Application for a Lawful Development Certificate for an Existing Use

At

No. 1 Barnsfold Cottages, Tismans Common, Rudgwick, West Sussex

For

Mr David & Mrs Stephanie Trafford

SUPPORTING STATEMENT

Charles Holt Consultancy
The Farm Consultancy Group
Coleby Grange, Heath Road
Coleby, Lincoln, LN5 0AR
01522 813950
charlesholt@fcgagric.com

INTRODUCTION

1. This Statement has been written in support of an application for a Lawful Development Certificate for an Existing Use to be submitted on behalf of Mr David and Mrs Stephanie Trafford. Mr & Mrs Trafford are the owners of the house known as No.1, Barnsfold Cottages, Tismans Common, Rudgwick, West Sussex.

GRANTING OF PLANNING PERMISSION FOR No.1 BARNSFOLD COTTAGES

2. The planning permission to build the house known as No.1 Barnsfold Cottages was granted to Mr BSL Trafford by Horsham Rural District Council on 14th December 1962. The application number was RW/64/62. The planning permission relates to a pair of cottages, No.1 being one of the pair of separate dwellings.

3. The planning permission was an Outline permission, and further details were provided and approved under permission number RW/3/63 on 15th February 1963.

4. The granting of the permission came with a number of planning conditions. The condition that is of particular relevance with regard to this application is Condition number 3 of RW/64/62.

5. Condition 3 states that: 'The occupation of the houses shall be limited to persons employed, or last employed, locally in agriculture, as defined in Section 119(1) of the Town and Country Planning Act, 1947, or in forestry, and the dependants of such persons'.

6. The initial occupants of No. 1 Barnsfold Cottages were indeed agricultural workers employed by Mr BSL Trafford. Therefore the building and occupation of the cottage initially complied with Condition 3 of the planning permission.

OCCUPATIONS OF THE OCCUPIERS OF No.1 BARNSFOLD COTTAGES

7. Justin Gosney was granted the tenancy (an Assured Shorthold Tenancy) of No.1 Barnsfold Cottages from 21st November 2014, to be occupied by him along with his partner, Amanda Rouse.

8. Initially Justin Gosney and Amanda Rouse lived together in the property. Sadly, Justin Gosney died on 7th August 2024. The current occupant of No.1 Barnsfold Cottages is Amanda Rouse.

9. Neither Amanda Rouse nor Justin Gosney worked in agriculture at the time they took on the tenancy. Neither of them has ever worked in agriculture, nor in forestry, at any time during their respective lives.

10. I understand that Justin Gosney worked as an Information Technology Consultant until his death in August. Amanda Rouse worked as an accountant until she ceased work due to long term sickness.

THE USE OF No. 1 BARNSFOLD COTTAGES

11. No. 1 Barnsfold Cottages has never had agricultural land or buildings attached to its tenancy. It has always been used solely as a dwelling house, rather than as a more traditional 'farmhouse'.

12. The size of the plot extends to approximately 600 square metres in total, so it cannot be described as a 'farm'.

13. The house and surroundings include a garage and a garden. It is clearly not a farm, nor even a smallholding.

CONCLUSION

14. It is my conclusion that the occupation of the property known as No. 1 Barnsfold Cottages, Tismans Common, Rudgwick has not been in accordance with the Agricultural Occupancy Planning Condition no. 3 for in excess of ten years. Therefore it is apparent that a Lawful Development Certificate for an Existing Use should be granted for the property.

Charles Holt BSc DipFM FBIAC
19th March 2025

APPENDICES

1. Horsham Rural District Council Planning Permission no. RW/64/62
2. Horsham Rural District Council Planning Permission no. RW/3/63
3. Plan, Floorplan, Elevations and Photomontage of 1 Barnsfold Cottages, as existing
4. Sworn Affidavit of Amanda Rouse
5. Sworn Affidavit of David Jeremy Mallory Trafford
6. Sworn Affidavit of Stephanie Vivien Trafford
7. Tenancy Agreement for the property dated 4th November 2014

APPENDIX 1

Form C.P.2

Application No. HW/64/62

ADMINISTRATIVE COUNTY OF WEST SUSSEX

TOWN AND COUNTRY PLANNING ACTS, 1947 TO 1959

TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDERS, 1950 TO 1960

HORSHAM RURAL DISTRICT COUNCIL

Comewell House, North Street, Horsham, Sussex.

Telephone No. Horsham 3333.

To: Mr. H.S.L. Trafford,

Tiemans,

Rudgwick.

In pursuance of their powers under the above-mentioned Acts and Orders, the Council, on behalf of the West Sussex County Council, hereby notify you that they PERMIT the following development, that is to say:—

Proposed Pair of Agricultural Workers' Cottages with Vehicular Access to Garage and Pedestrian Access, strip of Land between O.S. 346 & 343, Barnsfold Lane, Rudgwick,

to be carried out in accordance with your application and plan No. HW/64/62 submitted to the Council on 30th October, 1962, and in accordance with any relevant correspondence, and subject to compliance with the conditions specified hereunder:—

1. The development, if commenced, shall be carried out and completed strictly in accordance with the submitted plans, specifications and written particulars for which permission is hereby granted or which are subsequently submitted to and approved by the Local Planning Authority, and in compliance with any conditions imposed by the Local Planning Authority on any approval with respect to the matters reserved in this permission.

2. The permission hereby granted is an outline permission under Regulation 5(2) of S.I. 1950 No. 728 and the approval of the Local Planning Authority is required with respect to the following matters before any development is commenced:-

   The siting, design and external appearance of the buildings and the means of access from the site to the highway.

3. The occupation of the houses shall be limited to persons employed, or last employed, locally in agriculture as defined in Section 119(1) of the Town and Country Planning Act, 1947, or in forestry, and the dependents of such persons.

The reasons for imposing the above conditions are:—

1. To enable the Local Planning Authority to control the development in detail.

& 2.

3. To ensure that the dwellings continue to be occupied by persons employed in agriculture.

APPENDIX 2

Form C.P.22

Application No. RW/3/63

ADMINISTRATIVE COUNTY OF WEST SUSSEX

TOWN AND COUNTRY PLANNING ACTS, 1947 TO 1959
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDERS, 1950 TO 196

HORSHAM RURAL DISTRICT COUNCIL
Comewell House, North Street, Horsham, Sussex.
Telephone No. Horsham 5555.

To Mr. B.S.L. Trafford,
Timmms,
Rudgwick, Sussex.

In pursuance of their powers under the above-mentioned Acts and Orders, the Council on behalf of th
West Sussex County Council, hereby notify their APPROVAL with respect to the matters reserved for th
subsequent approval of the local planning authority in the permission granted on 14th December 19 62
in response to Outline Application No. RW/64/62 in the terms of, and subject to compliance
with, the details specified in Plan and Application No. RW/3/63 submitted to the Counci
on 28th January, 1963. and any relevant correspondence, and subject to compliance with the
conditions specified hereunder:—

1. The development, if commenced, shall be carried out and completed strictly in accordance with the submitted plans, specifications and written particula for which approval is hereby notified or which are subsequently submitted to and approved by the Local Planning Authority.

2. The roof shall be covered with handmade sand-faced clay tiles to the satisfaction of the Local Planning Authority and details of the precise type of tile to be used shall be subject to the approval of the Local Planning Authority before building work commences.

3. Good quality local stock facing bricks shall be used and details of the preci type of brick shall be subject to the approval of the Local Planning Authorit before building work commences.

The reasons for imposing the above conditions are:—

1. To enable the Local Planning Authority to control the development in detail.

2. & 3. To secure a building of satisfactory external appearance.

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2. The roof shall be covered with handmade sand-faced clay tiles to the satisfaction of the Local Planning Authority and details of the precise type of tile to be used shall be subject to the approval of the Local Planning Authority before building work commences.

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The reasons for imposing the above conditions are:—

1. To enable the Local Planning Authority to control the development in detail.

2. & 3. To secure a building of satisfactory external appearance.

Your copy of the application, as approved under the Town and Country Planning Acts, 1947 to 1959, is returned herewith for your records.

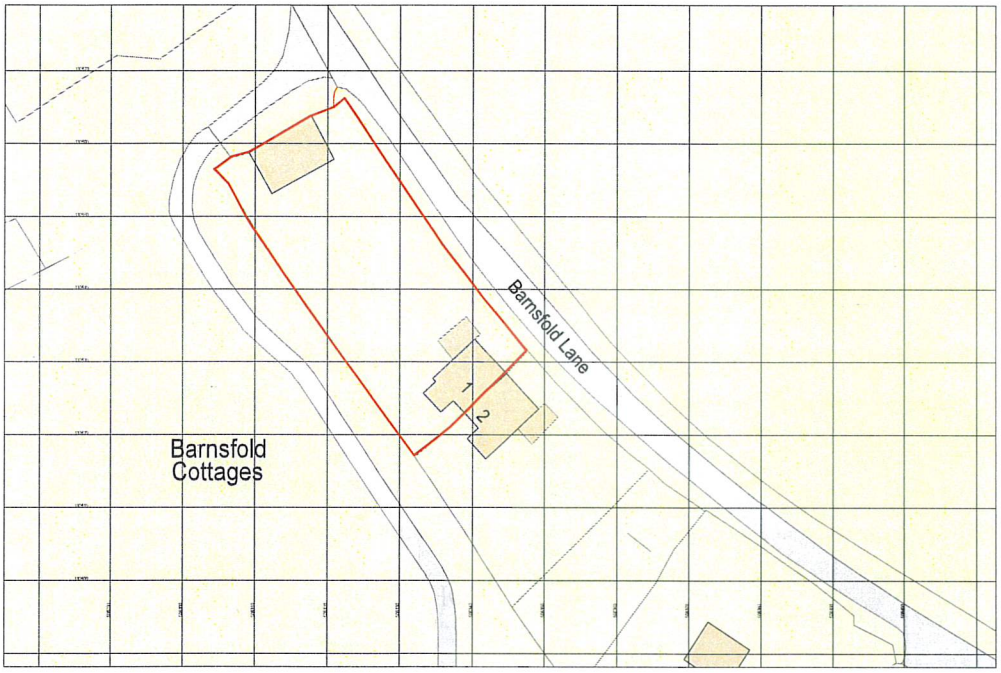
Date 15th February, 1963. Signed:

Clerk of the Council.

N.B. It is important that you should read the notes on the back of this form.

Mul. 1375 (Feb. 62)

APPENDIX 3



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Key

Dashed Structures to note

1234 Dimensions shown +/- 25mm Tolerance

Arrows show change of level All shown UP

N W E S

HOMEPLAN

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rob@homeplanuk.co.uk
www.homeplanuk.co.uk

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Constructed in accordance with the RICS code of measuring practice, this plan is for layout guidance only. It is not to scale, unless specified. Please check all dimensions & shapes before making any decisions reliant upon them.

Client: Mrs Stephie Trafford

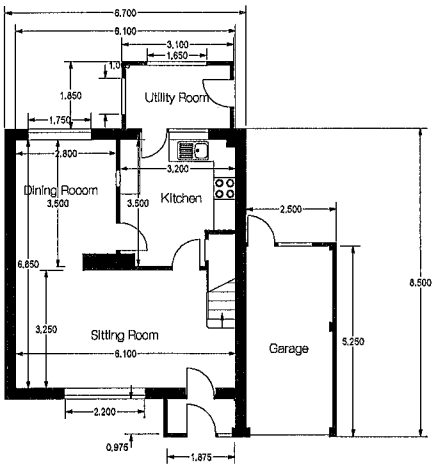
Property: 1 Barnsfold Cottages, RH12 3BN

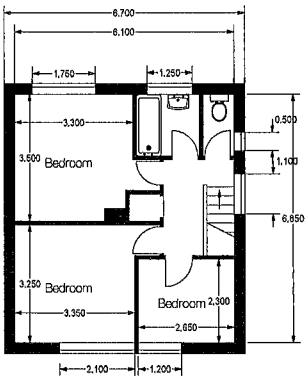
Drawing: Site Plan

Area:

Scale: 1-500 on A3

Date: 14.02.2022





Key

Overhead Structures to note

1234 Dimensions shown +/- 25mm Tolerance

Arrows show change of level All shown UP

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Client:
Mrs Stephie Trafford

Property:
1 Barnsfold Cottages, RH12 3BN

Drawing:
Ground & First floor plans

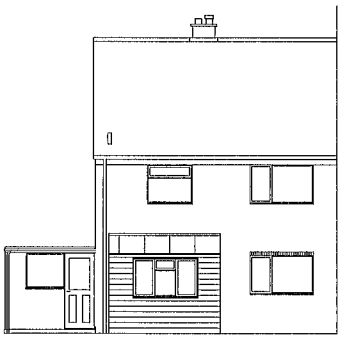
Area:
GIA 91.58sq.m./985.76sq.ft.
(Inc. Utility Room)

Scale:
1-100 on A3

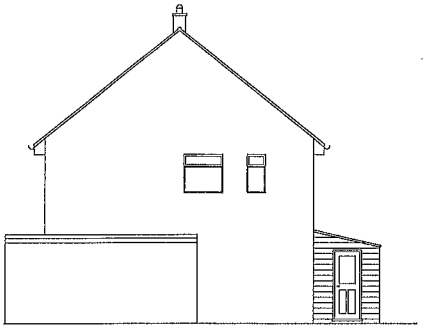
Date:
14.02.2022



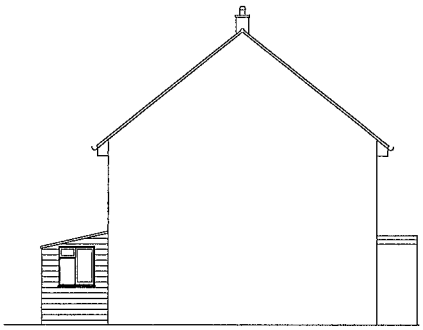
Front Elevation



Rear Elevation



Side Elevation



Party Wall Elevation

Key	
	Overhead Structures to note
1234	Dimensions shown +/- 25mm Tolerance
	Arrows show change of level All shown UP



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Client:	Mrs Stephie Trafford
Property:	1 Barnsfold Cottages, RH12 3BN
Drawing:	Elevations
Area:	N/A
Scale: 1-100 on A3	Date: 14.02.2022

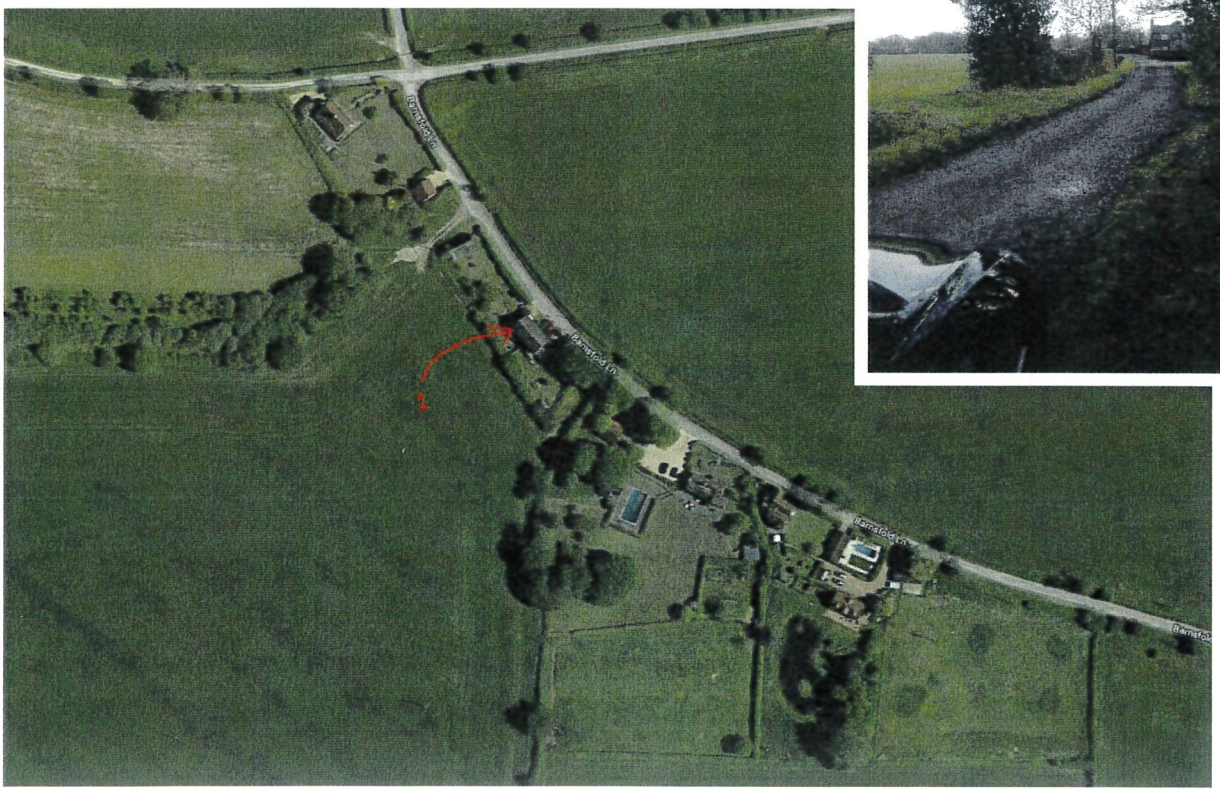











Barnsfold Ln
Barnsfold Ln
Barnsfold Ln

APPENDIX 4

TO ALL TO WHOM these presents shall come, I **ELIZABETH DALGETTY**, of 156 High Street, Dorking, Surrey, RH4 1BQ England, **NOTARY PUBLIC** duly admitted and sworn, authorised to practise throughout England and Wales, **CERTIFY THAT** on the day of the date hereof I did see **AMANDA JANE ROUSE** residing at 1 Barnsfold Cottages, Tismans Common, Rudgwick, West Sussex, RH12 3BL, England, the deponent named and described in the Affidavit hereunto annexed, identified to me by her own statement and the production of her current United Kingdom driving licence number ROUSE657167AJ9FH04, other personal documents **WHO** in my presence signed the said Affidavit and in due form of law did solemnly and sincerely declare to be true the several matters and things mentioned and contained therein.

IN FAITH AND TESTIMONY whereof I the said Notary have subscribed my name and affixed my seal of office in Dorking, England, United Kingdom this 20th of January 2025.

Notary Public
England and Wales

Protocol number 07/2025

AFFIDAVIT

I, **Amanda Jane Rouse** of No. 1 Barnsfold Cottages, Tismans Common, Rudgwick, West Sussex, RH12 3BL, make oath and say as follows:

1. I make this affidavit based on my personal knowledge, unless otherwise stated, and that the following facts and matters are accurate to the best of my knowledge.
2. I have lived at No1 Barnsfold Cottages, Tismans Common, Rudgwick, continuously since the 21st November 2014 with my partner Justin Gosney until his death on the 7th August 2024, and since then on my own.
3. Nobody else has lived at No 1 Barnsfold Cottages since we moved in.
4. I hereby confirm that neither of us has ever worked in agriculture or forestry, and we have never earned any money from such work, neither locally to Horsham or anywhere else.
5. I can confirm that we are not and never have been the dependent of an agricultural or forestry worker or farmer and I am not the widow of an agricultural or forestry worker or farmer.

Witness my signature on 20th January 2025

Amanda Jane Rouse

Sworn at 156 High Street, Dorking, Surrey, RH4 1BQ

In the County of Surrey

On 20th January 2025

Before me,

ELIZABETH DALGETTY
NOTARY PUBLIC
156 High Street, Dorking
Surrey, RH4 1BQ
Tel: 01306 502251
Fax: 01306 502283
DX 57300 Dorking

Member of The Notaries Society

England & Wales
Town of Dorking

APPENDIX 5

AFFIDAVIT

I, David Jeremy Mallory Trafford of Tismans Farm, Rudgwick, West Sussex, RH12 3BL, make oath and say as follows:

1. I make this affidavit based on my personal knowledge, unless otherwise stated, and that the following facts and matters are accurate to the best of my knowledge.
2. I have lived at Tismans Farm since 1991 and previously from 1962 to 1979.
3. My father, Mr BSL Trafford, lived at Tismans Farm from 1960 until his death in 2021.
4. My father applied for planning permission to erect a pair of cottages known as Barnsfold Cottages. The permission was granted under number RW/64/62 on 14th December 1962.
5. The cottages were erected, and they are now known as No. 1 and No. 2 Barnsfold Cottages.
6. This affidavit concerns No 1 Barnsfold Cottages alone from this line.
7. Initially No 1 Barnsfold Cottages was occupied by an agricultural worker who worked on the farm for my father and briefly for me and my wife. By the early 2000's there was limited requirement for an agricultural worker to live in No 1 Barnsfold Cottages because of changes in farming practices and farm manning levels. In 2004 Tismans Farm worker Nigel Hebburn vacated the property. We then redecorated it and let it to Mr Alan and Mrs Mandy Phyfferoen from 17th December 2004.
8. The Phyffereons left in 2014 when Mr Justin Gosney became the tenant and Amanda Rouse, with Justin Gosney, the occupants. They started their tenancy from 21st November 2014.
9. Justin Gosney, a self-employed Information Technology consultant, died on 7th August 2024.
10. Amanda Rouse worked as an accountant until she was signed off on long-term sick leave.
11. I have known Amanda Rouse since 2014, when she became the tenant.
12. I can confirm that neither Amanda Rouse nor Justin Gosney has ever worked in agriculture, is not and never has been the dependent of an agricultural worker or farmer and is not the widow of an agricultural worker or farmer.

Witness my signature on 22nd January 2025

David Trafford

Sworn at 95 Aldwych, WC2B 4JF

In the County of London, United Kingdom

On 22nd January 2025 (date)

Before me,

CHARLES EKENG HENSHAW
SCRIVENER NOTARY

MY COMMISSION
IS FOR LIFE

JOHN VENN & SONS
SCRIVENER NOTARIES
TRANSLATORS
95 Aldwych London
WC2B 4JF England
Tel: 020 7395 4300

notary@johnvenn.co.uk
www.johnvenn.co.uk

APPENDIX 6

TO ALL TO WHOM these presents shall come, I **ELIZABETH DALGETTY**, of 156 High Street, Dorking, Surrey, RH4 1BQ England, **NOTARY PUBLIC** duly admitted and sworn, authorised to practise throughout England and Wales, **CERTIFY THAT** on the day of the date hereof I did see **STEPHANIE VIVIEN TRAFFORD** residing at Tismans Farm, Rudgwick, West Sussex, RH12 3BL England, the deponent named and described in the Affidavit hereunto annexed, identified to me by her own statement and the production of her current United Kingdom of Great Britain and Northern Ireland passport number 536852495, with an expiry date of the 2nd day of July 2026, and other personal documents **WHO** in my presence signed the said Affidavit and in due form of law did solemnly and sincerely declare to be true the several matters and things mentioned and contained therein.

IN FAITH AND TESTIMONY whereof I the said Notary have subscribed my name and affixed my seal of office in Dorking, England, United Kingdom this 20th of January 2025.

Notary Public
England and Wales

Protocol number 08/2025

AFFIDAVIT

I, **Stephanie Vivien Trafford** of Tismans Farm, Rudgwick, West Sussex, RH12 3BL, make oath and say as follows:

1. I make this affidavit based on my personal knowledge, unless otherwise stated, and that the following facts and matters are accurate to the best of my knowledge.
2. I have lived at Tismans Farm since 1991.
3. I have known Amanda Rouse since November 2014 when she became an occupant with her partner Justin Gosney who had taken on the tenancy of No 1 Barnsfold Cottages.
4. Justin Gosney, a self-employed Information Technology consultant, died on 7th August 2024.
5. Amand Rouse was working as an accountant until she was signed off on long-term sick leave.
6. I can confirm that neither Amanda Rouse nor Justin Gosney has ever worked in agriculture, is not and never has been the dependent of an agricultural worker or farmer and is not the widow of an agricultural worker or farmer.

Witness my signature on 20th January 2025

Stephanie Vivien Trafford

Sworn at 156 High Street, Dorking, Surrey, RH4 1BQ

In the County of Surrey

On 20th January 2025

Before me,

ELIZABETH DALGETTY
NOTARY PUBLIC
156 High Street, Dorking
Surrey RH4 1BQ
Tel: 01306 502251
Fax: 01306 502283
DX 57300 Dorking

Member of The Notaries Society

England & Wales
Town of Dorking

APPENDIX 7

Christian Reid Lettings

ASSURED SHORTHOLD TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of the tenancy. It sets out the promises made by the landlord to the tenant and by the tenant to the landlord. These promises will be legally binding once the agreement has been signed by both parties and dated. You should read it carefully to ensure there is nothing in the document that you are not prepared to agree to and it contains everything you require. Whilst every attempt has been made to compose this agreement using straightforward language, it inevitably contains some legal terms and references.

If either party does not understand this agreement, or anything in it, it is strongly recommended you ask for an explanation before signing it. You may wish to consult a Solicitor, Citizens Advice Bureau or Housing Advice Centre.

The Name and Address of the Letting Agent who arranged this tenancy is:

Christian Reid Lettings, Bank Buildings, 145 High Street, Cranleigh, Surrey GU6 8BB

For:
1 Barnsfold Cottages, Barnsfold Lane, Tismans Common, Rudgwick, West Sussex, RH12 3BN

Definitions

The intention of providing this list is to help explain or clarify some terms or expressions that may be found in this tenancy agreement. It is not meant to be an exhaustive or complete list. In the event of a dispute, only a court can decide on a definitive interpretation or meaning of any clause, or of any part of this agreement.

Landlord	A person or persons who at any relevant time own, or have a formal interest in, the Property that gives them right to possession of the property.
Tenant / Occupant	A person or persons, who at any relevant time are entitled to occupy the Property under the terms of this tenancy agreement.
The Property	The Property includes all, or any part of the dwelling-house, gardens, paths, driveways, fences, boundaries or other outbuildings which form part of the let. Where the Property forms only part of a larger premises (e.g. in a block of flats), the letting includes the use, in common with others, of the communal access ways and other similar facilities.
Fixtures & Fittings / Contents	References to fixtures and fittings relate to any of the Landlord's furniture, furnishings, sanitary ware, decorative features, white goods, other equipment or any floor, ceiling or wall coverings and includes anything listed in any Inventory and/or Schedule of Condition as supplied.
Agent	Christian Reid Lettings Limited trading as Christian Reid Lettings, or any other duly authorised person, notified to the Tenant, who is acting from time to time on behalf of the Landlord.
Insured Risks	"the Insured Risks" refers to insurance against fire and the usual comprehensive risks.
Joint and several liability	The expression joint and several liability means that jointly the Tenants are liable for the payment of all rents and all liabilities falling upon them during the tenancy as well as any breach of the agreement. Individually each Tenant is responsible for payment of all rent and all liabilities falling upon them as well as any breach of the agreement until all payments have been made in full. A maximum of four people can be such joint Tenants.
Head or Superior Lease	Means a Lease (if any) under which the Landlord holds or owns the Property and which contains the obligations which the Landlord, or his Tenants in turn, may be bound.
Masculine & feminine and singular & plural	Any reference to either one gender includes the other and any reference in the singular shall include the plural, if appropriate.
Superior Landlord	People, or persons, to whom the ownership or interest in the Leasehold property might revert in the fullness of time, following the expiry of the term of any head, or superior lease.
The term or the tenancy	References to the term or the tenancy include any extension or continuation, or any statutory periodic tenancy which may arise following the end of the period set out in The Principal Terms.
Deposit held as 'stakeholder'	A sum of money to be held until the end of the tenancy for costs or compensation for damage or for breaches of, or failure to comply with, the Tenant's obligations. Any portion in dispute should not be paid over to, or taken by, either party until and unless mutual agreement is reached, or unless an appropriate third party makes a decision.
Consent of the Landlord or his Agent	Where the consent of the Landlord or his Agent is required for the Tenant to carry out some action it is strongly recommended that where such consent is granted, the Tenant obtains confirmation in writing so as to avoid misunderstandings or disputes at a later date.
Water Charges	This includes charges, rates or costs relating to water, sewerage and environmental services.
Utilities	This includes charges, rates or costs relating to telephone, gas, electricity, oil and Council Tax.
Month/Monthly	Means a calendar month.
Inventory and or Schedule of Condition	This refers to any document prepared by the Landlord, the Agent or an inventory clerk and provided to the Tenant, detailing the Landlord's fixtures, fittings, furnishings, equipment and the décor and condition of the Property in general. Such a document may subsequently be relied upon at the end of the tenancy in assessing damage, or compensation for damage (over and above fair wear and tear) and so should be checked carefully at the commencement of the tenancy. Any significant mistakes, misdescriptions or other amendments should be notified to the Landlord or his Agent within five days after the tenancy starts. In order to avoid misunderstandings or disputes later, it is strongly recommended that this notification be in writing and a copy kept for future reference.

1. Summary of Principal Terms

Date	Fourth day of November two thousand and fourteen
Landlord(s)	David Jeremy Mallory Trafford and Stephanie Trafford
Landlord's Address	Tismans House, Tismans common, Rudgwick, West Susses RH12 3BL **Important** – For the purposes of sections 47 and 48 Landlord & Tenant Act 1987, a landlord is required by law to provide a tenant with his address when making demands for rent and if that address is not in England and Wales, to provide an address in England and Wales at which notices (including notices in proceedings) may be sent to or served on the landlord by the tenant.
Landlord's Alternative Address (if applicable)	Christian Reid Lettings, 145 High Street, Cranleigh, Surrey, GU6 8BB
Tenant(s)	Justin Gosney
Tenant's Address	Lower Millstream Cottage, West End Lane, Haslemere, Surrey GU27 2EN
Address of Property	**1 Barnsfold Cottages Barnsfold Lane, Tismans Common, West Sussex, RH12 3BN**
Occupants	Justin Gosney and Amanda Rouse
Contents	The Fixtures, Fittings and Furniture belonging to the Landlord as specified in the Inventory and Schedule of Conditions (if any).
Term	Twelve calendar months **Subject however to any Special Tenancy Conditions.**
From and Including the	Twenty first day of November two thousand and fourteen
To and Including the	Twentieth day of November two thousand and fifteen
Rent	£1,300.00 (one thousand three hundred pounds) per calendar month
Payable	The rent is payable in advance by the following installments: The sum of £1,300.00 (one thousand three hundred pounds) to be paid on or before the commencement date of the tenancy to Christian Reid Lettings Ltd in respect of the twenty first day of November two thousand and fourteen to the twentieth day of December two thousand and fourteen and thereafter the sum of £1,300.00 (one thousand three hundred pounds) to be paid on the twenty first day of each calendar month direct to the landlord for the remainder of the tenancy
Deposit	A security deposit of £1,950.00 (one thousand nine hundred and fifty pounds) to be held by the **'Deposit Protection Service' (DPS)**, as stakeholder, until the end of the tenancy and to be returned without interest as detailed in clause 5.1. The Deposit is safeguarded by The Deposit Protection Service, (The DPS), The Pavilions, Bridgwater Road, Bristol, BS99 6AA. Telephone No. 0844 4727 000

2. Tenant's Obligations

Please note this section sets out the duties of a tenant. It is important for the Tenant to understand what he agrees to do or not to do. If the Tenant breaks, or does not comply with any of these obligations, the Landlord may be entitled to claim damages or compensation from the Tenant, or to seek other legal remedies against the Tenant, including the possibility of eviction.

The TENANT agrees to the following:

As joint and several Tenants, to be responsible and liable for all obligations under this agreement

2.1 To pay the rent, whether formally demanded or not, and all other sums due to the Landlord on time. Payments by other persons on behalf of the Tenant will be considered as if payments from the Tenant.

2.2 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.

2.3 For the duration of the tenancy, to pay the appropriate terrestrial television licence fee, cable television or satellite television charges (if any) for the use of any television, or associated broadcast receiving equipment (if any) on the Property.

2.4 Not to offset the rent against the Deposit referred to herein.

Utilities & Liabilities

2.5 On the signing of this agreement to have transferred to the Tenant's name and to pay directly to the supplier all charges due during the tenancy for the following:-

a. water rates, sewage disposal, gas, fuel, oil and electricity supplied to the Property.
b. telephone charges and all rent in respect of the telephone during the tenancy and linked telephone line for the burglar alarm (if applicable).
c. the Council Tax which is the responsibility of the Occupant or any other charge levied on the Property replacing the Council Tax and FURTHER to pay the same and to indemnify the Landlord from and against all liability in respect thereof including any liability which may be incurred by the Landlord as a result of the Tenant ceasing to occupy the Property as his sole or main residence.
d. where the Property is served by a septic tank or cesspit, to be responsible for the reasonable costs of emptying or clearing such facilities, as required, during the tenancy.

FURTHERMORE the Tenant consents to the Landlord or his Agent advising the council and service suppliers of the Tenant's responsibilities and for the council and service suppliers to advise the Landlord or his Agent of any details relating to the accounts at the termination of the tenancy.

2.6 Not to change or transfer any existing telephone number at the Property without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. Where such consent is given, the Tenant undertakes promptly to provide the Landlord or his Agent with the details of the new number and, at the request of the Landlord, pay the telephone company's reasonable standard costs of storing the Landlord's number for re-use at the end of the tenancy. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).*

2.7 Where the Tenant allows the utility or other services to be cut off, by default of payment or by specific instruction, either during, or at the end of the tenancy, to pay or be liable to pay, the costs associated with reconnecting or resuming those services.

Use of the Property, Fixtures and Fittings in a Tenant-like manner

2.8 To notify the Landlord or his Agent as immediately as is practicable of any defect, damage or disrepair which develops or occurs at the Property which might be, or might reasonably be expected to become a hazard or danger to life or limb or to the fabric of the Property itself. The Tenant must not carry out or authorise repairs himself except to take reasonable steps in an emergency to restrict or diminish such immediate dangers or damage.

2.9 To test, at regular intervals, any battery operated smoke alarms fitted in the Property and to replace any battery in an alarm which is found not to be working. If the alarm is not working after the fitting of a new battery, to promptly inform the Landlord or his Agent.

2.10 To keep the interior of the Property and all Fixtures and Fittings in the same state of repair, order, preservation, condition and cleanliness as at the commencement of the tenancy (fair wear and tear and damage by accidental fire and the Insured Risks excepted) and to take reasonable and proper care in the use of the Property, its Fixtures and Fittings and not to deliberately damage or alter the Property, its décor, Fixtures and Fittings either internally or externally. Where the Tenant, his invited guests or visitors, are responsible by any action for cracked or broken windows or door glass on the Property, to promptly repair or replace such glass to the required specification and be liable for the costs involved.

2.11 To take care to replace or have replaced as appropriate, light bulbs, fluorescent tubes, fuses etc. as and when 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.

2.12 Not to tamper, interfere with, alter or add to the gas, water or electrical installations or meters, either in or serving the Property.

2.13 If the Tenant brings into the Property any gas or electrical appliance(s), he must ensure they are safe to use. A suitably qualified Gas Safe engineer must properly connect any gas appliances to the appropriate pipe work in the Property. Any gas or electrical appliance which is, or becomes known to be, unsafe or dangerous to either the Occupants or the Property, must not be used and must be removed from the Property immediately by a suitably qualified Gas Safe engineer or electrician.

2.14 Not to remove from the Property any of the Landlord's Fixtures or Fittings or to store them in the loft, basement, garage or outbuildings (if any) without obtaining the prior consent of the Landlord or his Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).* Where such consent is granted, to ensure that any such items are stored safely without damage or deterioration and at the end of the tenancy to return them, within reason, to the same places from which they were removed. Should any part of the Contents be lost, destroyed or so damaged as to be incapable of being restored to its former condition (except such items as may be destroyed or damaged by accidental fire unless the insurance maintained by the Landlord has been wholly or partly invalidated by any act or default by the Tenant) to compensate the Landlord in damages for replacing the item(s) or replace them with similar articles of at least equal value.

2.15 Not to alter the appearance, decoration or structure of the Property or its Fixtures or Fittings either internally or externally without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).*

2.16 Not to fix or hang any posters, pictures, photographs or ornaments to the walls, ceilings or woodwork with nails, glue, sticky tape, blu-tac or similar adhesive fixings other than solely with a reasonable number of commercially made pictures hooks appropriate for the purpose and 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 such fixings or their removal.

2.17 Not to damage the pipes, wire conduits, fittings and apparatus within or exclusively serving the Property and to keep the drains and gutters free from obstruction.

2.18 To be responsible for unblocking or clearing stoppages in any sink, basin, toilet, or waste pipe which serve such fixtures if they become blocked with the Tenant's waste, or as a result of the actions or inactions of the Tenant, his invited guests or visitors.

2.19 To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build up of mould growth or damage to the Property, its Fixtures and Fittings.

2.20 To take care not to put, or allow to be put, any damaging oil, grease or other harmful or corrosive substances into the washing or sanitary appliances or drains within the Property or on the driveways.

2.21 At least once every nine months of the tenancy to have any working chimneys, made use of by the Tenant, swept by an appropriate person and to retain a suitable record and receipt of the invoice to demonstrate compliance with this clause.

2.22 Subject to the Landlord's obligations in Clause 4, to ensure all electrical, gas and other appliances and apparatus including any television set or radio are kept in good working order and to pay for the immediate replacement of any parts which have become defective through negligence or ill-treatment by the Tenant, his invited guests or visitors.

2.23 To take reasonable and prudent precautions expected of a householder as may be required from time to time, but particularly between and including the months of November to February, to prevent damage by frost or freezing occurring to the Property, its Fixtures or Fittings.

2.24 To permit the Landlord, his Agent or authorised workmen, from time to time upon a minimum of 24 hours prior written notification (except in the case of an emergency), to enter the Property during working hours, or at other reasonable times including at weekends, to inspect the Property, its Fixtures and Fittings, and to do work which might be required from time to time in order to fulfil obligations under this agreement or relevant legislation.

2.25 Where the Tenant is notified prior to the commencement of the tenancy in writing or by the provision of copy documents of any agreements or restrictions contained in any Superior or Head Lease affecting the Property which may bind the Landlord, his Tenant, invited guests or visitors in the use or occupation of the Property, not to break such agreements or restrictions.

2.26 To be held liable for the fair net costs involved in carrying out repair and maintenance to the Property or its Fixtures or Fittings where such action is required as a result of negligence, or significant breach of this agreement, or misuse, by the Tenant or his invited guests or visitors.

2.27 Where the Tenant clearly breaks, or fails to comply with, any of the obligations relating to looking after or the use and occupation of the Property set out under this agreement, the Tenant agrees to carry out (at his own cost) any reasonable and necessary corrective measures or action within a maximum of four weeks, or within any alternative time scale agreed with the Landlord or his Agent, or earlier if urgency requires it, of being asked in writing to do so by the Landlord or his Agent. After that time, the Landlord or his Agent may notify the Tenant that the Landlord is arranging for the work to be done and in such circumstances the Tenant agrees to be responsible and liable for the fair costs involved in those arrangements and for the carrying out of such works.

2.28 To place all refuse in a proper receptacle and ensure that it is regularly collected by the local authority and, where appropriate, to keep the receptacle only in a place on the Property approved by the Landlord.

2.29 Not to dig up, or cut down, any trees, shrubs, bushes or timber (if any) or alter the layout of the garden, except with the prior consent of the Landlord or his Agent. (*In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted*).

2.30 To cut the grass (if any) of the Property with an appropriate garden mower as necessary from time to time to keep the grass in, or bring about, a neat and tidy condition. Furthermore, to keep the patio areas (if any), paths, garden areas, lawns, flower beds, shrubs or bushes and borders (if any) as tidy, weed free and in seasonal order as at commencement of the tenancy.

2.31 To use the Property only as a single private residence for the occupation of the Tenant and not to carry on any formal or registered trade, business or profession there.

2.32 Not to store or keep on the Property or any communal car park, any boat, caravan or commercial vehicle without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. (*In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted*) The Landlord reserves the right to withdraw, for reasonable grounds, and upon reasonable notice, any such consent previously given.

2.33 Not to repair cars, motorcycles, vans or other commercial vehicles at the Property or in any communal areas, apart from general maintenance, from time to time, to a vehicle of which the Tenant is the registered keeper.

2.34 Not to use the Property, or knowingly allow it to be used, for illegal or immoral purposes and that includes the use of any illegal drugs which are or become prohibited or restricted by statute.

2.35 Not to do anything at the Property which is a nuisance, annoyance or may reasonably be considered anti social behaviour, including making any unreasonable noise by way of piano or any other musical instrument, record player, radio, stereo system or other such appliance or television receiving set or cause damage or inconvenience to the Landlord or the occupier(s) of any adjoining premises.

2.36 Not to sublet, take in lodgers or paying guests without the prior consent of the Landlord or his Agent. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).* The Landlord or his Agent reserves the right to withdraw, on reasonable grounds and upon reasonable notice, any such consent previously given.

2.37 Not to assign the tenancy of the Property or any part of it without the Landlord's prior consent, which will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).* The Tenant will be liable for the reasonable fees and expenses incurred by the Landlord in arranging any assignment granted.

2.38 Not to place or fix any aerial, satellite dish notice, advertisement or board onto the Property (either externally or internally) or install Cable television without first obtaining the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).* Where granted the Tenant will meet all costs of installation and subsequent removal (if required) and the reasonable costs of making good any resultant damage or redecoration if so required by the Landlord. The Landlord or his Agent reserves the right to withdraw, for reasonable grounds and upon reasonable notice, any such consent previously given.

2.39 Not to keep on, or bring into the Property, any inflammable or other material (apart from properly stored fuel or similar material in quantities appropriate for normal domestic use) which might reasonably be considered to be a fire hazard, or otherwise dangerous to the Property or the health of its Occupants or of the neighbours.

2.40 In order to comply with the requirements of the Party Walls etc Act 1996 (but only upon appropriate formal notice), to permit the owner of neighbouring premises or their authorised workmen or their professional advisors, access to the Landlord's Property in order to carry out any work required to the Property or the neighbouring premises.

2.41 Not to keep or allow to be kept on the Property or any part thereof any animal, bird, fish or reptile without the written permission of the Landlord or his Agent.

2.42 During the tenancy, to take reasonable precautions expected of a householder to keep the Property free of infestation by insects, vermin, rodents or animal fleas. Where such infestation occurs as the result of action or inaction on behalf of the Tenant, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such an infestation.

2.43 As quickly as is practicable after receipt, to send to the Landlord or his Agent any formal or legal notice, orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect, the Property, its boundaries or adjacent premises.

2.44 Not to change, alter, add to or otherwise damage any locks or bolts on the Property (except in the case of an emergency) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld. *(In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted).* Where any new or additional locks or bolts are fitted to the Property, to promptly provide the Landlord or his Agent, at the Tenant's expense, with an appropriate set of keys.

2.45 If the Property is let to the Tenant as furnished, not to bring to the Property any additional furniture without the prior written consent of the Landlord or his Agent, such consent not to be unreasonably withheld. (*In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted*). The Landlord reserves the right to withdraw, for reasonable grounds, and upon reasonable notice, any such consent previously given.

2.46 To pay for the cost of checking the Inventory on taking possession of the Property.

2.47 To pay, or be liable to pay, all reasonable net costs and expenses incurred by the Landlord, his Agent or professional advisers in successfully enforcing or remedying a notable breach of, or significant failure to comply with the obligations of the Tenant under this agreement.

Insurance and Security

2.48 Not to deliberately do anything and to take reasonable and prudent steps not to allow anything to be done by invited guests or visitors, which leads to devastation, harm or ruin of the Property or its Contents and not to do anything by which any policy of insurance effected by the Landlord on the Property or the Contents therein may become void or voidable.

2.49 To reimburse the Landlord for any excess sum, up to a maximum of £100, payable under the Landlord's Buildings and/or Contents insurance policy for each and any claim on the Landlord's policy resulting from any action or inaction on the part of the Tenant, his invited guests or visitors, in breach of this agreement.

2.50 In the event of loss or damage by fire, theft, attempted theft, impact or other causes to the Property or its Contents, to promptly inform the authorities as appropriate and the Landlord or his Agent as soon as is practicable. Subsequently to provide, as soon as is practicable, full written details of the incident in order for the Landlord or his Agent to assess whether to make a claim on any relevant insurance policy.

2.51 When the Property is left unattended to fasten securely all locks fitted to doors and windows of the Property and ensure the burglar alarm (if any) is set in accordance with the instructions. In particular all keys must be removed from the locks and not left in view and when the household has retired for the night, all external doors and windows must be secured other than windows in occupied bedrooms.

2.52 Not to change any burglar alarm codes (if any) without the prior consent of the Landlord or his Agent. Such consent will not be unreasonably withheld and where such consent is given, to promptly provide the Landlord or his Agent with the relevant new code. (*In order to avoid misunderstandings or disputes later, it is strongly recommended that the Tenant obtains confirmation in writing of any such consent granted*).

2.53 Before leaving the Property empty or unoccupied for any continuous period in excess of 14 days, to notify the Landlord or his Agent in advance and to fully co-operate and comply (and bear the fair cost of such compliance) with any reasonable requirements or conditions relating to the security or safety of the Property and its Contents whilst being left empty or unoccupied.

2.54 To insure the possessions introduced into the property by you (the Tenant), for the duration of the tenancy, ideally to include accidental damage for the Landlord's possessions. The Tenant must provide proof of adequate cover and a copy of the insurance schedule to the Agent. Furthermore, the Tenant agrees to pay all premiums and renewal premiums to ensure continuous cover.

2.55 Not to smoke or allow any invited guests or visitors to smoke in any part of the Property.

3. End of Tenancy

3.1 During the last two months of the tenancy, upon a minimum of 24 hours prior notification, to permit the Property to be viewed during working hours and/or at other reasonable times including weekends, by prospective tenants or purchasers who are authorised to do so by the Landlord or his appointed agent. Except where mutually agreed otherwise with the Tenant, the Landlord or his authorised agent or representative will accompany these viewing appointments.

3.2 During the last two months of the tenancy to permit, at the discretion of the Landlord or his Agent, a For Sale or To Let board to be displayed on the Property.

3.3 To return all keys to the Property (including any new or additional or duplicate keys cut during the tenancy) to the Landlord or his Agent promptly on the last day of the tenancy and to pay the cost of replacing any lock where such keys are missing. Also to leave any meter cards and utility keys with the metering equipment in the Property.

3.4 To clean to (or pay for the cleaning to) a good domestic standard, the Property, its Fixtures and Fittings, including the cleaning of any carpets, curtains (including net curtains), blankets, bedding, upholstery etc. which have become soiled, stained or marked during the tenancy.

3.5 To remove all the Tenant's refuse and rubbish from within the Property and to ensure that it is stored outside in proper receptacles and, where appropriate, make arrangements with the local authority or others for its prompt removal at the expense of the Tenant.

3.6 Having replaced the Landlord's items in the same area of the Property (as far as is practicable) as at commencement of tenancy, to co-operate in the checking of any inventory and or Schedule of Condition and to pay, or be liable to pay, up to the sum of £50 (fifty pounds) plus VAT, should the Landlord or his Agent be required to rectify any damages which were the responsibility of the Tenant, his invited guests or visitors. Such fee being in addition to any contractors' charges or compensation to the Landlord (if any) so that the Property is ready for immediate re-occupation.

3.7 If the Tenant shall not keep an appointment made by the Landlord or his Agent to check the inventory and in the case of the check-out should the Tenant fail to keep the appointment previously agreed or refuses to attend the Property at the time of the check-out, any assessment made by the Landlord or his Agent of the fair and reasonable compensation or other sums payable by the Tenant shall be final and binding on the Tenant.

3.8 To remove all the Tenant's belongings, property, personal effects, foodstuffs or furnishings and equipment from the Property on or before the last day of the tenancy.

3.9 Any of the Tenant's belongings, property, or personal effects, foodstuffs, furnishings and equipment left behind at the Property will be considered abandoned if, after the end of the tenancy and after the expiry of 14 days written notice sent, addressed to the Tenant, to the single address required to be provided by the Tenant under clause 3.11 of this agreement or, in the absence of such an address, to the address of the Property, the Tenant has not removed or retrieved them. After this time the Landlord or his Agent, may remove, store or dispose of any such items as he sees fit. The Tenant will remain liable for the costs of arranging such removal storage or disposal and such costs may be deducted from the Deposit and any surplus costs after such deduction will remain the liability of the Tenant.

3.10 Where such items belonging to the Tenant described in clause 3.9 above are of a bulky or unwieldy nature, (either individually or as a collection) which may inhibit or unreasonably inconvenience the Landlord or other persons immediate ability to occupy comfortably or make use of, or re-let, or sell the Property, or any part of the Property, the Landlord reserves the right to charge the Tenant damages or compensation at a rate equivalent to the rent, calculated on a daily basis, until the items are removed, either by the Tenant or in line with clause 3.9.

3.11 To provide promptly as soon as is practicable just 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 processes involved in the return of the Deposit.

3.12 **THE TENANT acknowledges that:-**

a) Immediately before entering into this agreement the Tenant was not himself or jointly with any other person a protected or statutory tenant of the Property.

b) The Tenant or at least one of the joint Tenants will occupy the Property as his only or principal home.

c) The Tenant complied with the Landlord's Agent's requirements and completed the Tenant's Application Form and answered each and every question truthfully and faithfully and he may be held in breach of this agreement if he failed to do so.

4. Landlords Obligations

Please Note: These are the things the Landlord agrees to do or not to do. If the Landlord breaks or does not comply with any of his obligations in this agreement or of his statutory obligations, the Tenant may be entitled to claim damages or compensation from the Landlord, or to seek other legal remedies against the Landlord.

THE LANDLORD agrees to the following:-

4.1 Not to interrupt or interfere with the Tenant's lawful occupation, enjoyment and use of the Property other than in an emergency or in the normal and lawful process of exercising or implementing the Landlord's rights and obligations under this agreement having provided at least a minimum of 24 hours prior notification.

4.2 To keep the Property and the Landlord's Contents (if any) insured for such sums and on such terms as the Landlord feels appropriate against fire and other risks normally covered by a comprehensive household policy and any other such risks as the Landlord considers necessary from time to time.

4.3 To maintain the Property and the Contents therein in good repair during the tenancy, except in respect of damage or through negligence or misuse caused by the Tenant, his invited guests or visitors, not including maintenance or repair for which the Tenant is liable under Clause 2 herein.

4.4 To comply with the requirements of Section 11 of the Landlord and Tenant Act 1985 which imposes obligations on the Landlord –

a) to repair the structure and exterior (including drains, gutters and external pipes) of the Property.
b) to keep in repair and proper working order the installations in the Property for the supply of water, gas, electricity and sanitation (including showers, taps, basins, sinks, bath and sanitary conveniences such as toilets and bidets), but not other fixings, fittings and appliances for making use of water, gas or electricity.
c) to keep in repair and proper working order the installations in the Property for space heating and heating water.

In determining the standard of repair required by the Landlord under this clause, the age, character and prospective life of the Property and the locality in which it is situated will be taken into consideration.

The Landlord's repairing obligations referred to above shall not be interpreted as requiring the Landlord to;

a) Carry out works or repairs for which the Tenant is liable by virtue of his duty to use the Property in a Tenant-like manner.
b) To rebuild or reinstate the Property in the case of destruction or damage by fire or by tempest, flood or other inevitable accident or
c) To keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

4.5 To be responsible for any pest infestation which was in existence at the Property at the commencement of the tenancy or as a result of a failure to repair by the Landlord or if the infestation arose from any common area under the control of the Landlord.

4.6 To take reasonable steps to ensure that the Landlord's domestic gas and electrical appliances and other similar mechanical appliances in the Property for which he is responsible are safe, in proper working order, and in repair both at commencement of and during the tenancy, in order to comply with the Landlord's obligations under the Gas Safety (Installation and Use) Regulations 1998, the Electrical Equipment (Safety) Regulations 1994 and the Plugs and Sockets etc., (Safety) Regulations 1994.

4.7 To finalise as soon as reasonably possible at the determination of the tenancy matters relating to the Deposit referred to in Clause 5 hereof in respect of damaged or missing items.

4.8 To pay all taxes, assessments, service charges, impositions and other outgoings payable in respect of the Property during the tenancy, except for charges herein agreed to be paid by the Tenant.

4.9 To pay for the cost of checking the Inventory upon the termination of the tenancy.

4.10 Where the Landlord supplies a working burglar alarm at the Property at the commencement of the tenancy, to keep it in working order and repair but only where such a repair is not caused by negligence or misuse by the Tenant, his invited guests or visitors.

4.11 Where the Landlord's normal place of residence is not in the United Kingdom, he agrees to nominate a representative or appoint an agent to whom the rent due under this agreement shall be paid. If the Landlord fails to appoint such a representative or agent, the Landlord agrees that the Tenant will be entitled to deduct, and hold for payment to the Inland Revenue, basic rate tax from the rent as may be required by the Finance Act 1995 or subsequent similar legislation as it relates to non UK resident landlords.

4.12 The Landlord confirms that he is the sole or joint owner of the leasehold or freehold interest in the Property and that all appropriate consents necessary for him to sign this agreement have been obtained. The Landlord also confirms that he is not aware of any works or development to any premises or buildings in the neighbouring area which may prevent the Tenant from his quiet enjoyment of the Property.

5. The Deposit :-
what it may be used for and how it will be dealt with after the end of the tenancy

5.1 On the signing hereof to deposit with the Landlord's Agent the sum detailed in The Principal Terms to be held in respect of the performance by the Tenant of all his obligations in this agreement as set out in this clause. The Deposit to pay for or be used for the following;

a) Any damage, or compensation for damage, to the Property its Fixtures and Fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for reasonable fair wear and tear and for the age and condition of each and any such item at commencement of the tenancy.

b) The fair costs incurred in compensating the Landlord for, or for rectifying and remedying, any meaningful breach by the Tenant of his obligations under this agreement, including those relating to the cleaning of the Property, its Fixtures and Fittings.

c) Any sum which is or becomes repayable by the Landlord or his Agent to the Local Authority with regard to Housing Benefit which has previously been paid directly to the Landlord or his Agent relating to the Tenant named in this agreement.

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

e) Any rent or other money lawfully due or payable by the Tenant under this agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.

5.2 At the end of the tenancy if there is no dispute The Deposit Protection Service (DPS) will keep or repay the Deposit according to the agreed deductions and the conditions of the agreement. Payment of the Deposit or any balance of it will be made within 15 working days of the Landlord and Tenant agreeing the allocation of the deposit.

5.3 The Deposit (or appropriate balance) will be returned to the Tenant in accordance with the terms and conditions of the DPS and where the Tenant comprises of more than one person, the Deposit or the appropriate balance will be divided equally and returned to each individual.

5.4 If monies lawfully due to the Landlord under this agreement are more than the Deposit held, the Tenant will be liable to pay any excess to the Landlord within 14 days of written demand.

5.5 The deposit is protected by The Deposit Protection Service in accordance with their terms and conditions and the statutory requirements of the Housing Act 2004. The terms and conditions governing the protection of the deposit, including the dispute process can be found at www.depositprotection.com.

6 General – All parties to this agreement should read these clauses

6.1 **Re-instatement of Property rendered uninhabitable**

If the Property is destroyed or damaged by any of the Insured Risks making it unfit to live in, the rent will cease to be payable until the Property has been rendered fit again for occupation and provided the Landlord's insurance has not been invalidated by the Tenant, Occupant, his invited guests or visitors, then the Tenant may give written notice to the Landlord or his Agent to terminate the tenancy immediately. If the Tenant has paid rent in respect of any unexpired period of the tenancy, the Landlord will repay the overpayment to the Tenant.

6.2 The Contract (Rights of Third Parties) Act 1999 does not apply to this agreement.

6.3 This agreement is subject to all laws and statutes affecting Assured Shorthold Tenancies. If a court decides that some part of the agreement is invalid or un-enforcable, the rest of the agreement will still be valid and binding on all parties.

6.4 The cost of two fair copies of the tenancy agreement and any extension agreements shall be paid in equal shares by the Landlord and the Tenant.

Service of Notices by the Landlord or his Agent

6.5 Any Notice requiring to be served hereunder on the Tenant shall be sufficiently served if sent by first class post to the Tenant at the Property or left addressed to the Tenant at the Property or forwarded to the Tenant by first class post at his last known address in Great Britain.

6.6 In accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962; if the Landlord or his Agent delivers a Notice or document (and retains reasonable evidence of that delivery) required to be served under this agreement or any Act of Parliament to the Property (or the last known address of the Tenant if different) by hand or sends it by recorded or registered delivery or by first class post addressed to the Tenant, then the Tenant will be treated as though they have received it.

Surrender of the tenancy by the Tenant

6.7 Strictly with the Landlord's or his Agent's prior consent and subject to certain conditions that may include the Landlord's reasonable costs associated with the re-letting of the Property, the Tenant may be allowed to surrender or give up this tenancy before it could otherwise lawfully be ended.

6.8 If at any time during the said term the Tenant shall die or become incapacitated with the result that he can no longer reside in the Property, the Tenant or his personal representative shall have the right to terminate the tenancy hereby created by giving to the Landlord or his Agent not less than one months notice in writing.

Stamp Duty

6.9 The cost of stamp duty shall be paid by the Tenant in accordance with the Stamp Duty (Land Tax) effecting short term leases with effect from 1 December 2003.

Interest

6.10 The Agent shall not be liable to pay interest on the Deposit referred to in Clause 5.1 herein to which the Landlord or the Tenant are or may be entitled.

7. Forfeiture – Right of re-entry.

Important: If either party to this agreement is unsure of their rights or require further clarification of this clause, they should consult a solicitor or their local citizens advice bureau

The law (Protection from Eviction Act 1977) gives tenants protection against arbitrary or immediate termination of their rights of occupation and the law restricts a landlord's rights, except in certain circumstances, to evict from, or prevent a tenant from living in, premises subject to an existing tenancy agreement without first obtaining a court order.

For the Landlord to commence legal proceedings to repossess the Property on a breach of the tenancy (where the Tenant had failed to remedy the breach in good time), which might result in the court evicting the Tenant or issuing a court order terminating the tenancy earlier than might otherwise be lawful; the law requires that the tenancy agreement contains a Forfeiture Clause, sometimes referred to as Right of Re-entry. Clause 7.1 is such a clause.

For the avoidance of doubt: -
In order to exercise his legal rights under this clause, a Landlord will first need to obtain a court order.

7.1 If at any time the rent, or any part of the rent, shall remain unpaid for 14 days after becoming due, whether formally demanded or not, or if any major agreement or major obligation on the Tenant's part is not complied with, or if any of the circumstances mentioned in the following **Grounds** (detailed below) as set out in **Part II of Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)** shall arise, then the Landlord may re-enter the Property and the tenancy shall be terminated. Any such action will not restrict or limit any other legal rights, which the Landlord may have in pursuing the Tenant for breaches of the Tenant's obligations under this agreement.

Ground 8. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is (a) at least eight weeks' rent 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 quarter's 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), as set out in Part I of Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or,

Ground 10. (that both at the time of notice of the intention to commence proceedings and at the time of the court proceedings there is some rent outstanding),

Ground 11. (that there is a history of the Tenant being persistently behind with the rent),

Ground 12. (that the Tenant has broken one or more of his obligations under the tenancy agreement),

Ground 13. (that the condition of the Property or the common parts has deteriorated because of the behaviour of the Tenant, or any other person living there),

Ground 14. (that 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 resident or guest at 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 on or in the locality of, the Property),

Ground 15. (that the condition of the furniture has deteriorated because it has been ill-treated by the Tenant or someone living at the Property),

Ground 17. (that 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).

8. Data Protection & Confidentiality

8.1 Letting agents may share details about the performance of obligations under this agreement by the Landlord and Tenant; past, present and future known addresses of the parties, with each other, with credit and reference providers for referencing purposes and rental decisions; with Utility and Water Companies , Local Authority Council Tax and Housing Benefit departments, Mortgage lenders to help prevent dishonesty for administrative and accounting purposes, or for occasional debt chasing and fraud prevention. Under the Data Protection Act 1998 you are entitled, on payment of a fee which will be no greater than that set by statute, to see a copy of personal information held about you and to have it amended if it is shown to be incorrect.

Special Tenancy Conditions

9. NOTWITHSTANDING the provisions of the agreement relating to the term of the tenancy, it is agreed between the parties that should the Landlords wish to terminate the tenancy agreement, they may give the required two months notice in writing to the tenant in accordance with Section 21 of the Housing Act 1988. This notice can be served upon the tenant at any time but must not expire before six months from the commencement date of the tenancy.
Any termination in accordance with this clause shall not prejudice any claim of either party against the other in respect of any breach or non-observance of the provisions of this agreement.

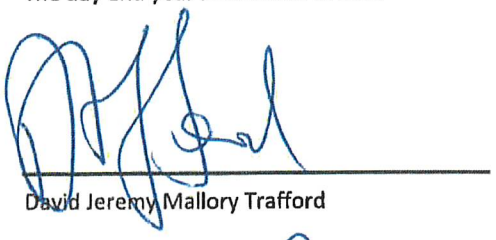
10. NOTWITSHANDING the provisions of the agreement relating to the term of the tenancy, it is agreed between the parties that if the Tenants wish to vacate the property, they may give to the Landlord or his Agent not less than one months notice in writing to terminate the tenancy at any time, PROVIDED that the tenancy is not terminated before six months from the commencement date of the tenancy.
Any termination in accordance with this clause shall not prejudice any claim of either party against the other in respect of any breach or non-observance of the provisions of this agreement.

For the avoidance of doubt any notice given to the Agent must be sent to Christian Reid Lettings, 145 High Street, Cranleigh, Surrey GU6 8BB.

11. NOTWITHSTANDING the provisions of clause 2.41, the Landlord agrees to permit the Tenants to keep one dog and two cats at the Property, PROVIDED they have been house trained and the Tenant makes good any damage caused by the said dog and cats to the Property, its Fixtures, Fittings and Contents and garden.

The Tenant further agrees:
a) to have all carpets in the Property professionally steam-cleaned at the termination of the tenancy:
b) that the Landlord or his Agent may withhold the sum of £100.00 (one hundred pounds) from the Deposit for a period of up to two months after the termination of the tenancy to cover the cost of any further fumigation, if required, in accordance with clause 2.42.

AS WITNESS THE HAND OF THE SAID
The day and year first above written



David Jeremy Mallory Trafford



Stephanie Trafford

In the presence of

NAME ARTHUR SCOTT

ADDRESS 4 SHIPTON STREET, LONDON E2 7RU

OCCUPATION DIRECTOR

AS WITNESS THE HAND OF THE SAID
The day and year first above written

Justin Gosney

In the presence of

NAME Ben Seacuick.

ADDRESS 112 FOXCROFT DRIVE WIMBORNE DORSET BH21 2LA.

OCCUPATION IT MANAGER.