

Assured Shorthold Tenancy Agreement

THIS TENANCY AGREEMENT (the "Agreement") dated 15th December 2021

BETWEEN:

BSW BUILDING SERVICES LIMITED

Address: ROCK LODGE VINEYARD, LEWES ROAD, SCAYNES HILL WEST SUSSEX
RH17 7NG Telephone: 01444 831138
(the "Landlords")

-AND-

MS. VICTORIA JANE BELLIERE

Address: presently 22 ORMEROD COURT, HAYWARDS HEATH WEST SUSSEX
RH16 3AU
(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing the following premises to the Tenant, the Parties agree as follows:

BACKGROUND:

- A. This is an agreement to create an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988 or any successor legislation as supplemented or amended from time to time and any other applicable and relevant laws and regulations.
- B. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.

Let Property

- 1. The Landlord agrees to let to the Tenant, and the Tenant agrees to take a tenancy of the cottage, known as and forming **"BARRIES", ROCK LODGE VINEYARD, LEWES ROAD, SCAYNES HILL WEST SUSSEX RH17 7NG** (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as the Tenant's only or principal private single-person residence.
- 2. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.

2. No guests of the Tenant may occupy the Property for longer than two weeks without the prior written consent of the Landlord.
3. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given pursuant to this clause.
4. Subject to the provisions of this Agreement, the Tenant is entitled to the use of parking on or about the Property, for one resident and one visitor.
5. The Property is provided to the Tenant unfurnished, save for curtains and carpets.
6. The Tenant will not smoke anywhere within the Property nor permit any guests or visitors to smoke within the Property.

Term

7. The term of the tenancy is a periodic tenancy commencing at **12:00 noon on Saturday 18th December 2021** and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
8. Any notice to terminate this tenancy must comply with the applicable legislation of England (the "Act"). Two months' notice to terminate the tenancy can be given by either the Landlord or the Tenant.

Rent

9. Subject to the provisions of this Agreement, the rent for the Property is £250.00 per calendar month (the "Rent").
10. The Tenant will pay the Rent in advance, on or before the 1st of each and every month of the Term to the Landlord by standing order or bank transfer.
11. The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act. We would seek to review the rent after three years from the date of this Agreement and at two yearly intervals thereafter.

Security Deposit

12. On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £250.00 (the "Security Deposit").
13. No interest will be received on the Security Deposit.
14. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Agreement but no deduction will be made for damage due to fair wear and tear nor for any deduction prohibited by the Act.

15. During the Term or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

- a. repair of walls due to plugs, nails, screws or any unreasonable number of holes in the walls including the redecorating of such damaged walls;
- b. redecorating required to repair the results of any other improper use or excessive damage by the Tenant;
- c. unblocking toilets, sinks, wastes and drains;
- d. replacing damaged or missing doors, door furniture, windows, screens, mirrors or lighting fixtures;
- e. repairing cuts, burns, or water damage to floor tiles, carpets, other floorcovering and curtains in all areas;
- f. any other repairs or cleaning due to any damage beyond fair wear and tear caused or permitted by the Tenant or by any person for whom the Tenant is responsible;
- g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to sills, floors or walls; and
- i. replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
- j. any other purpose allowed under this Agreement or the tenancy deposit scheme in the Housing Act 2004 as supplemented or amended from time to time.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

16. The Tenant may not use the Security Deposit as payment for the Rent without prejudice to the right of the Landlord to retain the Security Deposit, or any part of it, at the end of the Term in respect of any sum of rent which is in arrears at the end of the Term.

17. Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or post the Security Deposit less any proper deductions or with further demand for payment to the Tenant directly or at such other place as the Tenant may advise.

Quiet Enjoyment

18. The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the Term.

Access

19. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
20. At all reasonable times during the Term and any renewal of this Agreement, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act. An interim inspection will be carried out by the Landlord after three months occupation by the Tenant and thereafter periodic inspections may be carried out at the Landlord's discretion on a 6 monthly basis.

Tenant Improvements

21. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;
 - d. installing a waterbed(s);
 - e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
 - f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
 - g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

22. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

23. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

Absences

24. The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than 14 days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage to internal plumbing services.
25. If the Tenant no longer occupies the Property as its only principal home (whether or not the Tenant intends to return) the Landlord may, at its option, end the tenancy by serving a Notice to Quit that complies with the Act.
26. If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.
27. If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or water filled appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.

Assignment and Subletting

28. The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Agreement. The Landlord acknowledges that The Property will be occupied under this Agreement by the Tenant only. No other person will reside at the Property.

Damage to Property

29. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

Care and Use of Property

30. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking areas, and such vehicles may be towed away at the Tenant's expense. Parking facilities

are provided at the Tenant's own risk. The Tenant is required to park in only the spaces allotted.

31. The Tenant will not park (or allow to be parked) any caravan, boat or vehicle by the Property, if such parking, in the reasonable opinion of the Landlord, would cause nuisance or annoyance to neighbours or to anyone nearby.
32. The Tenant will keep the Property in good repair and condition and in good decorative order.
33. The Tenant or anyone associated with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.
34. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
35. At the expiration of the Term, the Tenant will quit and surrender the Property in as good a state and condition as it was at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

36. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

Termination of Tenancy

37. The Landlord may terminate the tenancy by service on the Tenant of a notice pursuant to any ground provided under the Act. The Landlord may serve such notice either:
 - a. to terminate the tenancy at its end date (e.g. a Section 21 notice to quit),
 - b. to terminate the tenancy where the Tenant has broken or not performed any of her obligations under this Agreement (e.g. a Section 8 notice of seeking possession), or
 - c. to terminate the tenancy for any other ground provided in the Act (e.g. landlord is seeking to live on the property again).
38. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

Address: The Managing Director, BSW Building Services Limited, Rock Lodge Vineyard, Lewes Road, Scaynes Hill West Sussex RH17 7NG

Landlord contact details: Phone: 01444 831138

Email address: arussell@bsw-bs.co.uk

General Provisions

39. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.
40. All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement and not paid will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
41. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.
42. This Agreement may be executed in counterparts. Digital signatures are binding and are considered to be original signatures.
43. Time is of the essence in this Agreement.
44. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.
45. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
46. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.

IN WITNESS WHEREOF PETRA SEDOVA (Accountant) the LANDLORD and VICTORIA JANE BELLIERE the TENANT have duly affixed their signatures.

PETRA SEDOVA:

Date: 15/12/2021

Witness: MICHELLE EVERITT

Signature: M. Everitt

Date: 15/12/2021

Tenant Full Name: VICTORIA JANE BELLIERE

Signature: Victoria Jane Belliere

Date: 15/12/2021

Witness: NICOLA TERASA MORGAN-ROWE

Signature: Nicola Terasa Morgan-Rowe

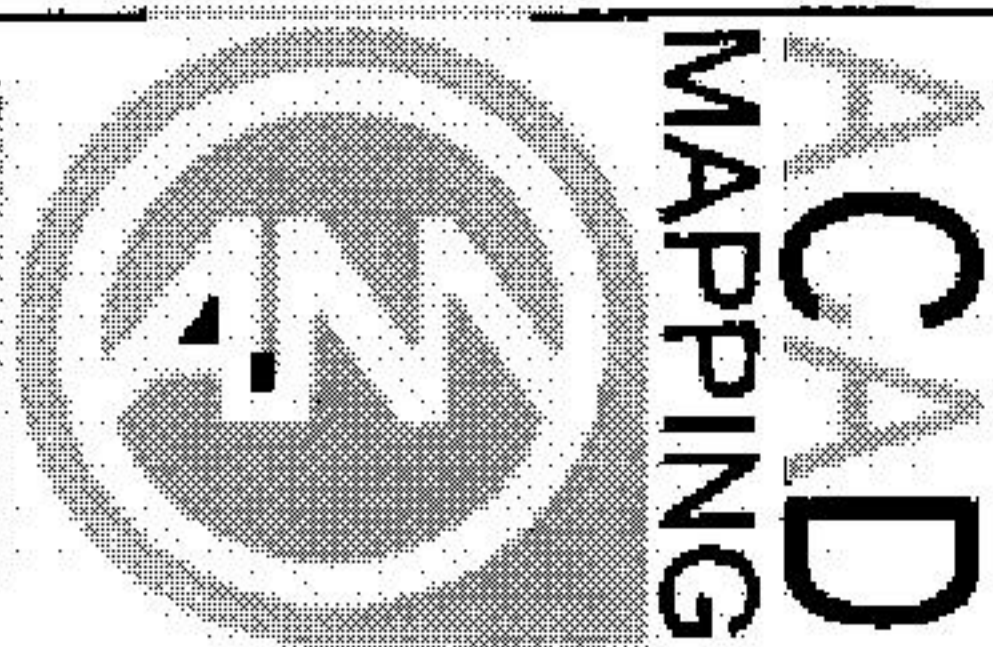
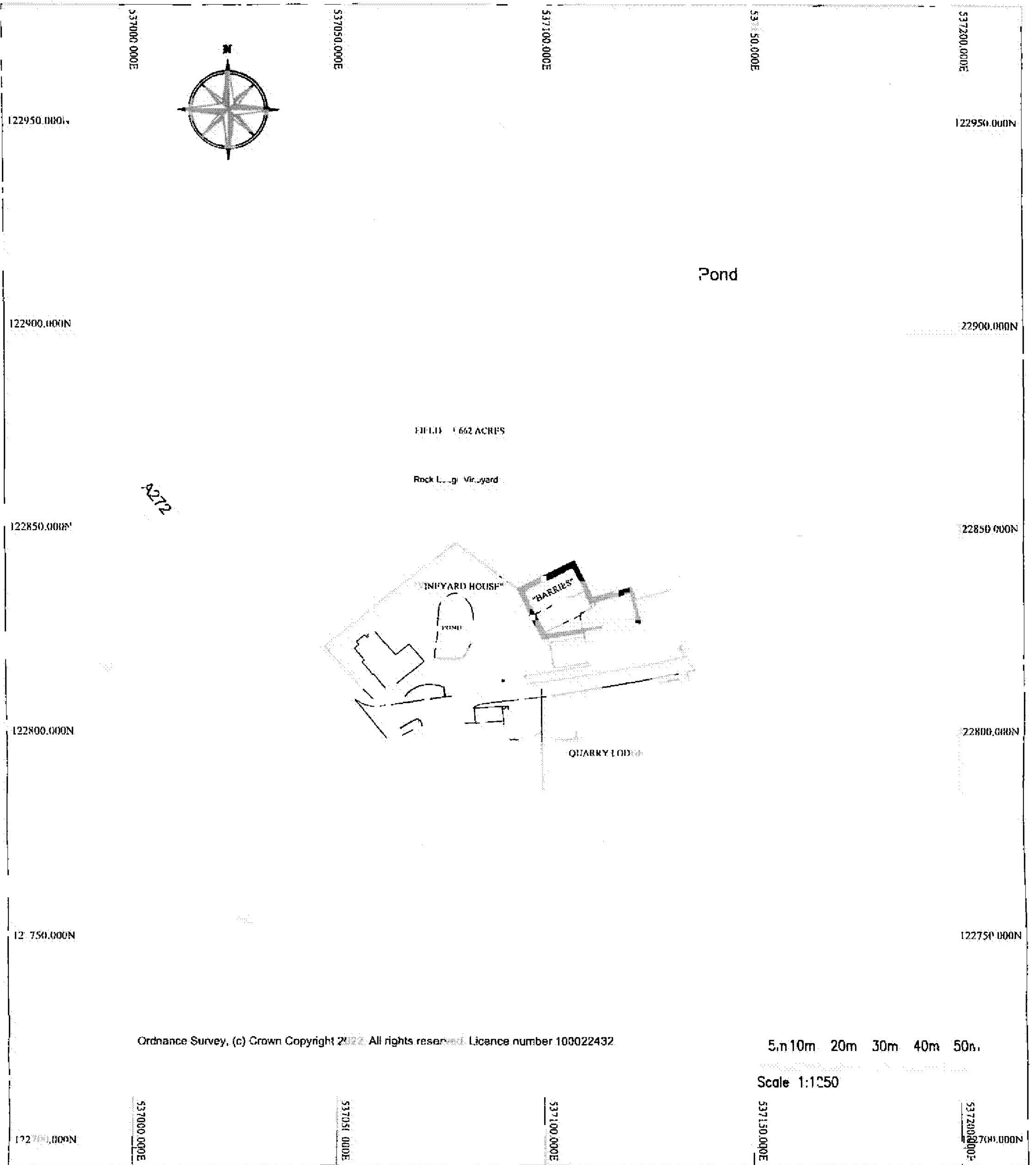
Date: 15/12/2021

Address: 15 Hammerwood Road

Askerwood

RH19 3TJ

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and the Landlord on the 15th December 2021



Acad Mapping Limited
 Frenches Farm
 Mark Cross
 East Sussex TN8 3NS

Rock Lodge Vineyard
 Scaynes Hill, West Sussex RH17 7NG

Survey Plan 1:1250