

IN THE MATTER OF AN APPLICATION FOR A CERTIFICATE OF LAWFULNESS UNDER
SECTION 191 TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

WITNESS STATEMENT OF
AMANDA HARDING

I, **AMANDA HARDING** of Riverview, The Staithe, Stalham, Norfolk NR12 9DA **WILL SAY** as follows:

1 INTRODUCTION

- 1.1 I make this witness statement in support of an application to North Herts Council (the "**Council**") pursuant to s.191 Town and Country Planning Act 1990 (as amended) for a Certificate of Lawful Use or Development (the "**Application**") in respect of Libre View, Nuthampstead, Royston, Hertfordshire SG8 8ND (the "**Property**") for:

1.1.1 The use of the Property without compliance with condition 3 attached to planning permission ref: 1/457/82(277) dated 1 July 1982, the description of which is Outline application (siting, design, external appearance & landscaping reserved) for the erection of an agricultural workers' dwelling. Parts O.S. 95 & 96 (the "**Planning Permission**").

- 1.2 Condition 3 of the Planning Permission provides as follows:

"The occupation of the dwelling shall be limited solely to persons wholly employed or if no longer in full time employment last employed locally in agriculture as defined in Section 290(1) of the Town and Country Planning Act 1971 or similarly employed or last employed in forestry, and the dependents of such persons residing with them, or the widow or widower of such a person."

- 1.3 I am aware that use of the Property without compliance with condition 3 has taken place for a continuous and uninterrupted period in excess of 10 years.
- 1.4 Save where I have expressly indicated, the contents of this witness statement are within my direct knowledge.

2 DOCUMENTS

- 2.1 I have exhibited to this witness statement the following supporting documents:

- 2.1.1 Exhibit AH1 Planning permission ref: 1/457/82(277) dated 1 July 1982.
- 2.1.2 Exhibit AH2 Letter from me to Robert Dimsdale dated 6 February 2000
- 2.1.3 Exhibit AH3 Assured Shorthold Tenancy Agreement for the Property dated 23 December 2014

3 BACKGROUND, USE OF THE PROPERTY AND TIMELINE

- 3.1 I first moved into the Property in 1994. At the time I was employed by Ian Welch to work part-time on Bury Farm, Nuthampstead, Royston, Hertfordshire SG8 8NG and part-time in the bakery which he and his wife Christine ran.
- 3.2 Mr Welch was the tenant of Bury Farm. His landlord was Mr Dimsdale. Due to a change in my financial circumstances, I wrote to Mr Dimsdale in 2000 enquiring about the Property would be available to purchase. I have exhibited this letter, dated 6 February 2000, as AH2. As you can see, I was aware at the time the Property was tied to agricultural occupation, but in 2000 I remained employed part-time in agriculture.
- 3.3 In September 2012, however, I ceased to work for Mr Welch and to be employed in agriculture. Since leaving agriculture, I have worked in the following jobs:
 - 3.3.1 From October 2012 to September 2024, I worked in a series of jobs as a nanny / housekeeper in a number of different homes in the area.
 - 3.3.2 From September 2024 to the present day I have been unemployed.
- 3.3.3 I lived at the Property with my children from 1994 to February 2025, when I moved out of the Property.
- 3.4 Two of my sons were born before I moved to the Property and my youngest was born there in 1995. My youngest son was the last to move out in 2019. None of my children have ever worked in agriculture: two of them are CAD technicians and one works in property development.
- 3.5 Therefore, during our occupation of the Property from October 2012 onwards, no one in the Property worked in agriculture or forestry, and we were not depends on anyone who worked in agriculture or forestry.
- 3.6 I am therefore aware that the Property has been occupied for an uninterrupted and continuous period of in excess of 12 years from the period between October 2012 to February 2025 without compliance with condition 3 as set out at paragraph 1.2 above.

Dated this 11 day of October 2025

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

.....
AMANDA HARDING

AMANDA HARDING
AH
Exhibits AH1 – AH3

Exhibit AH1

NORTH HERTFORDSHIRE DISTRICT COUNCIL
TOWN & COUNTRY PLANNING ACT 1971
OUTLINE PLANNING PERMISSION

Town Planning
Ref.No.1/457/82(277)...

To Mr. I. Welch,
Bury Farm,
Nuthampstead,
Herts.

Outline application (siting, design, external appearance & landscaping reserved) for the erection of an agricultural workers' dwelling. Parts O.S. 95 & 96, Nuthampstead.

Brief description and location of proposed development.

In pursuance of their powers under the above Act and the associated Orders and Regulations, the Council hereby GRANT PERMISSION for the development proposed by you in your outline application received with sufficient particulars on 8th April 1982 subject to the following conditions:-

1. The development hereby permitted shall not be carried out otherwise than in accordance with detailed plans and drawings showing the siting, layout, design, landscaping, and the external appearance of the building, which shall have been approved by the local planning authority, before any development is commenced.
2. (a) Application for approval in respect of all matters reserved in Condition 1 above shall be made to the local planning authority within a period of 3 years commencing on the date of this notice.
(b) The development to which this permission relates shall be begun by not later than whichever is the later of the following dates:-
 - (i) the expiration of a period of 5 years, commencing on the date of this notice.
 - (ii) The expiration of a period of 2 years commencing on the date upon which final approval is given by the local planning authority or by the Secretary of State or, in the case of approval given on different dates, the final approval of the last such matter to be approved by the local planning authority or by the Secretary of State.
3. The occupation of the dwelling shall be limited solely to persons wholly employed or if no longer in full time employment last employed locally in agriculture as defined in Section 290(1) of the Town and Country Planning Act 1971 or similarly employed or last employed in forestry, and the dependents of such persons residing with them, or the widow or widower of such a person.
4. By Direction of the County Highway Authority.
The developer shall construct the access to the Standards set out in the current edition of Hertfordshire County Council's "Specification for the Construction of Residential Estate Roads" and the development shall not be brought into use until the access is so constructed.

/s/ Continued.....

Date.....First.....day of...July.....1982.

Signed.....

Director of Planning

Notes

If you are aggrieved by this decision, you may appeal to the Secretary of State for the Environment at Tollgate House, Roulton Street, Bristol BS2 9DJ, by notice given on a form available from that office (0272-218811) within 6 months of the date of this decision or, in exceptional circumstances, such longer period as the Secretary of State may agree.

NORTH HERTFORDSHIRE DISTRICT COUNCIL
TOWN & COUNTRY PLANNING ACT 1971
OUTLINE PLANNING PERMISSION

Town Planning
Ref.No.1/457/82(277)...

To Mr. I. Welch,
Bury Farm,
Nuthampstead,
Herts.

Outline application (siting, design, external appearance & landscaping reserved) for the erection of an agricultural workers' dwelling. Parts O.S. 95 & 96, Nuthampstead.

Brief description and location of proposed development.

Condition continued....

5. By Direction of the County Highway Authority
Sight lines of 2.4m across the site frontage to the flank boundary where it abuts the highway shall be provided within which there shall be no obstruction to visibility between 600mm and 2.0metres above carriageway level.
6. By Direction of the County Highway Authority
The gradient of the driveway shall not be greater than 1 in 20 for the first 5 metres from the edge of the carriageway.
7. By Direction of the County Highway Authority
There shall be only one point of access onto the County Road.

REASONS

1. To comply with the provisions of Regulation 5(2) of the Town and Country Planning General Development Order, 1977.
2. To comply with the requirements of Section 42 of the Town and Country Planning Act, 1971.
3. The site is within an area where there is a presumption against new development unless it is essential for agricultural or other exceptional reasons appropriate to an area where Green Belt Policies are applied. Permission in this case is granted solely in the light of the agricultural necessity and the occupation of the dwelling is accordingly restricted to that specific activity in order to ensure its continued use for that purpose and to maintain the integrity of the Green Belt Policy applied by the Local Planning Authority, within which the application has been considered.
4. To ensure safe access to and from the development.
5. To provide adequate visibility for drivers entering or leaving the site.
6. So that a vehicle is approximately level before being driven into the carriageway.
7. So that the number of places on the highway where turning movements can occur are kept to a minimum in the interests of highway safety.

Date.....First.....day of...July.....1982.

Signed.....

Director of Planning

AMANDA HARDING
AH
Exhibits AH1 – AH3

Exhibit AH2

Mandy Harding
Nuthampstead,
Royston, Herts.

6th February 2000

Dear Mr. Dimsdale,

I hope you do not think I am being too presumptuous writing to you, but as you can see my name is Mandy Harding and I live in your property "Libre View". I have two questions I was wondering if you would be kind enough to answer for me, the first of which being:

I have as you probably know worked for Chris and Ian for the last ten years, renting "Libre View", but my circumstances are now changing and I am in a position to work for longer hours enabling me to perhaps obtain a mortgage. My obvious choice of house would of course be "Libre View" and I was wondering what the position was regarding purchasing it from you. I realise it is an agricultural property but I am completely in the dark as to how this affects any sale or purchase, perhaps you would be kind enough to enlighten me!

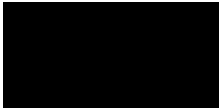
The second question is about your property in Cheapside, Anstey. I have noticed you are renovating this, and thought it may be going on the market for sale. As you can see I am desperate to stay in this area! And I would love to hear from you regarding these two matters.

Yours sincerely

Mandy Harding
01763 848161

Told her sorry, but no.

8/ii/2000



AMANDA HARDING
AH
Exhibits AH1 – AH3

Exhibit AH3

Dated 23 December
2014

Robert Edward Dimsdale

and

Amanda Jane Harding

**ASSURED SHORTHOLD TENANCY
AGREEMENT**

for: Libre View

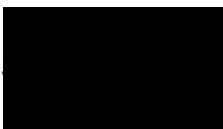
Rent: £5,280.00 per annum

From: 4th December 2014

Term: 24 (twenty four) months

STRUTT & PARKER
2014 Strutt & Parker Research
RMH S&P TDS Deposit

Initials:



ASSURED SHORTHOLD TENANCY AGREEMENT

Not to be used for letting to an existing Tenant of the Landlord unless the Tenant is a previous assured shorthold Tenant nor for a term of more than 3 years. Any tenancy of more than 3 years must be by Deed. For letting to agricultural employees this form should be used in conjunction with Form No.9 The Assured Tenancies and Agricultural Occupancies (Forms) Regulations 1997 as amended.

Important Notice

This document contains the Terms of the Tenancy of **Libre View, Nuthampstead, Royston, Hertfordshire SG8 8ND**. It sets out the obligations of the Landlord and the Tenant.

You should read this document carefully and thoroughly. Once signed and dated this Agreement will be legally binding and may be enforced by a court.

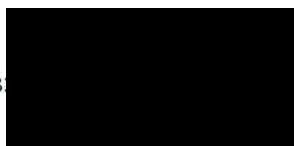
If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

EXPLANATORY NOTES Finding Your Way around this Agreement

This Agreement has been divided into 7 Parts. Each Part of the Agreement contains a number of separately numbered clauses some of which have been grouped together under a heading which describes the contents of the clauses.

- | | |
|-----------------|--|
| Part I | Describes who is bound by the Terms of this Agreement and identifies the Premises to be let under this Agreement. |
| Part II | Sets out the main Terms of this Agreement. Each numbered clause begins with a brief heading designed to tell you what the clause is about. |
| Part III | Explains how the Security Deposit will be dealt with at the end of the Tenancy. |
| Part IV | Sets out the obligations of the Tenant. |
| Part V | Sets out the obligations of the Landlord |
| Part VI | Sets out the rules that will govern when the Tenancy may be brought to an end. |
| Part VII | Sets out the mutual agreements between Landlord and Tenant. |

Initials



Definitions

Premises	includes 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. When the Tenancy is part of a larger building the Premises include the use of common access ways and facilities.
Landlord	means anyone owning an interest in the Premises, whether freehold or leasehold, entitling them to possession of it upon the termination or expiry of the Tenancy and anyone who later owns the Premises.
Tenant	means anyone entitled to possession of the Premises under this Agreement.
Joint and several	means that when more than one person comprise the Tenant, they will each be responsible for complying with the Tenant's obligations under this Agreement both individually and together. The Landlord may seek to enforce these obligations and claim damages against any one or more of those individuals. It also means that the Guarantor will be liable with the Tenant to pay all rent and any debt arising from any breach of the Tenancy until all debt is paid in full.
Fixtures and Fittings	means references to any of the fixtures, fittings, furniture, furnishings, or effects, floor, ceiling or wall coverings.
Term or Tenancy	means the initial Term and includes any extension or continuation of the contractual Tenancy or any statutory periodic Tenancy arising after the expiry of the original Term.
Deposit	means the money held by the Agent in a stakeholder capacity during the Tenancy in case the Tenant fails to comply with the terms of this Agreement.
Stakeholder	means that deductions can only be made by the Agent from the Deposit at the end of the Tenancy with the written consent of both parties.
Agent	means Strutt and Parker LLP or anyone who subsequently takes over the rights and obligations of the Agent.
ICE	means the Independent Case Examiner of The Dispute Service Limited.
Notice Period	means the amount of notice that the Landlord and Tenant must give to each other.
Stamp Duty Land Tax	means the tax payable (if applicable) to the Stamp Office on the signing of this Agreement by the Tenant, if the Rent after discount exceeds the threshold. Further information can be obtained from the Inland Revenue website on www.hmrc.gov.uk/so .
Emergency	means where there is a risk to life or damage to the fabric of the Premises or Fixtures and Fittings contained in the Premises.
TDS	means The Dispute Service whose details are shown in the Tenancy Agreement.
Deposit Holder	in the Prescribed Pages means the person, firm or company who holds the Deposit under this Agreement and is a Member of the TDS.
Relevant Person	in the Prescribed Pages means any person, company or organisation paying the Deposit on behalf of the Tenant such as the local authority, parent or guarantor.
Inventory & Schedule of Condition	means the document drawn up prior to the commencement of the Tenancy by the Landlord, the Agent, or Inventory Clerk which shall include the Fixtures and Fittings in the Premises including all matters specified in the Inventory and Schedule of Condition, which will be given to the Tenant at the start of the Tenancy but after the check in has taken place.
Working Day	means any day excluding a Saturday, Sunday or a Bank Holiday.

References to the singular include the plural and references to the masculine include the feminine.

The Tenant and Landlord agree that the laws of England and Wales shall apply to this Agreement.

The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or the Tenant and are for reference purpose only.

THIS AGREEMENT is made the 23rd day of December two thousand and fourteen

PART I: THE PARTIES TO THE AGREEMENT AND THE PREMISES

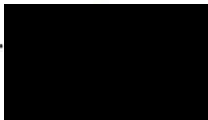
- 1.1 BETWEEN Robert Edward Dimsdale
Of Le Matin Calme, Chemin des Petites Vignes 13, 2024 St Aubin-Sauges,
Neuchatel, Switzerland.
(hereafter called "the Landlord") which expression shall where the context permits include the person or persons entitled to receive the rents specified in clause 2.2
- 1.2 AND Amanda Jane Harding
Of Libre View, Nuthampstead, Royston, Hertfordshire SG8 8ND
(hereafter called "the Tenant")
- 1.3 And any person(s) named as Guarantor(s) in the Fourth Schedule hereto of the other part.
- 1.4 IT IS AGREED THAT the Landlord agrees to let and the Tenant agrees to take THE dwelling house land and Premises known as Libre View in the County of Hertfordshire (described in the First Schedule and for the purpose of identification only edged red on the attached plan) together with the Landlords Fixtures and Fittings all of which are hereafter referred to as "the Premises" on the following terms and conditions:-

PART II: THE MAIN TERMS OF THE TENANCY

- | | |
|------------------------|--|
| Term | 2.1. A term of 24 (twenty four) months from and including the 4th day of December 2014 and ending at midnight on the 3rd day of December 2016 but subject to any break clause shown at clause 6.2. |
| Rent | 2.2 The rent is £440.00 per month which is payable weekly in advance by standing order (or by any other reasonable payment method that the Landlord should so direct during the term) on the 4th day of each month whether formally demanded or not and the first payment (or proportionate part) is to be made on or before the signing of this Agreement.

Provided that when a rent for the Premises is assessed by a rent assessment committee under the Housing Act 1988 if the rent payable hereunder would be less than the rent so assessed then the rent hereunder may be increased up to the amount of the assessed rent by a Notice of Increase served by the Landlord on the Tenant and specifying the date from which the increase is to take effect but so that the date so specified shall not be earlier than the date from which the assessment of rent took effect nor earlier than four weeks before the service of the Notice. |
| Deposit Amount | 2.3 Upon signing of this Agreement the Tenant shall pay to the Agent £XXX (Amount in words) as a Deposit which shall be held by the Agent as Stakeholder. The Agent is a Member of the Tenancy Deposit Scheme. At the end of the Tenancy the Agent, shall return the Deposit to the Tenant subject to the possible deductions set out in this Agreement. |
| Type of Tenancy | 2.4. This Agreement is intended to create an Assured Shorthold Tenancy as defined by section 19A of the Housing Act 1988 (as amended by the Housing Act 1996) and shall take effect subject to the provisions for the recovery of possession set out in section 21 of that Act. |
| Rent Review | 2.5. The rent payable under Clause 2.2 above shall be reviewed as from [insert date] by agreement between the parties hereto to the rent at which the Premises might reasonably be expected to be let in the open market by a willing Landlord to a willing Tenant for a term equal to the term of the tenancy on the same conditions as this tenancy other than as to the amount of rent. If no agreement as to the new rent payable has been reached by [insert date] either party may require the matter to be referred to an independent surveyor |

Initials:..



acting as an expert and appointed by the President of the Royal Institution of Chartered Surveyors for the time being and within 14 days of receipt of his assessment of the rent the Tenant shall pay to the Landlord all arrears of the new rent calculated as from [insert date].

PART III: DEALING WITH THE DEPOSIT

The tenancy deposit

- 3.1 The Deposit of £ [insert amount] is paid by the Tenant to the Landlord/Agent

OR

by me/us [insert name, address and contact details] on behalf of the Tenant.

- 3.2 The deposit is held by The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
- 3.3 The Agent shall place the Deposit in a nominated account as soon as reasonably practicable. Any interest earned on the deposit will be retained by the Agent;
- 3.4 After the Tenancy the Agent on the Landlord's behalf is entitled, with the written consent of the Landlord and the Tenant, to deduct from the sum held as the Deposit any monies referred to in clause 3.8 of this Agreement.
- 3.5 After the end of the Tenancy the Agent on behalf of the Landlord shall return the Deposit, except in case of dispute subject to any deductions made under the Agreement, within a reasonable time from the end of the Tenancy or any extension of it. If there is more than one Tenant, the Landlord or the Agent may, with the written consent of the Tenant, return the Deposit by cheque to any one Tenant at his last known address.
- 3.6 If the amount of monies that the Landlord or the Agent is entitled to deduct from the Deposit exceeds the amount held as the Deposit, the Landlord or the Agent may require the Tenant to pay that additional sum to the Landlord or the Agent within fourteen days of the Tenant receiving that request in writing.
- 3.7 The Tenant shall not be entitled to withhold the payment of any instalment 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.

Purpose of the Deposit

- 3.8 The Deposit has been taken for the following purposes

- * 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.
- * 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.
- * 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
- * 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.

Procedure for Releasing the Deposit at the End of the Tenancy

- 3.9 As soon as practicable at the end of the tenancy, the Landlord or the Agent should inform the tenant whether any deductions are proposed.
- 3.10 If there is no dispute, the deposit will be allocated according to the deductions agreed. If agreement cannot be reached, any of the parties can refer the matter to the Tenancy Deposit Scheme for adjudication.

Joint Tenant

- 3.11 There being multiple tenants, each of them agrees with the other(s) that any one of them may consent on behalf of all the others to use alternative dispute resolution through a

Initials:...

**Consent to
Adjudica-
tion**

~~tenancy deposit protection scheme to deal with any dispute at the end of the tenancy.~~

**Statutory
Rights**

- 3.12 ~~The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 3.1 to 3.11 above.~~

PART IV : OBLIGATIONS OF THE TENANT

Paying Rent

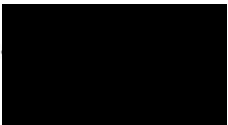
- 4.1 To pay the rent reserved as specified in clause 2.2 and all other sums due to the Landlord on time and without any deductions and without set off. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant.
- 4.2 Without prejudice to Clause 6.3 if any Rent or other monies payable by the Tenant to the Landlord under the provisions of this Agreement shall not be paid within 14 days of the day on which it became due the same shall be payable with interest at the rate of four percent per annum above Barclays Bank PLC Base Rate for the time being in force calculated on a day to day basis from the date on which it became due to the date of payment.
- 4.3 To be liable at any time to reimburse the Landlord or his Agent any sums which the Landlord or his Agent is required to repay to the Local Authority in respect of Housing Benefit which has been paid direct to the Landlord or his Agent on behalf of the Tenant and accepted in good faith but is subsequently shown to have been paid incorrectly or as a result of fraud error or ineligibility of the Tenant.

Outgoings

- 4.4 To pay the Council Tax (or any similar charge which replaces it) in respect of the Premises either directly to the Council, or by paying that sum to the Landlord, or the Agent, where the Landlord, or the Agent, has paid that sum to the Council (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- 4.5 To be responsible for the payment of all charges in respect of the use and supply at the Premises during the tenancy of telephone water and other environmental services gas electricity and heating or other fuels or other services.
- 4.6 ~~Where the Premises are served by a septic tank or cesspit to pay all reasonable charges for the emptying or clearing of the facility as required during the tenancy and where such septic tank/cesspit was emptied at the commencement of the tenancy to leave the same empty at the expiry of the tenancy.~~
- 4.7 ~~At the commencement of the tenancy to notify the Local Authority and all utility providers of the Tenant's liability for their charges and to have such accounts transferred into the Tenant's name for the duration of the tenancy.~~
- 4.8 Not to cause or allow any service (including telephone) to the Premises which was connected at the commencement of the tenancy to be disconnected but in the event of such disconnection either during or at the end of the tenancy to take all necessary steps (including payment of any fee) to have such service re-connected or to pay the costs associated with reconnecting or resuming those services.
- 4.9 To obtain, pay for and maintain a television licence for any television at the Premises regardless of ownership of the television set.
- 4.10 To pay to the Landlord, or Agent, all reasonable costs and expenses incurred by the Landlord or awarded by the Court in:
- recovering or attempting to recover any Rent or other monies in arrears;
 - the enforcement of any reasonable obligation of the Tenant under this Agreement;
 - the service of any Notice relating to any breach of this Agreement whether or not court proceedings are brought.
- 4.11 ~~To pay any reasonable charges or other costs incurred by the Landlord or Agent if any cheque provided by the Tenant is dishonoured or if any Standing Order is withdrawn.~~
- 4.12 ~~To pay XXXXX inclusive of VAT towards the preparation of this Agreement and to pay XXXX inclusive of VAT for the cost of one credit check.~~
- 4.13 ~~To pay XXXXXX inclusive of VAT for each extension of the Tenancy.~~
- 4.14 To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence by the Tenant, his family, his contractors, or his visitors.

Energy

- 4.15 ~~The Tenant confirms that he has been provided with a Certificate which satisfies the~~

Initials: 

**Performance
Certificate**

~~requirements of the Energy Performance of Buildings (Certificates and Inspections)
(England and Wales) Order 2007 prior to the signing of this Agreement.~~

**Conditions
of
Occupation**

- 4.16 To use the Premises for the purpose of a private residence only in the occupation of the Tenant and his immediate family. The Premises are let on the condition that they are occupied by no more than 4 occupiers including children unless those occupiers form a single family group. If you wish to have more than 4 occupiers from more than one family group within the Premises you must gain the Landlord's written consent. If there are more than 4 occupiers not in a single family group residing in the Premises without the Landlord's consent then the Landlord will seek a Court Order for possession of the Premises as he may be in breach of his statutory obligations
- 4.17 Not to carry on nor allow to be carried on any formal or registered trade profession or business from the Premises or to register a company at the address of the Premises
- 4.18 To occupy the Premises as the Tenant's only or principal home and not to take in lodgers or paying guests.
- 4.19 Not to keep or permit to be kept on the Premises any animal or bird except previously agreed pets without first obtaining permission in writing from the Landlord. If the Tenant does keep any animal or bird on the premises the Tenant agrees:
- a) to keep the animal/s and or bird/s under control
 - b) to pay for the premises including carpets to be professionally cleaned with de-infestation cleaner at the end of the tenancy. The Tenant will remain liable for any losses suffered by the Landlord due to infestation caused by the animal of the Tenant, his family or visitors until the Premises are professionally de-infested.
 - c) To clean up after the animal or pet and not to allow the animal or pet to foul the garden, other parts of the Premises, adjoining gardens or any communal areas.
- 4.20 Not to bring or allow to be brought onto the Premises any caravan motor home boat or commercial vehicle without first obtaining permission in writing from the Landlord and not to repair cars motorcycles vans or commercial vehicles at the Premises apart from general maintenance from time to time of a vehicle of which the Tenant is the registered keeper.
- 4.21 Not to place or allow to be placed upon any part of the Premises any advertisement or sign except as provided for in clause 4.70.
- 4.22 Not to commit or suffer anything which may be or become a nuisance or annoyance to the Landlord or to any neighbouring Premises and specifically not to play any musical instrument or sound reproduction equipment so as to be a cause of annoyance or disturbance to adjoining residents nor to play between the hours of 11pm and 8am such instruments or equipment so as to be audible outside the Premises and not to use or knowingly allow to be used the Premises for any illegal or immoral purpose.
- 4.23 Not to use or consume or allow to be used or consumed any illegal drugs or any other substance which is or becomes restricted by law other than according to any conditions required for the legal use of such restricted substances.
- 4.24 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance in the Premises without the Landlord's or the Agent's prior consent.
- 4.25 To take adequate precautions to keep the Premises including its external doors and windows locked and secured and any burglar alarm set when the Premises are empty.
- 4.26 Not to hold or permit to be held upon the Premises any sale by auction without the previous consent in writing of the Landlord.
- 4.27 Not to use or permit to be used any weapons or guns whatsoever on the Premises and not to disturb any animals or birds on neighbouring Premises or land. Not to use or permit to be used fireworks on the premises.
- 4.28 Not to waste water in accordance with the Water Act 1989 Part II Section 61 (c).
- 4.29 Not to obstruct any rights of way or rights of access to others by the parking of vehicles or otherwise.
- 4.30 To inform the Landlord immediately of any items of defect disrepair or damage to the Premises for which the Landlord is liable. The Tenant must not carry out or authorise repairs except to take reasonable steps in an Emergency to restrict or diminish such immediate dangers or damage.
- 4.31 Not to tamper with alter or add to the heating gas water or electrical installations or meters either within or serving the Premises.
- 4.32 Not to have or allow a key meter to be installed or any other meter which is operated by the insertion of coins or a pre-paid card or key without first obtaining written consent from the Landlord or his Agent which shall not unreasonably be withheld. The Landlord or his Agent reserves the right to withdraw on reasonable grounds and upon reasonable Notice any such consent previously given.

Initials:...

- 4.33 Not to change the supplier of the domestic utilities or services without first obtaining the written consent of the Landlord or his Agent such consent not to be unreasonably withheld and where such consent is given the Tenant undertakes to promptly provide the Landlord or his Agent with full details of the supplier including account numbers.
- 4.34 Not to keep on or bring into the Premises any inflammable or other material or equipment (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered a fire hazard or otherwise a danger to the Premises or the health of its occupants or neighbours.
- 4.35 To remove all refuse and rubbish from the Premises on a regular basis and to ensure that it is stored outside in appropriate receptacles until its prompt and regular removal by the Local Authority or otherwise at the expense of the Tenant.
- 4.36 To compensate the Landlord if the Tenant fails to notify the Landlord under clause 4.30 and the Landlord suffers further loss arising from that failure
- 4.37 To make reasonable efforts to leave the Fixtures and Fittings at the end of the Tenancy in the respective rooms and places as found at the commencement of the Tenancy and as described in the Inventory and Schedule of Condition at the start of the Tenancy.
- 4.38 To inform the Landlord, or the Agent, of any change of telephone number within a reasonable time of the Tenant being given the new number.
- 4.39 To permit the Landlord or the Agent at the termination or sooner ending of the Tenancy to give the forwarding address of the Tenant to the suppliers of the service providers set out in clause 4.5 and to the local authority.
- 4.40 Not to install or change any locks in the Premises without the prior consent of the Landlord or the Agent except in the case of an emergency, and to provide a set of keys to the Landlord or the Agent.

Insurance

- 4.41 Not to do or allow anything to be done on the Premises which might cause any insurance policy relating to the Premises to become void or voidable or increase the premium payable.
- 4.42 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Landlord's Premises to promptly inform the appropriate authority and the Landlord or his Agent as soon as is practicable.
- 4.43 To pay to the Landlord all reasonable sums paid by the Landlord by way of increased insurance premium or necessary expenses incurred as a result of a failure of the Tenant to comply with clauses 4.41 and 4.42. of this Agreement
- 4.44 To comply with any conditions set out in the Landlord's Policy of Insurance in relation to leaving the Premises empty. This provision shall apply whether or not the Landlord has been or should have been notified of the absence under Clause 4.82 of this Agreement.
- 4.45 To ensure sufficient means are in place to cover liability for accidental damage to the landlord's property, furniture, fixtures, and fittings. The Tenant is warned that the Landlord's policy does not cover the Tenant's possessions and the Tenant is strongly advised to insure his contents and belongings with a reputable insurer.

Tenant's Repairs

- 4.46 To keep in repair all parts of the Premises other than those which the Landlord is obliged to repair under Section 11 to 16 of The Landlord and Tenant Act 1985 and specifically to undertake the following:
- 4.47 To keep and leave all parts of the Premises properly clean and in a sanitary condition.
- 4.48 To keep and leave the interior of the Premises and all Fixtures and Fittings in good condition and working order, and maintain at his expense annual servicing contracts (save that the Tenant shall not be responsible for repairs to the same unless repairs are required through their actions as provided for in clause 4.83) for installations and apparatus so specified in the Second Schedule and to obtain and to provide on request to the Landlord copies of all necessary certificates of testing and maintenance.
- 4.49 To replace all panes of glass cracked or broken during the duration of the Tenancy.
- 4.50 To clean and sweep all working chimneys and flues at least once a year and as often as necessary and at the end of the tenancy by an appropriate and competent person and retain a suitable record receipt or invoice to demonstrate compliance with this clause.
- 4.51 To maintain and replace electric light bulbs fluorescent tubes fuses plugs bulb holders and fittings where necessary during the tenancy and to ensure that all light bulbs fluorescent tubes and fuses are in place and in working order at the end of the tenancy. Not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adapters or extension cables when connecting appliances to the mains electric system. Not to make any additions or alterations to the electrical systems within the property. To carry out regular tests to any smoke alarms and carbon monoxide alarms within the

Initials:...

Premises and to replace any batteries contained within the alarms as is necessary.

- 4.52 To request the Landlord's written consent to the erection and siting of television and radio aerials or satellite dishes and where such consent is forthcoming to obtain the necessary consents as may be required by the Local Authority and to repair all damage caused by the erection fitting and maintenance of and wear and tear by such aerials and fittings on the Premises and to take out an insurance policy to cover such installations.
- 4.53 To keep and leave the interior of the Premises in good decorative order and condition.
- 4.54 To make good at the end of the tenancy or be liable for the fair costs of making good any unreasonable damage marks or holes caused by fixing pictures or posters or by their removal.
- 4.55 To use the drains and sanitary apparatus of the Premises in a proper manner and to unblock or clear any block or stoppage in any sink basin toilet or waste pipe caused by the Tenant's breach of this clause.
- 4.56 To keep the eaves gutters and downpipes clear of obstruction and to place all water butts away from main walls.
- 4.57 To take all reasonable and prudent precautions to protect water pipes fittings and pumps from frost damage and in the event of failure to take such precautions, forthwith to effect all such repairs as may be necessary to reinstate the system in good working order, and also to repair and make good any consequent damage that may be caused to the Premises and the furniture by reason of the Tenant's failure to take necessary precautions.
- 4.58 To take reasonable and prudent steps to adequately heat and ventilate the Premises in order to help prevent condensation and where such condensation occurs to take care to wipe down and clean surfaces as required from time to time to prevent the build up of mould growth or damage to the Premises and its Fixtures and Fittings.
- 4.59 To keep the level of soil against outside walls below the level of inside floors and any damp-proof course and to keep air bricks and vents free from obstruction.
- 4.60 Not to lay impervious floor coverings on wooden ground level floors.
- 4.61 To keep raked or swept as appropriate and weed free any paths and driveways within the Premises.
- 4.62 To tend and cultivate the garden and to keep the same neat and well trimmed and free from all noxious weeds including the regular cutting of grass during the growing season. To prune and preserve all fruit and other trees and shrubs. Not to dig up cut down or remove any shrubs bushes or trees nor do any works to change the style or form of the garden without first obtaining the Landlord's written consent.
- 4.63 To endeavour to keep the Premises free from all pests and vermin and advise the Landlord immediately of any infestation of wood boring insects wet or dry rot or of any disrepair which if continued might cause further damage to the Premises or be a danger to any person. Where an infestation occurs as the result of action or inaction of the Tenant to be responsible for the appropriate costs in rectifying and removing the infestation and the causes of such infestation.
- 4.64 To make good repair or restore or (at the option of the Landlord) to compensate the Landlord if all or any part of the Premises are damaged or the fixtures and fittings are broken lost damaged or destroyed during the Tenancy by the Tenant or his family employees guests contractors or other invitees.
- 4.65 To clean or pay for the professional cleaning of the Premises at the end of the Tenancy to the same specification to which the Premises and Fixtures and Fittings were cleaned prior to the start of the Tenancy.
- 4.66 ~~To professionally have washed or cleaned all [linen] [blankets] [curtains] [carpets] [which shall have been soiled stained or marked during the tenancy and which at the determination of the tenancy may require to be washed or cleaned] and to provide evidence upon request to the Landlord or his Agent to demonstrate compliance with this clause.~~
- 4.67 To clean or have cleaned both internally and externally all reasonably accessible windows of the Premises as necessary during the tenancy and within one month from the end of the tenancy.
- 4.68 To allow the Landlord or the Agent (or any Superior Landlord) to enter the Premises at a reasonable time having given the Tenant at least 24 hours Notice in writing (except in the case of an Emergency) with or without workmen and with all necessary equipment for the purpose of repairing and painting the outside or of carrying out and completing any structural or other necessary or proper repairs or of examining the state and condition of the Premises (or any neighbouring property) and the Fixtures and Fittings.
- 4.69 To permit the Premises to be viewed at all reasonable times during the last 2 months of

Access &
Inspection

Initials:

the Tenancy by prospective Tenants or purchasers of the Premises during normal working hours, by prior appointment and having given the Tenant at least 24 hours Notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or Tenant.

- 4.70 To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the Premises, during the last two months of the Tenancy.

Alienation

- 4.71 Not to assign sublet or part with or share possession of the whole of the Premises or any part thereof whether furnished or unfurnished or of the Fixtures and Fittings or any part thereof nor to assign any part of the Premises all of which are strictly prohibited.

~~Inventory & Checkout~~

- ~~4.72 To attend or arrange to be represented at any Check-In of the property at the start of the tenancy~~
~~4.73 To pay for the cost of Tenant's check of the Inventory and Schedule of Condition at the start of the Tenancy.~~
~~4.74 To return the Inventory and Schedule of Condition with any written amendments or notes to the Landlord or his Agent within a reasonable time of it being given to the Tenant.~~
~~4.75 To agree that the Landlord's unsigned copy of the Check-in Inventory and Schedule of Condition checked at the start of the Tenancy will be used to assess all damage for Check-Out purposes at the end of the Tenancy if the Check-In Inventory and Schedule of Condition is not signed and returned by the Tenant.~~
~~4.76 To allow the Check-Out of the Inventory and Schedule of Condition to take place following receipt of reasonable Notice from the Landlord or the Agent.~~
~~4.77 To pay the Agent a fee as a reasonable contribution towards the time taken in replacing items which are damaged or identified as missing at the Check-out.~~
~~4.78 To pay the additional cost incurred by the Landlord, the Agent or the Inventory Clerk in making and attending a second appointment to check the Inventory and Schedule of Condition if the Tenant or his agent fails to attend a mutually agreed second appointment.~~
~~4.79 [To pay for the making of a fully comprehensive Inventory and Schedule of Condition [by an Inventory Clerk] prior to the commencement of the Tenancy]~~
~~4.80 [To pay the reasonable cost of a check out of the Inventory and Schedule of Condition [by an Inventory Clerk] listing the condition of the Premises and the Fixtures and Fittings in the Premises at the termination of the Tenancy].~~

Alterations

- 4.81 Not to make any alterations to the appearance decoration or structure of the Premises or its Fixtures or Fittings either externally or internally nor to remove anything belonging to the Landlord nor to erect any building extension or structure without first obtaining the written consent of the Landlord or his Agent.

Permanent Residence

- 4.82 To reside permanently in the Premises and not to allow the Premises to be unoccupied for any continuous period exceeding four weeks. Before leaving the Premises empty or unoccupied for any continuous period in excess of 21 days to notify the Landlord or his Agent in advance and to fully co-operate and comply with any reasonable requirements or conditions relating to the security insurance or safety of the Premises and its contents.

Dilapidations

- 4.83 On service of Notice in writing of dilapidations wants of repair cleansing painting or other works to the Premises and of all such loss breakage or damage of or to the Fixtures and Fittings as the Tenant shall be bound to make good the Tenant agrees to make good the same at his own cost within a maximum of four weeks (or such other reasonable period as the Landlord or his Agent may agree) from the request being made in writing. After that time the Tenant shall then permit the Landlord to enter the Premises and execute such work and in such circumstances the Tenant agrees to pay the Landlord the reasonable cost of any such work on demand failing which such cost shall be recoverable from the Tenant as a debt due.

Yielding Up

- 4.84 At the expiration or sooner determination of this tenancy to deliver up possession of the Premises together with Landlord's Fixtures and Fittings therein and all new fixtures and additions thereto including all keys, remote controls or swipe card devices together with any new or duplicates cut or acquired during the tenancy all in accordance with the Tenant's obligations and to ensure that all the Tenant's belongings furnishings property equipment personal effects and foodstuffs are removed on or before the last day of the tenancy and to pay the Landlord a reasonable sum to cover the cost of carrying out work

Initials: 

being the Tenant's liability under the above covenants and the cost of making good damage caused by removal of Tenant's fixtures or by accident neglect willful or negligent act or omission of the Tenant. The Tenant shall promptly provide as soon as is practicable before or immediately at the end of the tenancy a forwarding or correspondence address to the Landlord or his Agent for ease of administration and communication between the parties including the process involved in the return of the Deposit.

PART V: OBLIGATIONS OF THE LANDLORD

The Landlord agrees as follows:

- | | |
|---------------------------------|---|
| Quiet Enjoyment | 5.1 That the Tenant paying the rent and performing and observing all the obligations on his part herein contained may quietly possess and enjoy the Premises during the tenancy save that the Landlord may seek entry to the Premises in the normal and lawful process of exercising and implementing the Landlord's rights and obligations under this agreement subject to the access provisions provided for within the agreement. |
| Consents & Covenants | 5.2 That he is legally entitled to grant the Tenancy created by this Agreement and has obtained all necessary consents from Superior Landlords, mortgagees, insurers, or other interested parties.
5.3 That the Premises are not subject to any restrictive or other covenants or stipulations which have not been disclosed to the Tenant |
| Repairs | 5.4 To comply with the obligations to repair the Premises as set out in sections 11 to 16 of the Landlord and Tenant Act 1985 (as amended by the Housing Act 1988). These sections impose, amongst other things an obligation on the Landlord to repair the structure and exterior of the Premises, including drains, gutters and pipes; certain installations for the supply of water, electricity and gas; sanitation (including basins, sinks, baths and sanitary conveniences); and for space heating and water heating; but not other fixtures, fittings, and appliances for making use of the supply of water and electricity within a reasonable time of being notified. In determining the standard of repair required by the Landlord under this clause, regard shall be had to the age, character and prospective life of the Premises.
5.5 The obligations imposed under clause 5.4 arise only after Notice has been given to the Landlord or the Agent by the Tenant as set out in clause 4.30. The Landlord is not required to carry out works for which the Tenant is liable under this Agreement. |
| Insurance | 5.6 To insure the Premises and the Fixtures and Fittings only to their full reinstatement value and to provide the Tenant with a copy of his insurance policy upon the Tenant's request. |
| Repair of appliances | 5.7 To keep in repair and proper working order all mechanical and electrical items belonging to the Landlord and forming part of the Fixtures and Fittings. The Tenant shall pay to the Landlord the cost of any repairs resulting from misuse or negligence by the Tenant, his family, or his visitors. |
| Safety Regulations | 5.8 To ensure that all the furniture and furnishings within the Premises complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
5.9 To ensure that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the safety check record is given to the Tenant at the start of the Tenancy.
5.10 To ensure that all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, and the Plugs and Sockets, etc. (Safety) Regulations 1994. |
| Painting | 5.11 To carry out all external painting of the Premises when the Landlord deems it necessary. |
| Inventory | 5.12 [To pay for the making of a fully comprehensive Inventory and Schedule of Condition prior to the commencement of the Tenancy]
5.13 [To pay for the cost of the Landlord's check of the Inventory and Schedule of Condition at the start of the Tenancy.]
5.14 [To arrange for the items contained in the Inventory and Schedule of Condition to be checked at the conclusion of the Tenancy] |
| [Cleaning | 5.15 The Landlord will professionally clean the property prior to the commencement of the |

Initials:



PART VI: ENDING THIS AGREEMENT

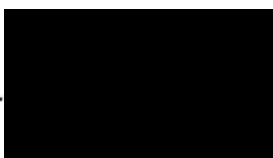
It is agreed between the Landlord and Tenant as follows:

- Termination** 6.1 This tenancy may be brought to an end on or after the fixed term stated in clause 2.1 above by Notice in writing given by the Landlord or the Tenant to the other party under the provisions of Section 21 of the Housing Act 1988 the length of such Notice from the Landlord to the Tenant being not less than two months and Notice from the Tenant to the Landlord being not less than one month to end on a term date. Upon the expiry of such Notice the Tenant shall forthwith vacate and deliver up possession of the Premises to the Landlord without prejudice to antecedent claims.
- Break Clause** 6.2 ~~This tenancy may be brought to an end after a period of [insert period] months from the commencement date by Notice in writing given by the Landlord or the Tenant to the other party the length of such Notice from the Landlord to the Tenant being not less than [two] months and Notice from the Tenant to the Landlord being not less than [one] month to expire on the [insert day] of [insert month/year] for the [insert day/period] thereafter. Upon the expiry of the Notice the Tenancy Agreement shall cease except that either the Landlord or the Tenant can pursue their legal remedies against the other for any breach of any pre-existing rights under the Agreement; apart from the pre-existing right to a fixed term contract which is subject to this break clause.~~
- Landlord's Possession** 6.3 If at any time:
(a) the Rent, or any part of it remains unpaid for 7 days after falling due, whether formally demanded or not; or
(b) any major agreement or obligation of the Tenant is not complied with; or
(c) any of the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 8, 10, 11, 12, 13, 14, 15 or 17 are made out (see Schedule 5);
the Landlord may give written Notice to the Tenant that the Landlord seeks possession of the Premises. If the Tenant does not comply with that Notice the Landlord will bring this Agreement to an end and re-gain possession of the Premises by complying with his statutory obligations; obtaining a court order; and re-entering the Premises after the County Court Bailiff has evicted the Tenant. When the Bailiff enforces a possession order the Tenancy shall end. This clause does not prejudice any other rights that the Landlord may have in respect of the Tenant's obligations under this Agreement.
- 6.4 Before, during, or after the Term of this Tenancy the Landlord may give written Notice to the Tenant that the Landlord will apply to the court to re-gain possession of the Premises in accordance with the grounds set out in Schedule 2 of the Housing Act 1988 (as amended) being grounds 1 and 2.
- 6.5 If the Tenant vacates the Premises during the Term:
(a) The Tenant will remain liable to pay Rent and any other monies payable under this Agreement until the Term expires, or the Premises are re-let whichever is earlier, whether or not the Tenant chooses to continue occupying the Premises. The Landlord is under no obligation to re-let or attempt to re-let the premises.
(b) The Tenant will compensate the Landlord for any additional re-letting costs incurred by him during the Term of this Agreement in re-letting the Premises. The Tenant will not be charged for re-letting fees payable after the Agreement has been properly brought to an end.
- Interruptions to the Tenancy** 6.6 If the Premises are destroyed or made uninhabitable by fire or any other risk against which the Landlord's Policy of Insurance has insured, Rent shall cease to be payable until the Premises are reinstated and rendered habitable unless the insurance monies are not recoverable (whether in whole or in part) because of any thing done or not done by the Tenant or his visitors.
- 6.7 If the Premises are not made habitable within one month, either party may terminate this Agreement by giving immediate written Notice to the other party.

PART VII: MUTUAL AGREEMENTS

- | | | |
|---------------------------------|-----|---|
| Data Protection Act 1998 | 7.1 | It is agreed that personal information of both the Landlord and the Tenant will be retained by the Agent and may be used for marketing purposes during the Tenancy; that present and future addresses of the parties may be provided to each other, to utility suppliers, the local authority, any credit agencies, reference agencies, for debt collection, to contractors, legal advisers or any other interested third party. |
| Stamp Duty Land Tax | 7.2 | The parties certify that there is no agreement for a lease or Tenancy to which this Agreement gives effect |
| | 7.3 | The Tenant agrees that according to statute they are responsible for the costs of the Stamp Duty Land Tax if applicable for the Agreement. |
| Notices | 7.4 | The Tenant shall as soon as reasonably practicable deliver or post on to the address set out in the third schedule, any Notice or other communication which is delivered or posted to the Premises. |
| | 7.5 | If the Landlord:
(a) Sends a Notice or document addressed to the Tenant to the Premises by ordinary first class post at the Premises (or the last known address of the Tenant if different) the Tenant will be treated as though they received it two working days later; or
(b) Delivers it by hand to the Tenant, the Tenant will be treated as though they received it the next working day; or
(c) Leaves it at the Premises (or the last known address of the Tenant if different) the Tenant will be treated as though they received it the next working day; or sends it to the Tenant by recorded or registered delivery the Tenant will be treated as though they received it upon proof of delivery. |
| | 7.6 | Any Notices served on the Landlord will be sufficiently served if sent by first class post addressed to the Landlord at the address specified in the third schedule or the last known address of the Landlord and deemed delivered two working days later; or left addressed to the Landlord at the address specified in the third schedule and deemed delivered the next working day. |
| Reservations | 7.7 | There is reserved to the Landlord the exclusive rights to all game timber and minerals and the exclusive right for the Landlord or for those authorised by the Landlord to enter the Premises to retrieve game which has been shot. |
| Third Parties | 7.8 | Save as may be expressly provided nothing in this Agreement is intended to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) (whether referred to herein by name, class, description or otherwise) on any third party or any right to enforce a term contained in this Agreement. |
| Guarantor | 7.9 | The Guarantor covenants with the Landlord that he will comply with all the provisions set out in the fourth schedule. |

Initials:.



THE FIRST SCHEDULE

PARISH	OS NUMBER	DESCRIPTION OF PROPERTY	AREA
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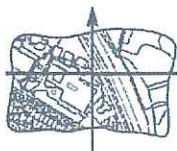
-	-	Cottage known as Libre View	-
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Initials:.





Libre View, Scales Park Estate



**THE
MAPPING
COMPANY**

Little Cutsey, Cutsey, Taunton. Somerset. TA3 7NY
Tel: 01823 421354 Email: patrick@mapping-company.co.uk

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SCALE 1:500 @ A4
Drawing No. K3820-12 Date 25.11.14



Based on Ordnance Survey 1:2,500
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THE SECOND SCHEDULE

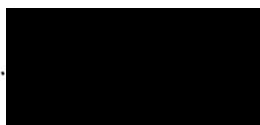
SERVICES (referred to in Part IV)	UTILITY COMPANY/AUTHORITY
Water	Not Known
Sewerage	Private
Electricity	Not Known
Gas	Not Known
Oil	Not Known
Telephone	Not Known
Telephone Number	Not Known
Council Tax	North Hertfordshire District Council
Fire and Intruder Alarms	n/a
Appliances that require servicing in accordance with clause 4.48	N/A
Chimneys/Flues that require sweeping in accordance with clause 4.50	Not Known

THE THIRD SCHEDULE

For the purposes of complying with Sections 47 and 48 of the Landlord and Tenancy Act 1987 the address in England and Wales of the Landlord of the above Premises at which Notices (including Notices in proceedings) or other written requests may be sent or served on the Landlord is:-

Robert Edward Dimsdale c/o Messrs Strutt & Parker as Authorised Agents, 34 St Peters Street, St Albans,
Hertfordshire AL1 3NA

Initials:..



THE FIFTH SCHEDULE

The basis upon which the Landlord can recover possession from the Tenant, during the fixed term, apart from Ground 1, are set out in the Grounds of Schedule 2 of the Housing Act 1988, (as amended) and which are referred to in this Agreement are as follows:

Mandatory Grounds

GROUND 1

The Landlord HEREBY GIVES NOTICE to the Tenant that the Landlord is the owner occupier of the Premises within the meaning of Ground 1 Part 1 of Schedule 2 of the Housing Act 1988 and that

- (a) At some time before the beginning of the Tenancy the Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- (b) The Landlord who is seeking possession or, in the case of joint Landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the Landlord (or in the case of joint Landlords any one of them) nor any other person who, as Landlord, derived title under the Landlord who gave the Notice mentioned above acquired the reversion on the Tenancy for money or money's worth.

and that possession of the Premises may be recovered under Ground 1 of part 1 of Schedule 2 of the said Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such Notice.

GROUND 2

The Landlord HEREBY GIVES NOTICE to the Tenant that the dwelling house is subject to a mortgage granted before the beginning of the Tenancy and

- (a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the dwelling house for the purpose of disposing of it with vacant possession and exercise of that power; and
- (c) either Notice was given as mentioned in Ground 1 above or the Court or the Court is satisfied that it is just and equitable to dispense with the requirement Notice;

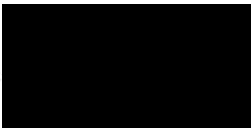
and for the purposes of this ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly and that possession of the Premises might be recovered under Ground 2 of Part 1 of Schedule 2 of the Housing Act 1988 and the Tenant upon signing the Agreement acknowledges that he has received such Notice.

GROUND 8

Both at the date of the service of the Notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing

- (a) if rent is payable weekly, or fortnightly, at least eight weeks' rent is unpaid;
- (b) if rent is payable monthly, at least two month's rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the Tenant.

Initials: 

Discretionary Grounds – Court May Order Possession

GROUND 9

Suitable alternative accommodation is available for the Tenant or will be available for him when the order for possession takes effect.

GROUND 10

Some rent lawfully due from the Tenant

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1) (b) of Section 8 of this Act applies, was in arrears at the date of the service of the Notice under that section relating to those proceedings.

GROUND 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the Tenant has persistently delayed paying rent which has become lawfully due.

GROUND 12

An obligation of the Tenancy (other than one related to the payment of rent) had been broken or not performed.

GROUND 13

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or neglect or default of, the Tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the Tenant or a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwelling-house and any other Premises which the Tenant is entitled under the terms of the Tenancy to use in common with the occupiers of other dwelling-houses in which the Landlord has an estate or interest.

GROUND 14

The Tenant or a person residing in or visiting the dwelling-house

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- (b) has been convicted of:
 - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in, or in the locality of, the dwelling-house.

GROUND 15

The condition of any furniture provided for use under the Tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the Tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the Tenant or by a sub-Tenant of his, the Tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-Tenant.

GROUND 17

The Tenant is the person, or one of the persons, to whom the Tenancy was granted and the Landlord was induced to grant the Tenancy by a false statement made knowingly or recklessly by

- (a) the Tenant, or
- (b) a person acting at the Tenant's instigation.

Initials:..

IN WITNESS whereof the parties have set their hands the day and year first above written.

SIGNED by the said

Shut & Partner Agents for and on behalf of
Robert Edward Dimsdale (Landlord)

In the presence of

.....
Address *23 Cassia Drive*
Kings Park
St Albans AL3 4GD
Occupation *Secretary*

SIGNED by the said

In the presence of

B. H. Horsford
Address *Briar Hill*
Nuthampstead N. Rydon
Herts SG8 5ND
Occupation *Retired Farmer*

.....
Amanda Jane Harding (Tenant)

Initials:...