

# T. M. HALLIWELL

Thomas M. Halliwell

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Notary Public

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Our ref TH/JP/Stephens

Your ref

T. Stephens Esq.,  
Newton Court,  
Newton Lane  
Near Leominster  
Herefordshire.

5th February 1992

Dear Tom,

re: Letting of "Delmere" Swing Gate, Upper Hill.

I enclose Notice of Assured Shorthold Tenancy, together  
with the Tenancy Agreement.

Can you please get all four documents signed, where indicated,  
by your Father, and then one copy of the Notice of Assured  
Shorthold must be served on Mr and Mrs Catley. Please return  
remaining documents to these Offices. A pre-paid label is  
enclosed for your convenience.

Yours sincerely,



T.M. HALLIWELL  
Encls....



AGENTS FOR  
NATIONWIDE BUILDING SOCIETY

Regulated by the Law Society in the conduct of investment business.

And at 5 BROAD STREET, PRESTEIGNE. (0544) 260177 by appointment.

(D 24)

Agreement to let  
Furnished or Unfurnished  
House or Flat  
Assured Tenancy or Assured  
Shorthold Tenancy or  
Tenancy not subject to  
tenancy control

The Notes to this Agreement must be read carefully before the Agreement is completed.

# An Agreement

made the 18<sup>th</sup> day of August

One Thousand Nine Hundred and Ninety Three

BETWEEN John Charles Stephens

c /of Newton Court, Newton, Leominster, Herefordshire

(hereinafter called "the Landlord" which expression shall where the context admits include the person or persons for the time being entitled to the reversion immediately expectant on the determination of the tenancy hereby created) of the one part

and John Sedgwick and Jennifer Sedgwick

of Everstone Bungalow, Peterstow, Ross-on-Wye, Herefordshire

(hereinafter called "the Tenant" which expression shall where the context admits include his successors in title) of the other part

## Whereby it is agreed as follows:—

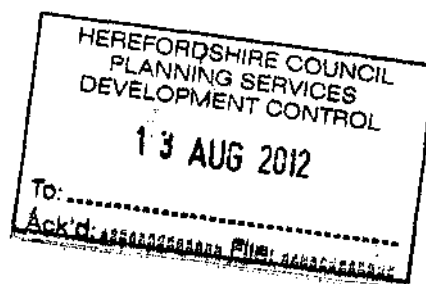
1. THE Landlord lets and the Tenant takes ALL THAT [messuage or dwelling-house with the appurtenances thereto belonging] ~~or flat~~ situate at and known as Delmere,  
Swing Gate, Upper Hill,  
Leominster, Herefordshire  
(hereinafter "the premises")

Together with ~~the use of the entrance hall and lift (if any) staircase vestibule and outer door of the building containing the premises in common with the other occupiers of the building and (see Note 3.)~~ the Fixtures and Fittings now in or on the premises [as more particularly described in the [first] Schedule] (hereinafter "the Fixtures and Fittings") [and the Furniture and Effects now in or on the premises [as more particularly described in the [second] Schedule] (hereinafter "the Furniture and Effects") ] (see Note 4.)

TO HOLD the same unto the Tenant for the term [certain] of 12 months commencing on the 1st day of September 19 93 [and terminating on the 31st day of August 19 94 ] ~~or and thereafter from month/year to month/year~~ ~~until the tenancy hereby created shall be determined by either party giving to the other at least notice in writing to quit expiring at the end of the first or any subsequent thereafter] (see Notes 5. and 13(i)).~~

AT the rent of £ 360.00 for every calendar month of the said term to be payable in advance without any deduction whatsoever on the days and by the instalments following that is to say in cash on 1st of each month to be paid at landlord's address the first of such payments to be made on the 1st day of September 19 93 next

SUBJECT TO any increase in the rent to which the Landlord may hereafter be entitled pursuant to Section 6 and/or Section 13 of the Housing Act 1988.



[2. THE TENANCY GRANTED UNDER THIS AGREEMENT IS AN ASSURED SHORTHOLD TENANCY under Section 20 of the Housing Act 1988, a notice for the purposes of Section 20(2) of that Act having been given by the Landlord to the Tenant on the 18<sup>th</sup> day of August 19 93.] (see Note 13.)

3. THE Tenant hereby agrees with the Landlord as follows:—

(i) To pay the said rent on the days and in the manner aforesaid;

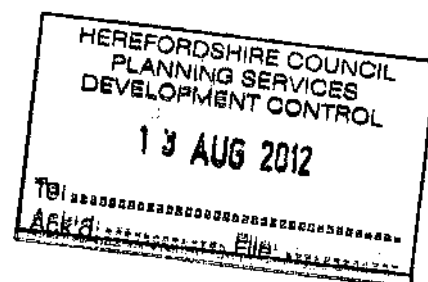
(ii) To pay all general and water rates community charges taxes assessments service charges and other outgoings in respect of the premises.] (but see Clause 5 (i) and Note 6.)

(iii) To pay all charges (including standing and consumption charges and any deposits or connection or termination charges) in respect of the supply of gas and electricity to the premises during the tenancy ~~and to pay the sum of £— per— towards the cost of the supply of water to the premises during the tenancy.~~

(iv) If a telephone is fitted, to maintain connection to the telephone service, and not to remove the telephone instrument from the premises or to procure transfer of the telephone number to another address, and to pay all charges (including rental and call charges and any deposit or connection charge) in respect of the use of the telephone during the tenancy.

(v) If any charges in respect of gas electricity telephone or other outgoings are attributable in part to periods before or after the tenancy, to pay a proper proportion of the amount of such charges according to the respective duration of such periods and the tenancy.

(vi) To keep during the tenancy hereby created the interior of the said premises and the Fixtures and Fittings (including, without prejudice to the generality thereof, the painting decorations and papering thereof; the fixtures fittings and appliances for making use of the supplies of water, gas and electricity; and fireplaces window fittings sashcords glass and door furniture) [and the Furniture and Effects] in good clean and tenurable repair and condition (excepting damage by accidental fire and any repairs for which the Landlord may be responsible under the provisions of the Landlord and Tenant Act 1985 as amended) and to replace immediately any broken glass and to make good repair or restore or (at the option of the Landlord) to pay the cost of replacement of all or any part of the Fixtures and Fittings [and the Furniture and Effects] which may be broken lost damaged or destroyed by the Tenant or his family servants or others and at the expiration or sooner determination of the said tenancy to deliver up to the Landlord the premises together with the Fixtures and Fittings [and the Furniture and Effects and any articles added to or substituted for the same] in such repair and condition as aforesaid. Tenant also agrees to pay for all external decoration.



(vii) To permit the Landlord or his Agents or contractors upon giving reasonable notice to enter upon the premises at all reasonable times for the purpose of repairing and painting the outside thereof or of carrying out and completing any structural or other necessary or proper repairs to the premises or of examining the state and condition of the premises and for the further purpose of examining the state and condition of the interior of the premises and the Fixtures and Fittings [and the Furniture and Effects].

(viii) Upon the Landlord or his Agents giving to the Tenant notice in writing of any failure to comply with Clause 3(vi) above, to repair amend restore paint clean and make good the interior of the premises and the Fixtures and Fittings [and the Furniture and Effects] as required in the notice within one month after service of the notice, and, if the Tenant fails to execute the work within that period, to permit the Landlord or his Agents or contractors to enter upon the premises and execute the work at the expense of the Tenant and to pay to the Landlord on demand the cost of the work.

(ix) Not to make any alteration or addition to the premises.

(x) Not to remove any of the Furniture and Effects or any part thereof or any articles added to or substituted for the same from the premises without the previous consent in writing of the Landlord and to leave the same at the expiration or sooner determination of the tenancy in the several rooms and places [as described in the second Schedule] [as found at the commencement of the tenancy].

(xi) To use the premises only as a private residence of the Tenant and his immediate family and not to carry on or permit to be carried on from the premises or any part thereof any profession trade or business whatsoever nor to let apartments in nor to receive lodgers or paying guests on the premises nor to place or exhibit any notice board or notice whatsoever on any portion of the premises.

(xii) Not to do or permit to be done in or on the premises or any part thereof any act or thing which may be or become a nuisance or cause damage inconvenience or annoyance to the Landlord or the tenants or the occupiers of any adjoining premises [~~or the tenants or occupiers of the remainder of the building~~] or which may render void or voidable any policy of insurance on the said premises or on the Fixtures and Fittings [and the Furniture and Effects] or which may cause the premium of any such policy to be increased.

(xiii) Not to use the premises or permit them to be used for any illegal or immoral purpose or in contravention of any statute regulation or bye-law.

(xiv) Not to assign charge underlet or part with the possession of the premises or any part thereof [or of the Furniture or Effects or any part thereof] [~~without the prior written consent of the Landlord.~~ (see Note 7.)]

(xv) Not to keep any animals birds or other pets on the premises or any part thereof.

[(xvi) Not to lop top cut down remove or otherwise injure any trees shrubs or plants growing upon the premises or to alter the general character of the garden and throughout the whole of the tenancy to cultivate the garden in a reasonable manner according to the season of the year.]



{(xvii) To pay for the washing of all linen and for the washing and cleaning of all counterpanes blankets and curtains which shall have been soiled during the tenancy and which at the determination of the tenancy may require to be washed or cleaned.}

(xviii) Within 7 days after receipt of any notice given or order made by any competent authority in respect of the premises to give full particulars thereof to the Landlord and to take all reasonable steps to comply with the same and to join with the Landlord in taking such other reasonable action in relation thereto as the Landlord may decide.

4. PROVIDED ALWAYS THAT (i) if the said rent or any instalment or part thereof shall be in arrear for 7 days after the same shall have become due (whether formally demanded or not) or if the Tenant shall commit any other breach of any of the several agreements and stipulations herein contained or (ii) (except, where the tenancy granted under this Agreement is to be an Assured Shorthold Tenancy, during the first 6 months from the beginning of the tenancy) if the Tenant shall make or offer to make a voluntary arrangement or deed of arrangement for the benefit of creditors or assign his estate or if a petition for a bankruptcy order is presented or a bankruptcy order is made against him or if the premises shall be left vacant or unoccupied, then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon and take possession of the premises [and the Furniture and Effects] and immediately thereupon the tenancy hereby created shall be determined but without prejudice to any right of action which the Landlord may have to recover all such rent in arrear and damages in respect of any breach of this Agreement.

5. THE Landlord hereby agrees with the Tenant as follows:—

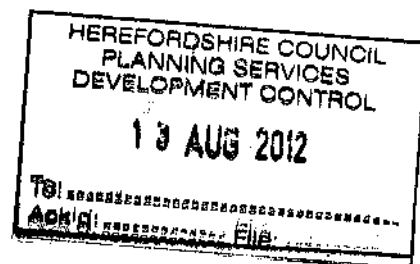
~~{(i) To pay and indemnify the Tenant against all general and water rates taxes assessments service charges and other outgoings in respect of the premises except community charges and charges for the supply of gas, electricity, [water,] and the use of the telephone (if any) which shall be paid by the Tenant as hereinbefore provided.} (but see Clause 3 (ii) and Note 6.)~~

(ii) That the Tenant paying the rent as aforesaid and performing and observing all the agreements on his part herein contained shall quietly possess and enjoy the premises during the tenancy without any interruption from the Landlord (here meaning only the party hereto personally and not any other reversioner) or any person claiming under or in trust for him.

~~{6. The Landlord (or, in the case of joint landlords, at least one of them) has occupied the premises as his only or principal home and/or may require the premises as his or his spouse's only or principal home. The Landlord hereby gives notice to the Tenant that possession of the premises may be recovered on Ground 1 in Part I of Schedule 2 to the Housing Act 1988.} (see Note 8.)~~

~~{7. The premises are subject to a mortgage granted before the beginning of the tenancy and the mortgagee is or may be entitled to exercise a power of sale and may require possession for the purpose of disposing of the premises in the exercise of that power. The Landlord hereby gives notice to the Tenant that possession of the premises may be recovered on Ground 2 in Part I of Schedule 2 to the Housing Act 1988.} (see Note 8.)~~

~~{8. The premises were within the period of 12 months ending with the beginning of the tenancy occupied under a right to occupy for a holiday. The Landlord hereby gives notice to the Tenant that possession of the premises may be recovered on Ground 3 in Part I of Schedule 2 to the Housing Act 1988.} (see Notes 8, & 9.)~~



~~{9. The purpose of the tenancy created hereby is to confer on the Tenant the right to occupy the premises for a holiday.} (see Note 11 (i)).~~

~~{10. The premises form part only of a building and, except in a case where the premises also form part of a flat, the building is not a purpose-built block of flats within the meaning of paragraph 10 of Schedule 1 to the Housing Act 1988 and the Landlord occupies as his residence at the date hereof another dwelling-house which also forms part of the building or in the case mentioned above also forms part of the flat.} (see Note 11 (ii)).~~

For clauses 11 - 16 see third schedule attached hereto

As Witness the hands of the said parties the day and year first above written

Signed by the above-named

[Redacted signature] .....  
[Redacted signature] .....

J. Sedgwick

J. Sedgwick

in the presence of  
Name: [Redacted] .....

Address: *56, Stanley St*  
*Hereford* .....

Occupation: *Valuer* .....



[THE FIRST SCHEDULE ABOVE REFERRED TO]

**The Fixtures and Fittings:**

*(annex Inventory if insufficient space below)*

[THE SECOND SCHEDULE ABOVE REFERRED TO]

**The Furniture and Effects:**

*(annex Inventory if insufficient space below)*

