANY DIRECTOR.

EXHIBIT HF3

NORMAN COURT & SOWLEY FARMS LTD

Norman Court Estate

Sowley Estate

Hippenscombe Estate

Richard Taylor
Hippenscombe Farm House
Fosbury
Marlborough
Hampshire
SN8 3NW

10th February 2005

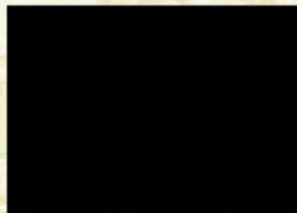
Dear Richard

HIPPENSCOMBE FARMHOUSE

Hopefully your boiler replacement is in hand and your cleaner can cease her mopping.

I have given some thoughts to your suggestion of extending the Lease at Hippenscombe and confirm that the Estate is prepared to extend the Lease to 2015. I think the arrangement suits us both well and I have suggested below the levels of rent we would be prepared to agree to.

Effective from May 2005
Effective from May 2007
Effective from May 2009
Effective from May 2011
Effective From May 2013



As you can see, I have spent a huge amount of time constructing a very elaborate rent schedule! Seriously, I think the above makes good sense for both parties and hope you can agree to it.

Please could you sign the enclosed copy letter as your acknowledgement of receipt of and agreement to the above, which we can then file with the original Assured Shorthold Tenancy Agreement.

With kind regards.

Yours sincerely



Richard Williamson - Farms Director
For and on behalf of Norman Court & Sowley Farms Ltd



Signed Date ...13/7/05...

Richard Taylor



EXHIBIT HF4

05 April 2024

Our ref: 2383-10521

BY POST

Mr R Taylor
Hippenscombe Farmhouse
Fosbury
Marlborough
Wiltshire
SN8 3NW

Dear Mr Taylor

NOTIFICATION OF CHANGE OF LANDLORD UNDER S.48 OF THE LANDLORD AND TENANT ACT 1987

Following the recent sale of Hippenscombe Estate, I am writing to introduce BCM as the new managing agents for the residential properties and to advise you of new contact details.

1. Change of Landlord:

As a matter of formality, I can confirm a change to your tenancy agreement. In accordance with Section 48 of the Landlord and Tenant Act 1987, the Landlord's name and address in England and Wales of which Notices (including notices of proceedings may be served on the Landlord by the Tenant) are to be served to:

Conholt Nominees Limited c/o BCM LLP
The Old Dairy
Sutton Scotney
Winchester
SO21 3NZ

2. Payment of Rent

For the payment of your rent, please be advised that the bank account details are as follows:

Bank: **Barclays**
Account Name:
Account Number:
Sort Code:



I would be grateful if you could kindly update these details for your standing order.



Scotney | Winchester | Hampshire | SO21 3NZ
t 01962 763900 | f 01962 763901
www.bcm.co.uk

3. Repairs and Out of Hours

Going forward, should you have any issues or repairs that need reporting please contact our lettings department using the details below:

T: 01962 763908

E: lettings@bcm.co.uk

Mon-Fri 8.30AM – 5.30PM

In cases of **emergencies** that are out of hours, please call 07810 855881.

I would be very grateful if you could kindly let me know by return that you have received this. When doing so, please can you provide me with your contact details (email and contact number) for our future reference.

If you have any questions, please do not hesitate to get in touch at any time.

Yours sincerely,

Lily Walker

Rural Surveyor

01962 765 077

lwalker@bcm.co.uk

Tom Woods

Head of Residential Sales and Lettings

01962 763 900

twoods@bcm.co.uk

EXHIBIT HF5

Agreement for the Creation of an Assured Shorthold Tenancy (England and Wales only)

SECTION A – BASIC TERMS

The parties to this Agreement hereby agree that the attached RICS Model Terms and Conditions together with any amendments or variations made by the parties to the Model Terms and Conditions shall apply along with and subject to the following:

Date of this Agreement:	1st January 2025
The Parties:	
The Landlord:	Conholt Nominees Ltd Conholt Park Conholt Andover Hampshire SP11 9HA
The Tenant:	Mr Richard Taylor Hippenscombe Farmhouse, Fosbury, Marlborough Wiltshire, SN8 3NW
Address of the Property: (as described in Schedule 1)	Hippenscombe Farmhouse, Fosbury, Marlborough, Wiltshire, SN8 3NW

The Subject of the Letting

- Schedule 1 The Schedule of Condition and the Contents of the Property
- Schedule 2 Prescribed Information for Assured Shorthold Tenancies

The (Fixed) Term of Tenancy: 12 months (with a break clause after the first 6 months of the tenancy)	Deposit: [REDACTED] Held in the TDS (see Clause 4)
Commencing on: 1st January 2025	Expiring on: 31st December 2025
Rent per calendar month: [REDACTED] (see Clause 2)	Responsibility for water and sewerage charges: Landlord (See Clauses 2(2)(b) and 3(2))
Day of month on which payable: 1st (see Clause 1)	Rate of interest is 3% above the base rate of: Bank of England (see Clause 5(2))
	Exclusions from the Tenancy: (e.g. garage, garden or other facilities)

In accordance with Section 48 of the Landlord and Tenant Act 1987 the address for the service of Notices upon the Landlord (in England and Wales) is:

BCM Wilson Hill
The Old Dairy
Winchester Hill
Sutton Scotney
Hampshire
SO21 3NZ

SECTION B – INDIVIDUALLY NEGOTIATED TERMS

Any other variations from the attached Conditions or Clauses

- The Property has a private drainage system whereby no harmful or corrosive substances, sanitary products or baby wipes should be flushed. Tenants will be liable for plumbing costs if any of these items are found to have been disposed. Please see Clause 2(12).
- This agreement may be ended by the Landlord giving 6 months' notice in writing, after the first 6 months of this tenancy.

SECTION C – STANDARD TERMS

Royal Institution of Chartered Surveyors' Standard Terms and Conditions for an Assured Shorthold Tenancy

1 The Rent

The Rent is payable in advance on the 1st of each month specified in this Agreement save that the first payment (or proportionate part of it) is to be made on the signing of this Agreement for the period to the day on which Rent should next be paid.

2 Tenant's Undertakings

You are Required to Pay as Follows:

2.1 Rent

To pay the Rent at the times and in the manner specified above, whether demanded or not. The Rent is to be paid by Standing Order to the following Account:



2.2 Charges for Services and use of the Property

2.2.1 To pay all charges in relation to the supply and use of telephones, gas, oil and electricity during the Tenancy, and not to cause or permit any such services to be disconnected, altered or removed and to pay for any reinstatement, should this be necessary during or at the end of the Tenancy whether due to the actions or lack of action of the Tenant.

2.2.2 To pay the Council Tax payable in respect of the property for the duration of the Tenancy, or any other Local Government or National Tax levied upon occupation or Tenancy.

2.2.3 To pay for the licence fee of any television set in the Property whether belonging to the Landlord or the Tenant payable in respect of the Property for the duration of the Tenancy.

2.2.4 To pay for pest control costs.

2.2.5 To protect the Landlord from loss, arising from the Tenant's failure to comply with the terms above.

2.3 Removal of Goods

If the Property is incapable of re-letting or beneficial use because the Tenant has left substantial goods in the Property, the Tenant will be required to pay a sum equal to the Rent until such goods have been removed from the Property. The Landlord shall, upon proper notice, be entitled to remove and dispose of any goods left by the Tenant in the Property and to recover the costs of storage and sale from the proceeds, with any balance to be paid to the Tenant.

2.4 Landlord's Costs

To pay the Landlord's or his Agent's reasonable costs in respect of any failure or contractual damages by the Tenant to fulfil his undertakings contained in this Agreement, whether for the payment of Rent or otherwise, including:

Bank charges incurred by the Landlord or his Agent in relation to cheques, standing orders or direct debits for the payment of Rent not being honoured.

Any other reasonable costs arising out of such failure.

2.5 Changes to a tenancy

If a reasonable request is made to alter the tenancy agreement there may be a charge of up to £50.00 or higher in some circumstances.

The Tenant Must Carry Out the Following Undertakings

2.6 To Forward Notices

To send to the Landlord or his Agents promptly all correspondence for the Landlord including notices, orders or proposals affecting the Property and served there by any person, body or authority (other than the Landlord or his Agents).

2.7 Care of Property and Contents

2.7.1 Not to damage, pull down, alter, add or in any way interfere with the construction or arrangement of the Property or the internal or external decoration or colours of it.

2.7.2 To inform the Landlord or his Agents promptly of any occurrence, disrepair or damage, within the Tenant's knowledge, which might cause harm to the Tenant or other persons having lawful access to the Property.

2.7.3 To ensure that a reasonable level of oil is maintained in the oil tank at all times and to pay any costs incurred in rectifying the boiler and heating system if the oil runs out at any time.

2.7.4 To maintain in a clean and acceptable condition throughout the term of the Tenancy the interior of the Property and the Contents.

2.7.5 To test any smoke detector(s) located in the Property periodically and replace batteries as necessary at the Tenant's expense and report any fault to the Landlord or his Agents.

2.7.6 To replace all fuses and light bulbs when necessary.

2.7.7 To keep the gutters clear throughout the Tenancy.

2.7.8 If the Landlord suffers any loss or damage directly arising from the above, they will seek redress and compensation using the normal means including court action. This does not remove the Landlord's liability under provisions of Section 4(2) Defective Premises Act 1972.

2.7.9 If the Tenant wishes to carry out any redecoration of the Property, or any part of it, he must apply formally to the Landlord or his Agent for consent which will not be unreasonably withheld.

2.8 Keep the Property

2.8.1 To keep the interior decorations of the Property and Contents clean.

2.8.2 To maintain the internal decorations to the condition described in Schedule I of the Condition of the Property, listed under Section A.

2.8.3 In an emergency to take appropriate minimum remedial action to prevent further damage to the Property but not otherwise to arrange or carry out repairs without first giving the Landlord notice and a reasonable opportunity to carry out repairs himself.

2.9 To Permit the Landlord Entry to the Property

2.9.1 To permit the Landlord, any Superior Landlord and all others authorised by them and their Agents, with or without workmen, and others at all reasonable times and with reasonable frequency during the Tenancy upon providing a minimum of 24 hours written notice (except in the case of emergency) to enter the Property for the following reasons:

2.9.1.1 Examining, maintaining, or repairing the Property or any of the Contents, or the carrying out of safety inspections.

2.9.1.2 the Tenant has not complied with a written notice under this Agreement and the Landlord, or the Agent wishes to enter the Property in accordance with that clause.

2.9.2 To permit the Landlord, any Superior Landlord and all others authorised by them during the last two calendar months of the Tenancy:

2.9.2.1 at reasonable times of the day to conduct viewings of the Property with prospective purchasers or tenants by prior appointment;

2.9.2.2 to put up and maintain in a conspicuous part of the Property a notice that it is to be sold, let, or otherwise dealt with

2.10 Gardens

2.10.1 To keep the garden, window boxes (if any), paths and patios properly maintained, reasonably free from weeds and in a neat and tidy condition.

2.10.2 To keep any lawns properly mown and trees and shrubs pruned regularly during the growing season.

2.10.3 Not to cut down or remove any trees or shrubs without the Landlord's consent, not to be unreasonably withheld.

2.10.4 Not to alter the layout of any garden without the Landlord's consent, not to be unreasonably withheld.

2.11 Glass

2.11.1 To ensure that the windows are cleaned at the end of the Tenancy to the same standard as noted on the inventory check in report from the start of the Tenancy.

2.11.2 To replace promptly any cracked or broken windows or door glass to the Property broken by the Tenant, his family or any visitors.

2.12 Plumbing

The Tenant or any invited guests should not cause any obstruction or damage to any of the plumbing, including drains, pipes, sinks, lavatories or cisterns at the Property. (The Landlord has a legal duty to repair and keep them in proper working order.)

2.13 Chimneys

The Tenant must only use the chimney(s) with permission. Such consent will not be unreasonably withheld if the chimney is safe to use. If the Tenant wishes to use the chimney(s), the Tenant is responsible for having the chimney(s) swept annually by a professional chimney sweep and provide a certificate to the agent or Landlord.

2.14 Yielding up

2.14.1 At the end or sooner determination of the Tenancy to give up the Property and all additions to it and all the Contents (except such as the Tenant shall be entitled by law to remove) specified in Schedule I or the articles substituted for them in as good a state of repair and condition as they were at the beginning of the Tenancy (as detailed in Schedule I) with the exception of fair wear and tear.

2.14.2 At the end of the Tenancy to clean the property and the carpets to the same standard as noted in the inventory check in report from the start of the Tenancy.

2.14.3 At the end of the Tenancy to leave the Contents in the rooms or places in which they were at the beginning of the Tenancy.

2.14.4 To attend or be represented at the inventory checkout which will be arranged for the last day of the Tenancy or by agreement on a day that is convenient to both parties.

2.14.5 To remove or pay for the removal of all refuse and rubbish belonging to the Tenant at the end of the Tenancy and dispose of it in the receptacle provided or arrange to pay for its disposal by the local authority at the end of the Tenancy.

2.14.6 To ensure that the oil tank is filled to the same level as at the start of the Tenancy or pay to have it filled to the same level.

2.14.7 To provide a forwarding address to the Landlord or the Agent by the last day of the Tenancy.

2.14.8 To arrange the redirection of post addressed to the Tenant.

The Tenant Must Not Contravene These Requirements

2.15 Use of the Property

Not to carry on or permit to be carried on upon the Property any profession, trade or business without the Landlords written consent and only to use the Property as a private residence for the Tenant and the Tenant's spouse or partner and children.

2.16 Improper Use

Not to use the Property for illegal or immoral purposes nor to do or permit to be done any act or thing which may be or become a nuisance or cause damage or annoyance to the neighbours.

2.17 Insurance

Not to contravene the terms of any insurance of the Property or do anything which would violate or increase the ordinary premium. (A copy of the insurance conditions can be made available to the Tenant upon request).

2.18 Subletting/Sharing Occupancy

Not to sublet, mortgage or charge the benefit of this Agreement or part with or share possession or occupation of the Property or any part of it or receive paying guests.

2.19 Assignment and Early Termination

2.19.1 Not to assign this Agreement without first asking the Landlord in writing for his consent. The Landlord will not unreasonably withhold or refuse consent. (Under the Landlord and Tenant Act 1988 the Landlord must give an answer in a reasonable time.)

2.19.2 The Landlord may impose conditions on consent to an assignment:

2.19.2.1 that the incoming Tenant signs an agreement with the Landlord to comply with the terms of this Agreement;

2.19.2.1 either that the outgoing or incoming Tenant pays reasonable administration charges incurred by the Landlord in dealing with the assignment.

2.19.3 Instead of consenting to an assignment, the Landlord may insist on granting a new Tenancy Agreement to an incoming Tenant, in which case the outgoing Tenant's obligations under this Agreement come to an end when the new Agreement is signed. The outgoing Tenant must pay reasonable administration charges incurred by the Landlord in dealing with the new Agreement to include referencing and marketing costs.

2.19.4 Where the Landlord cannot consent to an assignment, then provided that the conditions of this Tenancy Agreement have been substantially complied with, the Tenant shall have the right to terminate this Agreement by the giving of one month's notice in writing.

2.19.5 If the Tenant vacates the Property during the Term apart from according to any agreed break clause which is included within the Agreement, the Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the term expires or the Property is re-let (the Landlord is not under any obligation to re-let the Property) whichever is earlier.

2.20 Removal of Contents

Not to remove the Contents specified in Schedule I, or any substituted Contents from the Property.

2.21 Leaving the Property Unoccupied

Not to leave the Property vacant or unoccupied for a period in excess of 28 consecutive days without formally notifying the Landlord or his Agents.

When the Property is left unattended to fasten securely all locks and bolts fitted to doors and windows and activate any burglar alarm system fitted in the Property. During the winter months to take adequate precautions to avoid damage by freezing.

2.22 Locks and Keys

Not to alter, 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 (such consent not to be unreasonably withheld) of the Landlord or his Agents.

To deliver to the Landlord or his Agents at the end of the Tenancy all keys and security devices whether original or additional. In the event that any such keys or security devices have been lost, the Tenant shall pay to the Landlord on demand reasonable costs incurred by the Landlord in replacing the locks to which the lost keys belonged or the sourcing of new keys and security devices.

2.23 Advertisements

Not to affix or exhibit any form of advertisement at the Property, including placards, signs or posters.

2.24 Storage of Inflammable Goods

Not to store in the Property any oil, paraffin or bottled gas.

2.25 Fire Hazards

Not to use portable appliances fuelled by oil, paraffin or bottled gas. Not to charge e-bikes or e-scooters inside the Property unattended. Escape routes must be kept clear.

2.26 Electric vehicle charging

Electric vehicles must not be charged by extension leads from the Property. Permission must be obtained from the Landlord to install an EV charger.

2.27 Animals

Not to keep any animals on the Property without the consent in writing from the Landlord or his Agent. The Landlord must reply to such requests in writing within 28 to confirm or deny consent. If the Landlord does not reply within 28 days, the Tenant can assume that permission is granted. When permission is given for the keeping of animals such consent may be withdrawn with proper notice and reasonable justification.

If permission is granted, the Tenant shall keep his or any of his visitors' dogs under proper control at all times and not allow it/them to foul the cultivated gardens of this property nor any adjoining property of the Landlord's or the Landlord's other Tenants. The Tenant shall properly clean and remove his dog's or any of his visitors' dog's excrement from the property, including the cultivated gardens and from any adjoining property of the Landlord.

2.28 Washing

Not to hang or allow to be hung any clothes or other articles on the outside of the Property, except in the areas (if any) designated for the purpose.

2.29 Aerials

Not to erect or permit to project outside the Property any wireless or television aerial or satellite dish or other construction without:

2.29.1 Landlord's consent, not to be unreasonably withheld, and

2.29.2 Landlord's agreement to the form of installation.

2.30 Telephone

Not to allow the existing telephone number to be changed or transferred and not to obtain additional lines without prior written approval from the Landlord or the Agent, such approval shall not to be unreasonably withheld.

2.31 Smoking

Not to smoke or permit anyone visiting the property to smoke tobacco or any other substances.

2.32 Data Protection

For the purposes of Schedule 2 to the Data Protection Act 1998, the Tenant hereby confirms that the Landlord or the Agent (being a data controller for the purposes of that act in relation to all data held by or on behalf of the Landlord in relation to the tenancy) is hereby unconditionally and irrevocably, authorised to release the name and forwarding address of the tenant to such entities as may be providing utilities, local authority, legal adviser, debt collectors, reference agencies and other interested third parties.

2.33 Immigration Act and Right to Rent

If the Tenant has a time limited Right to Rent in the United Kingdom as defined by the Immigration Act 2014, the Tenant shall, upon receipt of any communication touching or concerning their residency status in the United Kingdom from a relevant government department or body, advise the Landlord or his agent of such and shall provide to them upon request copies of any such written communication.

3 The Landlord's Obligations

3.1 Quiet Enjoyment

During the Tenancy the Tenant may quietly enjoy the Property without any lawful interruption by the Landlord or any person claiming under or in trust for the Landlord.

3.2 Charges for Services and use of the Property

Except for costs due to the Landlord under this Agreement and except for the undertakings referred to in Clause 2(2) above, the Landlord will protect the Tenant from loss in respect of other charges arising out of the use of the Property during the Tenancy.

3.3 Repairs

3.3.1 To keep in reasonable repair the Contents (see Schedule I).

3.3.2 To keep in repair the structure and exterior of the Property and keep in repair and proper working order the installations in the Property for the supply of water, electricity, gas and sanitation and the installations in the Property for space heating and heating water, in addition to the maintenance of all mechanical and electrical appliances, which form part of the Contents of the Property.

3.3.3 To pay to have the boiler serviced annually. (Access to be agreed with the Tenant but not to be unreasonably withheld.)

(Section 11 of the Landlord and Tenant Act 1985 imposes repairing obligations on the Landlord which he must comply with. The Tenant should also know that to 'keep in repair' means that the Landlord must carry out repairs even if the disrepair existed at the date the Tenancy was granted. The Tenant may wish to consult a solicitor or Citizens Advice Bureau if they are unsure as to the Landlord's obligations.)

3.4 Insurance

3.4.1 To insure, or to use reasonable endeavours to ensure that the Superior Landlord insures the Property against loss or damage by fire and all other normal risks.

3.4.2 Should any part of the Property be damaged or destroyed by the insured risks and thereby rendered unfit for human habitation during the Tenancy and so long as the Landlord's insurance policy has not been invalidated by any act or default of the Tenant, the Rent hereby reserved, or a fair proportion thereof according to the nature and extent of the damage sustained, shall be suspended until the Property shall again be rendered fit for human habitation.

(Note that the Landlord does not insure the Tenant's own belongings in the Property. The Tenant should take out his own insurance to cover his own belongings.)

3.5 Safety Regulations

To confirm that all gas appliances (if any) comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record has been given to the Tenant at the start of the Tenancy.

4 The Deposit

4.1 The Deposit of £[REDACTED] paid by the Tenant to the Agent.

4.2 The Deposit is held by The Agent who is a member of the Tenancy Deposit Scheme run by The Dispute Service.

4.3 Any interest earned will belong to The Agent.

4.4 The Deposit has been taken for the following purposes:

4.4.1 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.

4.4.2 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 premises, its fixtures and fittings.

4.4.3 Any damage, or compensation for damage to the premises 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

4.4.4 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.

4.4.5 Any other breach by the Tenant of the terms of this Agreement.

4.5 The Tenant shall not be entitled to withhold any payment of Rent or any other monies payable under this Agreement on the ground that the Landlord, or the Agent, holds the Deposit or any part of it.

4.6 Protection of the deposit

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

The Dispute Service Ltd, First Floor, West Wing, Maylands Building, Maylands Avenue, Hemel Hempstead, Hertfordshire, HP2 7TG

Phone 0845 226 7837

Email deposits@tenancydepositscheme.com

Fax 01442 253193

4.7 At the end of the Tenancy

4.7.1 The Agent must tell the Tenant within 10 working days of the end of the Tenancy if they propose to make any deductions from the Deposit.

4.7.2 If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the Tenancy Agreement.

4.7.3 Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

4.7.4 The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the Deposit within 20 workings days after the termination of the Tenancy 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 TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

4.7.5 If, after 10 working days following notification of a dispute to the Agent and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 4(6)(e) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

4.7.6 If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of The Dispute Service Ltd from time

to time, shared equally between the Landlord and the Tenant, the liability for any subsequent costs will be dependent upon the award made by the arbitrator.

4.7.7 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remains unaffected by the above clauses.

4.7.8 The prescribed information referred to as Schedule 2 forms part of this Tenancy Agreement.

4.8 Other terms

The holding and use of the Deposit shall not affect any other rights and remedies available to the Landlord under the terms, whether express or implied, of this Agreement.

5 It is Further Agreed That

5.1 Inventory Check

At the end of the Tenancy there will be an inventory check to which the Tenant will be invited to attend. If neither the Tenant nor his representative attend the inventory check without a reasonable excuse, the Landlord or his Agent may assess in the absence of the Tenant any sums due for damage to the Property or Contents.

5.2 Interest on Late Payment

If any Rent or other money payable by the Tenant to the Landlord under the provisions hereof shall not be paid on the day on which it became due, the same shall be payable with interest thereon at the rate specified in this Agreement from the date it became due, until the date payment is received. The rate is 3% above the Bank of England base rate for each day that the payment has been outstanding once the payment has been outstanding for 14 days or more.

5.3 Joint and Several Liability

Obligations to be undertaken by more than one person are joint and several obligations, which means that each Tenant is individually responsible for the Tenants' undertakings and restrictions in this Agreement and each Landlord is individually responsible for the Landlords' obligations in this Agreement.

5.4 Data Protection and Confidentiality

5.4.1 The Tenant's personal data, which will be processed in the execution of this agreement will be handled in accordance with the General Data Protection Regulation (EU) 2016/679. Further details regarding this processing activity is set out in the associated privacy Notice, which can be found at: <https://www.bcmwilsonhill.co.uk/privacy-policy/>

5.5 Interpretation

Within this Agreement the following interpretation and definitions apply:

5.5.1 'Landlord' means anyone owning an interest in the Property, whether freehold or leasehold, entitling them to possession of it upon termination or expiry of the tenancy and anyone who later owns the Property;

5.5.2 'Tenant' means anyone entitled to possession of the Property under this Agreement;

5.5.3 Where applicable, 'Agent' means anyone who subsequently takes over the rights and obligations of the Agent;

5.5.4 'Contents' mean those specified in Schedule I to this Agreement;

5.5.5 'Rent' includes any payment in settlement of Rent whether by cash, cheque or other means either by the Tenant to this Agreement or by any other party. In the latter case the person making payment shall be assumed to be acting as Agent for and on behalf of the Tenant and such payment will not create any additional interest or Tenancy in the said Property other than for the Tenant named;

5.5.6 'Property' means any part or parts of the building, boundaries, fences, garden and outbuildings belonging to the Landlord unless they have been specifically excluded from the Tenancy;

5.5.7 'Term' or 'Tenancy' means any extension or continuation of the contractual tenancy or any statutory periodic Tenancy arising after the expiry of the original Term;

5.5.8 'Deposit' is the sum of money referred to in Section A and under Clause 4 paid by the Tenant to the Agent and held in accordance with Clause 4;

5.5.9 'TDS' means The Dispute Service who manages the Tenancy Deposit Scheme and whose details are shown in the Tenancy Agreement;

5.5.10 'ICE' means the Independent Case Examiner of The Dispute Service Limited;

5.5.11 'Deposit Holder' in the Prescribed Information means the person, firm or company who holds the Deposit under this Agreement and is a member of the TDS;

5.5.12 The grounds referred to in this Agreement upon which the Landlord can recover possession from the Tenant during the fixed term (this excludes Ground 1) as set out in Schedule 2 of the Housing Act 1988 (as amended) as follows:

Mandatory Grounds

Ground 2: at the start of the Tenancy the Tenant was advised that the Landlord owns the property, normally lives there and that his lender may have the power of sale on the Property if the Landlord does not make his mortgage payments for the Property;

Ground 7a: Any of the following conditions is met:

The Tenant, or a person residing in or visiting the Premises, has been convicted of a serious offence, which was committed (wholly or partly) in, or in the locality of, the Premises or was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or which was committed elsewhere against the Landlord or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and directly or indirectly related to or affected those functions.

The Court has found in relevant proceedings that the Tenant, or a person residing in or visiting the Premises, has breached a provision of an injunction under Section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and the breach occurred in, or in the locality of, the Premises, or the breach occurred elsewhere and the provision breached was a provision intended to prevent conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of the Premises, or conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or conduct that is capable of causing nuisance or annoyance to the Landlord of the Premises, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

The Tenant, or a person residing in or visiting the Premises, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved (a) a breach that occurred in, or in the locality of, the Premises, or (b) a breach that occurred elsewhere of a provision intended to prevent (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the Premises, or (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the Landlord, or a person employed (whether or not by the Landlord) in connection with the exercise of the Landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

The Premises is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and access to the Premises has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

The Tenant, or a person residing in or visiting the Premises has been convicted of an offence under section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if:

there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned, or withdrawn, or the final determination of the appeal results in the conviction, finding or order being overturned.

Ground 7b: Both of the following conditions are met in relation to a dwelling house in England.

Condition 1 is that the Secretary of State has given a notice in writing to the Landlord or, in the case of joint Landlords, one or more of them which identifies:

the tenant or, in the case of joint tenants, one or more of them, or

one or more other persons aged 18 or over who are occupying the dwelling-house, as a person or persons disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy

Condition 2 is that the person or persons named in the notice:

fall within paragraph (a) or (b) of condition 1, and

are disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy.

For the purposes of this ground a person ("P") is disqualified as a result of their immigration status from occupying the dwelling-house under the tenancy if:

P is not a relevant national, and

P does not have a right to rent in relation to the dwelling-house.

P does not have a right to rent in relation to the dwelling-house if:

P requires leave to enter or remain in the United Kingdom but does not have it, or

P's leave to enter or remain in the United Kingdom is subject to a condition preventing P from occupying the dwelling-house.

But P is to be treated as having a right to rent in relation to a dwelling-house if the Secretary of State has granted P permission for the purposes of this ground to occupy a dwelling-house under an assured tenancy.

In this ground "relevant national" means:

a British citizen,

an Irish citizen, or

a person who is not an Irish citizen and who has leave to enter or remain in the United Kingdom which was granted by virtue of residence scheme immigration rules within the meaning given by section 17 of the European Union (Withdrawal Agreement) Act 2020

Ground 8: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings (a) at least eight weeks Rent is unpaid where Rent is payable weekly or fortnightly; (b) at least two months' Rent is unpaid if Rent is payable monthly; (c) at least one quarters Rent is more than three months in arrears if Rent is payable quarterly; (d) at least three months' Rent is more than three months in arrears if Rent is payable yearly;

Discretionary Grounds

Ground 10: both at the time of serving the notice of the intention to commence proceedings and at the time of the court proceedings there is some Rent outstanding;

Ground 11: there is a history of persistently late Rent payments;

Ground 12: the Tenant is in breach of one or more of the obligations under the Tenancy Agreement;

Ground 13: the condition of the Property or common parts has deteriorated because of the behaviour of the Tenant, or any other person living at the Property;

Ground 14: the Tenant or someone living or visiting the Property has been guilty of conduct which is, or is likely to cause, a nuisance or annoyance to neighbours; or, that a person residing or visiting the Property has been convicted of using the Property, or allowing it to be used, for immoral or illegal purposes or has committed an arrestable offence in or in the locality of, the Property;

Ground 14ZA: The Tenant or an adult residing in the Premises has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

Ground 15: the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the Property;

Ground 17: the Landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by either the Tenant or a person acting at the Tenant's instigation.

5.6 The acceptance of Rent after the Tenant has breached any of his obligations contained within this Agreement shall not prejudice the Landlord's right to enforce compliance with this Agreement.

6 Recovery of Possession

The following clauses set out ways in which the Landlord may recover possession of the Property. If either party is unsure of their rights or requires further clarification they should consult a solicitor or their local Citizens Advice Bureau.

The Landlord can seek possession of the Property

6.1 before the expiry of the Term if the grounds upon which the Landlord is entitled to recover possession, as stated in clause 5(4)(l) of this Tenancy Agreement, are made out as detailed. To bring the Tenancy to an end before the expiry of the Term the Landlord must first serve on the Tenant a notice seeking possession under Section 8 of the Housing Act 1988 and obtain a court order before he can take possession of the Property. A court bailiff must be instructed to evict the Tenant. Where the Landlord relies on any ground other than ground 2 to 8, the court will only order possession against the Tenant where it is reasonable to do so.

6.2 After six months or on the day the Tenancy expires, whichever is later, or at any time after that, as of right. The Landlord must give a minimum of six months' notice under Section 21 of the Housing Act 1988 and obtain a court order before he can take possession of the Property

6.3 If at any time the Rent, or any part of it remains unpaid for 14 days after falling due, whether formally demanded or not

6.4 If at any time the Tenant has not complied with any major agreement or obligation under the Tenancy Agreement.

7 Provisions for the serving of notices

7.1 Provision for the serving of notices by the Landlord or Agent

If the Landlord or the Agent deliver by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament, to the Property or the last known address of the Tenant if different, and reasonable evidence is kept of the delivery, the documents or Notices will be deemed delivered on the next working day, which excludes Saturdays, Sundays and Bank Holidays; or if the documents or Notices are sent by ordinary first class post addressed to the Tenant at the Property or the last known address of the Tenant if different, and reasonable evidence is kept of the delivery, the documents or Notices will be deemed delivered two working days later, which excludes Saturdays, Sunday and Bank Holidays; or if any of the documents or Notices are sent by registered or recorded delivery post the documents will be deemed upon proof of delivery being obtained. If any documents or Notices are sent by email to the email address the Tenant provided in the Application Form for this purpose, the documents or Notices will be deemed delivered the next working day.

7.2 Provision for the serving of notices by the Tenant or his agent

If the Tenant or his agent delivery by hand by 4.30pm any Notices or documents which are necessary under the Agreement, or any Act of Parliament, at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different, and reasonable evidence is kept of the delivery, the documents will be deemed delivered on the next working day; or if the documents or Notices are sent by ordinary first class post addressed to the Landlord at the address specified for services of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different, and reasonable evidence is kept of the delivery, the documents or Notices will be deemed delivered two working days later; or if any documents or Notices are sent by registered, or recorded delivery post addressed to the Landlord at the address specified for service of Notices under the Landlord and Tenant Act 1987 or the last known address of the Landlord if different, the documents will be deemed delivered upon proof of delivery being obtained. A working day excludes a Saturday, Sunday and Bank Holiday.

7.3 Data Protection Act 1998

It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent during the Tenancy; that present and

future addresses and other contact details of the parties may be provided to each other, to utility suppliers, the local authority, authorised contractors, any credit agencies, reference agencies, legal advisers, debt collectors or any other interested third party.

7.4 Notices and documents

It is hereby agreed that the Tenant and Landlord consent to receiving notices, agreements and documents by email, to the email address provided.

8 The Schedules

Schedule 1 The Schedule of Condition and the Contents of the Property

Schedule 2 Prescribed Information for Assured Shorthold Tenancies

Signatures:

The Landlord:

Charles Craven

Conholt Nominees

14th January 2025 at 3:53pm

Richard Taylor

14th January 2025 at 4:21pm

The Tenant:

Mr Richard Taylor