

The Croft
New Lane
Nettleton Hill
Huddersfield
HD7 4NY

April 2026

Chronology of Development and Use – June 2006 to date
Continuous Lease Agreements from 1 June 2007 to 30 April 2026 – 18 years 9 months

6 June 2006 - Planning Approval received to form 1 Dwelling – document 00 relates

June 2006 to May 2007 – Construction works to completion

June 2007 – Lease agreement with Mr and Mrs Harry Knott signed from 1 June 2007 for initial 3-year term to 1 June 2010 - lease dated 19 May 2007 attached – documents 01 and 02 relate

April 2010 – Lease renewal discussions Mr and Mrs Harry Knott – document 03 relates. Agreement to continue month to month

Early 2012 – Mrs Knott passes away

August 2012 – Mr Knott passes away – letter to executors re ending of Rental Agreement sent 11 August 2012, with agreement ending 31 August 2012 – document 04 relates

September 2012 – Let-Two Agency commissioned to find new Tenant and property is ‘turned around’, with redecoration, new carpets and repair and maintenance – document 05 relates

September 2012 – New tenant, Mr Paul Owen secured by Let-Two. Letter dated 22 September 2012 confirming agreement and lease agreement dated 25 September 2012 signed, with lease commencement 1 October 2012 – documents 06 and 07 relate

March 2013 – lease term transitions to month to month

March 2016 – rent level advice received from Bramleys, Property Management Consultants – document 08 relates

June 2016 – notice given by Mr Paul Owen of leaving on 13 June 2016 – document 09 relates

June 2016 – Property turned around with new carpets, redecoration and minor repairs and maintenance

June/July 2016 – Lease agreement with Mr and Mrs Selwyn France signed from 13 June 2016 for a 10-year period to 13 June 2026

April 2023 – Mr Selwyn France passes away. Mrs Margaret France continues renting The Croft with 24/7 care support due to dementia

April 2026 – Mrs Margaret France moves to Care Home due to health deterioration

April 2026 – Bramleys, Property Management Consultants, engaged to find new tenant – document 11 relates

May/June 2026 – Refurbishment works underway in advance of new tenancy – significant repairs and maintenance required

Document 00
Planning Approval



Town and Country Planning Act 1990

Town and Country Planning (General Development Procedure) Order 1995

PLANNING PERMISSION FOR DEVELOPMENT

Application Number: 2006/91374

To: Mr & Mrs France,
New Lane Farm,
Nettleton Hill,
Golcar,
Huddersfield,
HD7 4NY

For: Mr & Mrs France

In pursuance of its powers under the above-mentioned Act and Order the KIRKLEES METROPOLITAN COUNCIL (hereinafter called "The Council") as Local Planning Authority hereby permits:-

Reuse, extension and adaptation of existing outbuilding to form one dwelling with associated parking

At: New Lane Farm,
Nettleton Hill,
Golcar,
Huddersfield,
HD7 4NY

In accordance with the plan(s) and applications submitted to the Council on

13 Apr 2006, subject to the condition(s) specified hereunder:-

- (1) the development shall be begun not later than the expiration of three years beginning with the date on which permission is granted.
- (2) the development hereby permitted shall be carried out in complete accordance with the approved plans and specifications except as may be required by other conditions.
- (3) the dwelling hereby permitted shall not be occupied at any time other than for purposes ancillary to the residential use of the dwelling know as new lane farm, nettleton hill road, golcar, hd7 4ny.
- (4) the roofing materials shall be blue slates, unless otherwise agreed in writing by the local planning authority.
- (5) all new window and door surrounds shall be of natural stone.

(6) all window frames and doors shall be constructed from timber, unless otherwise agreed in writing by the local planning authority.

(7) notwithstanding the provisions of the town and country planning (general permitted development) order 1995 no new door or window openings shall be formed in the external walls of the building without the prior written approval of the local planning authority.

(8) notwithstanding the provisions of the town and country planning (general permitted development) order 1995 no buildings, structures or erection of any kind (including walls, fences, hedges, trees, shrubs or drainage works) shall be constructed or planted within the red line boundary on the approved plan without prior written approval of the local planning authority.

(9) the parking space intended to serve the dwelling(s) shall be provided and the parking spaces shall be drained, sealed and surfaced in accordance with details to be approved by the local planning authority before the dwelling(s) is/are occupied and shall not thereafter be used for any purpose other than parking and turning of vehicles.

(10) development shall not commence until actual or potential land contamination at the site has been investigated and a preliminary risk assessment (phase i desk study report) has been submitted to and approved in writing by the local planning authority.

(11) where further intrusive investigation is recommended in the preliminary risk assessment approved pursuant to condition 10, development shall not commence until a phase ii intrusive site investigation report has been submitted to and approved in writing by the local planning authority.

(12) where site remediation is recommended in the phase ii intrusive site investigation report approved pursuant to condition 11, development shall not commence until a remediation strategy has been submitted to and approved in writing by the local planning authority. the remediation strategy shall include a timetable for implementation and completion of the approved remediation measures.

(13) remediation of the site shall be carried out and completed in accordance with the remediation strategy approved pursuant to condition 12. in the event that remediation is unable to proceed in accordance with the approved remediation strategy or contamination not previously considered in either the preliminary risk assessment or the phase ii intrusive site investigation report is identified or encountered on site, all works on site (save the site investigation works) shall cease immediately and the local planning authority shall be notified in writing within 2 working days. unless otherwise agreed in writing with the local planning authority, works shall not recommence until proposed revisions to the remediation strategy have been submitted to and approved in writing by the local planning authority. remediation of the site shall thereafter be carried out in accordance with the approved revised remediation strategy.

(14) following completion of any measures identified in the approved remediation strategy it any approved revised remediation strategy a validation report shall be submitted to the local planning authority. unless otherwise agreed in writing with the local planning authority, no part of the site shall be brought into use until such time as the remediation measures for the whole site have been completed in accordance with the approved remediation strategy or the approved revised remediation strategy and a validation report in respect of those remediation measures has been approved in writing by the local planning authority.

note it should be brought to the applicant's attention that there may be bats present on site. bats are listed under schedule 5 of the wildlife and countryside act (1981, as amended), and are protected by law.

note all contamination reports shall be prepared in accordance with cl11, pps23 and the council's advice for development documents or any subsequent revisions of those documents.

the reasons for the council's decision to grant permission for the development subject to compliance with the conditions specified are:-

(1) pursuant to section 91 of the town and country planning act 1990, as amended by the planning and compulsory purchase order 2004.

(2) so as to ensure the satisfactory appearance of the development on completion and to accord with policy be2 of the unitary development plan.

(3) the site lies within the green belt in which development is not normally permitted for purposes other than those appropriate to the green belt and in the interests of free and safe use of the highway and to accord with policies d8, t10 and t19 of the unitary development plan.

(4/6) in the interests of visual amenity and to accord with policy be2 of the unitary development plan.

(7/8) the site lies within the green belt in which development is not normally permitted for purposes other than those appropriate to the green belt and to accord with policy d8 and d12a of the unitary development plan.

(9) in the interests of free and safe use of the highways and to accord with policy t10 of the unitary development plan.

(10/14) to safeguard occupiers of the proposed development from the potential risk of contamination and to accord with policy g6 and ep1 of the unitary development plan.

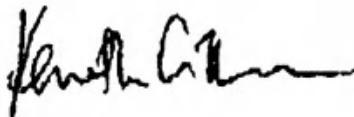
the decision to grant planning permission has been taken having regard to the policies and proposals in the kirklees unitary development plan set out below, and to all other relevant material considerations:

d8 - green belt
d11 - extensions in the green belt
d12 - re-use of buildings in the green belt
d12a - removal of permitted development rights in green belt
ne8 - protection of high landscape value
be2 - quality of design
h8 - change of use to residential
t10 - highway safety
t19 - parking standards
g6 - land contamination
ep1 - consequences of development activity
ppg3 - housing (2000)
ppg2 - green belts (1995)

Building Regulations Approval is required for most work involving building operations and/or structural alterations. It is the applicant's responsibility to find out if the work permitted by this planning permission needs approval under the Building Regulations, and if necessary to submit an application. If you are not the applicant can you please ensure the applicant is aware of this requirement. Contact Building Control on Telephone: (01484) 221550 for more information.

Dated: 6 Jun 2006

Signed:



**Ken Gillespie
Director of Regeneration**

Address to which all communications should be sent:

Planning Services, PO Box B93, Civic Centre, Off Market Street, Huddersfield, HD1 2JR

Document 01
Knott-Letter-May-2007

Andrew and Kate France
New Lane Farm
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

t 01484 460540
m 07973 906297

e andrew@newlanefarm.co.uk

8 May 2007

Mr and Mrs Harry Knott
Flat 13
Gladestones Corner
Wellington Mills
62 Plover Road
Lindley
Huddersfield
HD3 3BZ

Dear Mr and Mrs Knott

**The Croft – New Lane Farm, Nettleton Hill
Rental Agreement – 5 May 2007**

It was very nice to meet with you both on 5 May.

We are very pleased we were able to agree a proposal for your rental of The Croft.

I summarise below the basis of our agreement, subject to drawing up and signing of a rental agreement of which I will now progress (this will be drawn up between ourselves and will not involve solicitors).

1. The agreement will be for an initial 3 year rental term, commencing from 1 June 2007 until 1 June 2010. I would propose that we use an Assured Short hold Tenancy Agreement which would allow a 3 year term as a fixed period and after this period either let the agreement run on a month to month basis or re-draw the agreement on terms to be agreed at that point.
2. I have looked into the situation of a bond and do not consider this is required. These now need to be formally registered and held within an approved government scheme. I would suggest we simply enter a statement into the agreement that you would pay for any damage at the end of the term (I am sure this will not be an issue).
3. Rent will be £650.00 per calendar month, with the first payment to be made on 1 June 2007 and thereafter on the 1st of each month. Payment will be made by direct debit/standing order into an account of which details are to be provided at signing of the agreement.
4. A rental review will be made every 12 months, i.e. first review 1 June 2008 and I suggest this be linked to the RPI and this will be written into the agreement.
5. You will be responsible for the following bills:
 - a. Electricity – meter located in gable wall mounted box
 - b. Water – on meter, located in Nettleton Hill Road
 - c. Gas – meter located in gable wall mounted box
 - d. Council Tax
 - e. Contents Insurance
 - f. BT (both line charge and call charges and any other charges) – the line will eventually be upgraded to allow broadband (BT are currently working on this)

- g. Any other statutory bills or rates
 - h. We will write to these service providers/organisations and advise them of these changes from 1 June 2007.
6. The property is provided with the following:
- a. Fitted kitchen including:
 - i. Free standing fridge
 - ii. Free standing freezer
 - iii. Free standing dishwasher
 - iv. Built in Oven
 - v. Built in electric hob
 - vi. Built in recirculation hob extract/fan
 - vii. Fixed sink and drainer unit
 - b. Lounge area – including position for wall mounted electric fire and wall mounted LCD/Plasma TV
 - c. Sun room area
 - d. Bedroom – including position for wall mounted LCD/Plasma TV
 - e. En-suite bathroom which includes walk in wet room shower, WC, wash hand basin and towel rail (mains operated with electric backup). A mirror will be provided over the wash hand basin and a toilet roll holder will be provided
 - f. Utility room – including guest WC, sink unit, and positions for washing machine and tumble drier
 - g. Plant room – within this area is situated the main electrical distribution board, gas boiler, hot water storage tank and under floor heating distribution manifold
 - h. Under floor heating throughout with small skirting heating panel within sun room
 - i. Carpet to lounge, sun room and bedroom – all other floor finishes are fixed tiles (kitchen, en-suite and utility room)
 - j. Small cloaks cupboard adjacent to main front door – within this area is a manifold for the under floor heating system
 - k. 5no roof light – bedroom roof light is electrically operated with electric blind – none of the other roof lights are provided with blinds
 - l. Car parking space, either off the drive from New Lane, or via the farm track from Nettleton Hill Road. I will be upgrading the parking area off the main house drive in the next few weeks and are more than happy that you use this for yourself and any guests/visitors.
7. The property address is:
- a. The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY.
8. We will provide a separate posting box on the main drive adjacent to our own and will provide address and name clarity on these boxes.
9. You are free to use any area of the gardens in front of The Croft and obviously the patio areas directly around The Croft. Access is across the pathway from the main drive. Please feel free to wander round the fields if you wish.
10. All grounds maintenance, i.e. mowing etc will be undertaken by us.
11. Rubbish is collected weekly (Thursday mornings quite early) from the bins area at the top of the drive. We will provide an additional bin or two for your use.
12. If you wish to install Sky etc that would be fine, I would only ask that we are involved in the sighting of the dish and any cable routes and entry points please.
13. We are more than happy for pictures, curtains etc to be fixed/hung, but would prefer to undertake this for you at no cost, simply as I know all cable routes below plaster etc and am keen to ensure that all fixings cause minimal damage.
14. The telephone number for The Croft is – 01484 642680, and the incoming point is sited in the plant room, with a further point located in the kitchen area.

I do trust that the above is in order for you and please feel free to call round for any measuring up or re-viewing etc.

Kind regards

Yours faithfully

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, likely representing the names Andrew and Kate France.

Andrew and Kate France
New Lane Farm

Document 02
Knott-Lease-June-2007

ASSURED SHORTHOLD TENANCY AGREEMENT

ENGLAND & WALES

Notes for Guidance

Insert date of Agreement.

Insert the address of the property to be let.

* Delete as applicable. The room must be identified in the Agreement.

* Delete as applicable. List all shared rooms in the Property.

The Landlord should give here an address in England and Wales.

Insert full name(s), and address(es) (if relevant) of every Tenant.

* Delete as applicable. Insert name and address of Guarantor.

Insert period of Term in weeks/months and date tenancy begins.

* Delete as applicable depending on whether rent is to be paid monthly or weekly.

* Delete as applicable. NB If rent is paid weekly, a rent book must be provided to the tenant.

† If paid weekly, give the day in the week, e.g. Monday.

Further information about the Government authorised Tenancy Deposit Schemes can be obtained from their websites: The Deposit Protection Service at www.depositprotection.com, Tenancy Deposit Solutions Ltd at www.mydeposits.co.uk and The Dispute Service Ltd at www.tds.gb.com.

Delete this section if there is no Inventory.

* Delete as applicable, depending on whether whole property or room is being let.

DATED

The PROPERTY
(hereinafter called
'the Property')

***The DESIGNATED
ROOM**

***The SHARED PARTS**

The LANDLORD
(hereinafter called
'the Landlord')

The TENANT
(hereinafter called
'the Tenant')

***The GUARANTOR**
(hereinafter called
'the Guarantor')

The TERM

The RENT

The PAYMENT DATE

The DEPOSIT

The INVENTORY

19 May 2007
The Croft, New Lane Farm,
Nettleton Hill, Golcar, Huddersfield,
HD7 4NY - Inc 1 No Parking Space off main
Farm Drive.

N/A

N/A

Mr Andrew and Mrs Kate France
of New Lane Farm, Nettleton Hill, Golcar,
Huddersfield, HD7 4NY

This is the Landlord's address for service of notices until the Tenant is notified of a different address in England and Wales.

Mr Harry and Mrs Joyce Knott
of The Croft, New Lane Farm, Nettleton Hill,
Golcar, Huddersfield, HD7 4NY.

Where the Tenant consists of more than one person, they will all have joint and several liability under this Agreement (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part).

N/A
of N/A

3 years beginning on 1 June 2007 ('the fixed period')

The tenancy will then continue, still subject to the terms and conditions set out in this Agreement, from [month to month][week to week]* from the end of this fixed period unless or until the Tenant gives notice that he wishes to end the Agreement as set out in clause 4 overleaf, or the Landlord serves on the Tenant a notice under Section 21 of the Housing Act 1988, or a new form of Agreement is entered into, or this Agreement is ended by consent or a court order.

£ 650.00 per calendar [month][week]*

by way of standing order into the Landlord's bank, details of which have been provided to the Tenant*.

The first payment to be made on the signing of this Agreement. All subsequent payments to be made [monthly][weekly]* in advance on the
[1st] day of the month [] of each week]*†.

£ N/A which will be registered with one of the Government authorised tenancy deposit schemes ('the Tenancy Deposit Scheme') in accordance with the Tenancy Deposit Scheme Rules.

Being the list of the Landlord's possessions at the Property and details of condition which has been signed by the Landlord and the Tenant, a copy of which is annexed hereto.

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the [Property][Designated Room, with the right to share the use of the Shared Parts with such other persons as the Landlord grants or has granted the right to use those Shared Parts]* is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly. The Tenant understands that the Landlord will be entitled to recover possession of the Property at the end of the Term.

Delete paragraph if whole property is being let.

~~[Under this Agreement, the Tenant will have exclusive occupation of his Designated Room and will share with other occupiers of the Property the use of the Shared Parts of the Property.]~~

1. The Tenant's obligations:

- 1.1 To pay the Rent at the times and in the manner aforesaid.
- 1.2 [To pay all charges in respect of any electric, gas, water, telephonic and televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.] ~~[To make a proportionate contribution to the costs of all charges in respect of any electric, gas, water and telephone or televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.]~~*
- 1.3 To keep the items on the Inventory and the interior of the [Property]~~[[Designated Room and Shared Parts]]~~* in a good and clean state and condition and not damage or injure the Property or the items on the Inventory (fair wear and tear excepted).
- 1.4 To yield up the [Property]~~[[Designated Room and Shared Parts]]~~* and the items on the Inventory (if any) at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2).
- 1.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property.
- 1.6 Not do anything on or at the Property which:
 - 1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - 1.6.2 is illegal or immoral
 - 1.6.3 may in any way affect the validity of the insurance of the Property and the items listed on the Inventory or cause an increase in the premium payable by the Landlord.
- 1.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property.
- 1.8 Not use or occupy the Property in any way whatsoever other than as a private residence.
- 1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 4.1 below).
- 1.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency).
- 1.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the Tenant of his obligations under this Agreement.
- 1.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on

*Delete sentence which does not apply.

*Delete wording in square brackets that does not apply.

any rent or other money lawfully due from the Tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment.

- 1.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving.

2. The Landlord's obligations:

- 2.1 The Landlord agrees that the Tenant may live in the [Property]~~[[Designated Room and Shared Parts]]~~* without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord.
 - 2.2 To insure the Property and the items listed on the Inventory and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant if requested.
 - 2.3 To keep in repair:
 - 2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
 - 2.3.2 the installations at the Property for the supply of water, sewage, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and
 - 2.3.3 the installations at the Property for space heating and heating water.
 - 2.4 But the Landlord will not be required to:
 - 2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
 - 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
 - 2.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord.
 - 2.5 If the property is a flat or maisonette within a larger building then the Landlord will be under similar obligations for the rest of the building but only in so far as any disrepair will affect the Tenant's enjoyment of the Property and in so far as the Landlord is legally entitled to enter the relevant part of the larger building and carry out the required works or repairs.
 - 2.6 To arrange for the Tenant's Deposit to be protected by an authorised Tenancy Deposit Scheme in accordance with the provisions of the Housing Act 2004 within 14 days of receipt, and to comply with the rules of the Tenancy Deposit Scheme at all times.
3. Guarantor
- If there is a Guarantor, he guarantees that the Tenant will keep to his obligations in this Agreement. The Guarantor agrees to pay on demand to the Landlord any money lawfully due to the Landlord by the Tenant.
4. Ending this Agreement
- 4.1 The Tenant cannot normally end this Agreement before the end of the Term. However, after the first

three months of the Term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end.

**Delete according to rental period.*

4.2 If the Tenant stays on after the end of the fixed Term, his tenancy will continue but will run from [month to month]~~[week to week]~~* (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period.

4.3 If at any time

4.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or

4.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

4.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply

the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

~~5. The Deposit~~

~~5.1 The Deposit will be held in accordance with the Tenancy Deposit Scheme Rules as issued by the relevant Tenancy Deposit Scheme.~~

~~5.2. No interest will be payable to the Tenant by the Landlord in respect of the Deposit.~~

~~5.3. Subject to any relevant provisions of the Tenancy Deposit Scheme Rules, the Landlord shall be entitled to claim from the Deposit the reasonable cost of any repairs or damage to the Property or its contents caused by the Tenant (including any damage caused by the Tenant's family and visitors) and for any other financial losses suffered by the Landlord as a result of the Tenant's breach of these terms and conditions, provided the sum claimed by the Landlord is reasonably incurred and is reasonable in amount. The Landlord is not entitled to claim in respect of any damage to the Property or its contents which is due to 'fair wear and tear' i.e. which is as a result of the Tenant and his family (if any) living in the property and using it in a reasonable and lawful manner.~~

6. Other provisions

6.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address

stated with the name of the Landlord overleaf.

6.2 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the Property without the consent of the Tenant (save in an emergency).

6.3 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.

6.4 Any person other than the Tenant who pays all or part of the rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

6.5 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 1.13 of this Agreement) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale to be returned to the Tenant at the forwarding address provided to the Landlord.

6.6 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant).

6.7 Where the context so admits:

6.7.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent.

6.7.2 The 'Tenant' includes any persons deriving title under the Tenant.

6.7.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property.

6.7.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

6.7.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.

Additional provisions (if any)

- ① RENT REVIEW TO BE MADE EVERY 12 MONTHS, I.E. FIRST REVIEW 1 JUNE 2008 LINKED TO RPI.
- ② SUBJECT TO CLAUSE 1.5, NO CONTAINERS, BINS, TV'S, PICTURES ETC TO BE THING WITHOUT AGREEMENT OF LANDLORD, WHICH WILL NOT UNREASONABLY BE WITHHELD. (WE WILL PUT THESE UP FOR YOU)
- ③ CAR PARKING POSITION (1 NO PERMANENT) WILL BE EITHER OFF MAIN FARM DRIVE OR ACROSS FIELD TRACK.
- ④ GROUNDS MAINTENANCE BY LANDLORD
- ⑤ RUBBISH COLLECTION IS OFF MAIN DRIVE TO FARM, 2 NO BINS WILL BE PROVIDED.
- ⑥ POST BOX IS OFF MAIN FARM DRIVE

Signed and executed as a Deed by the following parties:

Landlord

ANDREW FRANCE
KATE FRANCE

Landlord(s)' name(s)

Landlord(s)' signature(s)

Tenant

HARRY KNOTT
JOYCE KNOTT

Tenant(s)' name(s)

Tenant(s)' signature(s)

~~**Guarantor***~~

Guarantor's name

Guarantor's signature

In the presence of:

Witness signature

Full name SELWYN FRANCE

Address NEW LANE FARM
GOLCAR HUDDERSFIELD

Witness signature

Full name SELWYN FRANCE
NEW LANE FARM

Address GOLCAR
HUDDERSFIELD

Witness signature

Full name

Address

*Delete as applicable.

Document 03
Knott-Letter-Lease-renewal-April-2010

Andrew and Kate France
New Lane Farm
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

t 01484 460540
m 07973 906297

8 April 2010

Mr and Mrs Harry Knott
The Croft
New Lane
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

Dear Harry and Joyce

The Croft

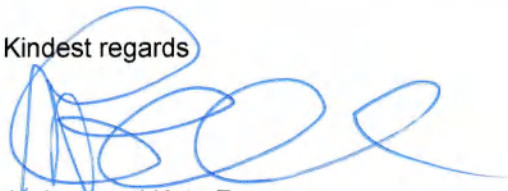
As you will be aware the 3 year tenancy agreement comes to an end on 1 June 2010.

We clearly need to discuss if you wish to enter into a new tenancy agreement and stay on at The Croft.

Kate and I will be on holiday until 17 April and we can discuss this at your convenience when we return.

We do trust that this is in order and look forward to speaking with you soon.

Kindest regards



Andrew and Kate France
New Lane Farm

Document 04
Knott-Letter-Lease-Death-August-2012

Andrew and Kate France
New Lane Farm
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

t 01484 460540
m 07973 906297
e andrew.france@aedas.com

11 August 2012

The Executors of Mr Harry Knott
c/o The Croft
New Lane
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

Dear Sirs

**The Croft
Rental Agreement with Mr Harry Knott**

We were all extremely saddened to hear that Harry had recently passed away.

This is obviously a very difficult time for all the family. Please accept our sincere condolences.

I do believe Harry and Joyce enjoyed there time at Nettleton Hill and we very much enjoyed having them live on The Farm. We will miss them very much.

In term of you advising me of Harry's death, as discussed 1 month notice is required to be given to end the rental agreement and therefore I propose that the agreement should cease on 31 August 2012.

Rent was payable in advance and therefore no further rent is due under the agreement following the 1 August payment.

We agreed originally not to put in place any bond arrangement and to simply deal with any damage which may have arisen at the end of any term. I do not anticipate much if anything, but will make an inspection accordingly and advise you.

I believe you have already advised the Electricity Supplier, Water Supplier, Gas Supplier, Telecoms Supplier and Council Tax of the situation. I assume you will also advise accordingly re TV licence and any other property specific agreement in place.

I believe Harry may have changed a number of these suppliers from those I originally established for The Croft and I would be grateful if you could advise me who each of the suppliers are and also issue me copies of the correspondence you have issued to them for my records.

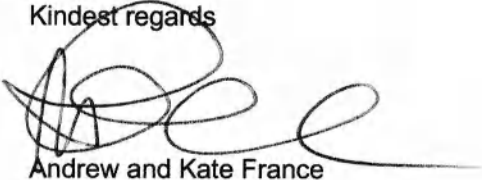
I would be grateful also if you could ensure any payments due up to the 31 August 2012 are made to each of them accordingly.

We will naturally collect and bring you any post which arrives over the coming weeks.

We do trust that the above is in order and I look forward to receiving the requested information from you.

In the mean time, very best wishes and once again our condolences to everyone.

Kindest regards

A handwritten signature in black ink, appearing to be 'A. and K. France', written in a cursive, flowing style.

Andrew and Kate France
New Lane Farm

Document 05
Let-Two-Tenant-Find-September-2012

TERMS OF BUSINESS relating to The Croft, New Lane, Nettleton Hill, HUDDERSFIELD HD7 4NY

Between **Mr Andrew France** and LET TWO LTD in respect of the above letting(s)

Please select the service(s) you require then sign where indicated.

What we are responsible for:-

FULLY MANAGED	RENT COLLECT ONLY	TENANT FINDER or TENANT FINDER PLUS
Marketing; The property will be marketed and promoted through our website and other property portals/websites we subscribe to. Where appropriate we will erect one of our prominent 'to let' boards and contact all applicants registered on our mailing list. Should additional advertising be required we will discuss benefits/costings with you. We will undertake viewings and keep you updated as to tenant feedback.	As fully managed service	As fully managed service
References; We conduct credit checks on all applicants together with Landlord and employer references. In some instances an applicant may need a guarantor. For Companies wishing to take a tenancy on behalf of their employee we conduct references on the Company.	As fully managed service	As fully managed service
Furnishings/Fire and Safety; We will help you identify which items of furnishings must be removed from your property in order to comply with Fire & Safety Regs.	As fully managed service	Your responsibility
Inventory; We will arrange for an inventory or Schedule of Condition to be drawn up. The inventory will not include none-living areas i.e. basements, attics and outhouses	As fully managed service	Tenant finder plus
Tenancy Agreement; Will be drawn up between you and the tenant. As your agent we will sign this on your behalf unless otherwise advised in writing.	As fully managed service	Tenant finder plus

AF to sign.

FULLY MANAGED	RENT COLLECT ONLY	TENANT FINDER or TENANT FINDER PLUS
Utility Companies; We will notify the relevant companies with regards to the new tenancy.	Your responsibility	Tenant finder plus
Bond; We collect a bond from the tenant(s) all bonds are registered with the Deposit Protection Service.	As fully managed service	As fully managed service
Bond Disputes; we will act as stakeholder with regards to any bond disputes, unless a dispute is logged with the DPS	Your responsibility	Your responsibility
Periodic inspections of properties let; we will arrange to inspect your property initially within the first three months then six monthly thereafter	Your responsibility	Your responsibility
Repairs; We will undertake repairs to a maximum of £250.00 thereafter we will seek your authorisation (in an emergency we will deal with matter accordingly)	Your responsibility	Your responsibility
Payment of rent; We will arrange for your tenant to pay by standing order direct into our client account. We will account to you less any fees/commission and any other outgoings normally within 7 days of monies clearing in our account.	As fully managed service	Your responsibility
Non-payment of rent; We will pursue unpaid rent by writing and telephoning your tenant.	As fully managed service	Your responsibility
Payment of bills; we will arrange to pay specific bills that you are responsible for by deduction from rental income.	Your responsibility	Your responsibility
Tenancy Renewals; We will make arrangements for tenancies to be renewed (if agreed) together with rent reviews where applicable	As fully managed service	Your responsibility
Check Out; We will carry out a final inspection at the end of the tenancy and report on any works required and identify any deductions that may be made from the bond.	Your responsibility	Your responsibility

What you are responsible for:-

Mortgages Lender – Obtaining permission to let your property and ensure that we are informed of any special conditions that your lender may impose. We may require written confirmation of this.

Insurance – Insuring your property together with fixtures and fittings with a reputable insurer.

Breach of Tenancy – It will be your responsibility to instruct a Solicitor to obtain possession of your property in the event a tenant does not vacate.

Gas Safety – it is your legal responsibility to ensure that gas appliances and flues are installed correctly and checked on an annual basis. All work must be undertaken by a 'gas safe' engineer.

Electrical – Ensuring that all electrical appliances, plugs and sockets are safe and properly tested and repaired or replaced as necessary to comply with The Electrical Equipment (Safety) Regulations 1974 (Consumer Protection act 1987) and The Plugs and Sockets etc., regulations 1994. Using only qualified electricians who comply with certification requirements to carry out electrical work at the property.

Energy Performance Certification

Complying with European Economic Union (EEU) legislation on Energy Performance Certificate.

Appliances

To provide instruction manuals for all appliances at the property and any details of manufacturer's guarantees extended warranties or service contracts.

Keys

To provide at least two sets of keys to the property and an alarm code.

Smoke Alarms

Complying with Smoke Detectors Act 1991 in England and Wales and the 1993 Regulations in Scotland. We recommend installing smoke alarms in all properties.

Property Renovations/upgrades

To arrange for renovation works during void periods. Should you wish Let two to oversee any works this will be subject to a fee which will be agreed at the time. (Normally a % of the overall costs)

Right to cancel

You have the right to cancel this agreement by notifying us within 7 days, unless signed on our premises.

Refund of administration fee to a tenant

If you decide to withdraw the property once references have been requested, you agree to refund the tenant all administration costs.

Void Periods

The security and management of your property during periods when it is vacant.

Indemnity

You agree to indemnify us against all claims arising out of carrying out our duties under these terms of business and any penalties or fines that are imposed upon us as a result of your failure to comply with legislation or official notices.

Termination of our Agency

Two months' notice is required, however, if a tenancy is active you will be liable to pay a 'tenant finder fee' if notice is given within the fixed term contract.

We may also terminate our Agency by giving you two months' notice.

If a tenancy has been agreed 'subject to contract' you will be liable for all our reasonable expenses and no less than 2 weeks rent.

Interest on Client Monies

Let two retain all interest on Client Monies.

The Taxes Act 1988 and The Taxation Of Income From Land (Non Residents) Regulation 1995

You, as the Landlord, are responsible for notifying HM Revenue and Customs of the tenancy. Where the Landlord of a property resides abroad, HMRC will hold us, as you're Agents, responsible for the payment of any tax liability which arises on rents collected by us on your behalf, unless an Exemption Certificate is provided by HMRC pursuant to the Finance Act 1995. For further information please see www.direct.gov.uk/en/MoneyTaxAndBenefits/Taxes

Complaints Procedure

If you have a complaint about the service you have received from Let Two Ltd you should put your concerns in writing to; **Let Two Ltd, The Media Centre, 7 Northumberland Street, Huddersfield, HD1 1RL**. The matter will be investigated and a full response sent to you within 15 working days.

In the unlikely event that you remain dissatisfied then you may refer the matter to the Ombudsman at the following address:

The Property Ombudsman
Beckett House
4 Bridge Street
Salisbury
Wiltshire
SP1 2LX

Telephone: 01722 333306

Facsimile: 01722 332296

Website: www.tpos.co.uk E-Mail: admin@tpos.co.uk

Please sign and date the terms you have opted for.

I/we agree to the **FULLY MANAGED TERMS** @ between 8% -12% of rents collected + a set-up fee of £200.00 per property payable on completion.

Newspaper advertising; from time-to-time Let two may advertise in the Huddersfield Examiner;

I/we confirm we DO/DO NOT wish our property to be included in the Examiner at a cost of £45.00 per insertion

Signed Dated

I/we agree to the **RENT COLLECT ONLY TERMS** @ 5% of rents collected + a set-up fee of £200.00 per property payable on completion.

Signed Dated

I/we agree to the **TENANT FINDER ONLY TERMS** @ a fixed fee of ~~£300.00~~ £200.00.

Signed Dated

I/we agree to the **TENANT FINDER PLUS TERMS** @ a fixed fee of ~~£400.00~~ £250.00

Signed  Dated 20/9/12

**LET TWO ARE NOT V.A.T REGISTERED THEREFORE FEES UNLESS BY A THIRD
PARTY ARE NON-VATABLE.**



www.lettwo.co.uk

8 October 2012

Invoice I0225

Mr A France and Mrs K France
New Lane Farm
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

Re: The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY

To our charges for finding a tenant as per our terms and conditions

£250.00

Total amount due £250.00

Please make payment to the following account:

LET TWO LTD
SORT CODE: 40-25-10
ACCOUNT NUMBER: 64157788

Handwritten signature and date: 14/10/12

Let two Ltd

The Media Centre
7 Northumberland Street
Huddersfield HD1 1RL

telephone: 01484 485335
email: info@lettwo.co.uk
website: www.lettwo.co.uk

company registration number: 07251745
company directors: Dawn Hunt & Suzanne Rangeley

Document 06
Owens-Letter-September-2012

Andrew and Kate France
New Lane Farm
Nettleton Hill
Golcar
Huddersfield
HD7 4NY

t 01484 460540
m 07973 906297
e andrew.france@aedas.com

22 September 2012

Mr Paul Owens
TBA

Dear Paul

**The Croft – New Lane, Nettleton Hill
Rental Agreement – September 2012 (effective from 1 October 2012)**

It was very nice to meet with you, Michael and your Mum on 19 September.

We are very pleased we have agreed a proposal for your rental of The Croft.

As Let-Two were only engaged on a Let only basis the formalisation of the tenancy agreement will now be completed between us, with the exception on Let-Two carrying out a condition report prior to the tenancy commencing.

I summarise below the basis of the agreement, and also attach the Tenancy Agreement which is an Assured Shorthold Tenancy on the basis Michael has advised an initial period of 6 months be entered into. Please let me know if you wish to extend this at all before we finalise the agreement.

1. The agreement will be for an initial 6 Month rental term, commencing from 1 October 2012 until 31 March 2012.
2. The bond is £795 payable on or before 1 October 2012. This will be registered with an Approved Government Bond scheme and I will provide you details of this within 30 days of registering it.
3. Rent will be £695.00 per calendar month, with the first payment to be made on or before 1 October 2012 and thereafter on the 1st of each month. Payment is to be made by direct debit/standing order into the following account::
HSBC, Cloth Hall Street, Huddersfield
Sort code – 40-25-10
Acc No – 32511975
Please use reference – P Owen-The Croft
4. A rental review will be made every 12 months, i.e. first review in September 2012 effective from 1 October 2013 and this will be linked to the RPI in September 2013 and this is written into the agreement. The rent will not at any point fall below £695 per calendar month as part of any review.
5. You will be responsible for the following bills: (I have indicated who the current suppliers are)
 - Electricity – meter located in gable wall mounted box - EON
 - Water – on meter, located in Nettleton Hill Road – Yorkshire Water
 - Gas – meter located in gable wall mounted box - EON
 - Council Tax – Kirklees Council – Band B
 - Contents Insurance – please advise me once this is in place.

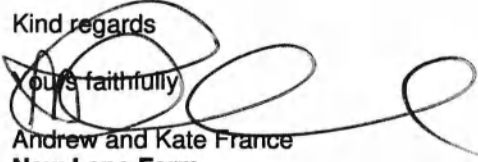
- BT (both line charge and call charges and any other charges including broadband)
 - Any other statutory bills or rates
 - Let-Two will write to the service providers/organisations and advise them of these changes effective from 1 October 2012
 - We will agree and record current meter readings as at 31 September 2012 for Water, Gas and Electricity
6. The property is provided with the following:
- Fitted kitchen including:
 - i. Free standing fridge
 - ii. Free standing freezer
 - iii. Free standing dishwasher
 - iv. Built in Oven
 - v. Built in electric hob
 - vi. Built in recirculation hob extract/fan
 - vii. Fixed sink and drainer unit
 - Lounge area – including position for wall mounted electric fire and wall mounted LCD/Plasma TV
 - Sun room area
 - Bedroom – including position for wall mounted LCD/Plasma TV
 - En-suite bathroom which includes walk in wet room shower, WC, wash hand basin and towel rail (mains operated with electric backup). A mirror is provided over the wash hand basin and a toilet roll holder is provided.
 - Utility room – including guest WC, sink unit, and positions for washing machine and tumble drier
 - Plant room – within this area is situated the main electrical distribution board, gas boiler, hot water storage tank and under floor heating distribution manifold
 - Under floor heating throughout with small skirting heating panel within sun room
 - Carpet to lounge, sun room and bedroom – all other floor finishes are fixed tiles (kitchen, en-suite and utility room)
 - Small cloaks cupboard adjacent to main front door – within this area is a manifold for the under floor heating system
 - 5no roof light – bedroom roof light is electrically operated with electric blind – none of the other roof lights are provided with blinds
 - Car parking space, accessed via the farm track from Nettleton Hill Road.
7. The property address is:
- The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY.
8. A separate posting box on the main drive is provided adjacent to our own and we will provide address clarity on these boxes.
9. You are free to use the area of grass directly in front of The Croft and obviously the patio areas directly around The Croft.
10. All grounds maintenance, i.e. mowing etc will be undertaken by us.
11. Rubbish is collected weekly (Thursday mornings quite early) from the bins area at the top of the drive. There is 1 green bin and 1 black bin provided for The Croft.
12. If you wish to install Sky etc that would be fine, I would only ask that we are involved in the sighting of the dish and any cable routes and entry points please.
13. We are more than happy for pictures, curtains etc to be fixed/hung, but would prefer to undertake the fixing of pictures for you at no cost, simply as I know all cable routes below plaster etc and am keen to ensure that all fixings cause minimal damage.
14. The telephone number for The Croft will be re-established once you arrange a service provider and the incoming point is sited in the plant room, with a further point located in the kitchen area. The previous provider was BT who also provided Broadband and they have confirmed reconnection will be made FOC.
15. The terms of this letter and the Tenancy Agreement together, prevail.

On a separate basis we have agreed the rental of the Studio Apartment near the main Farm for use by your Mum. This apartment is fully furnished and we have agreed a monthly rent of £350 plus bills of £20 per week, ie £80 per month.

If you can please advise me when you anticipate this being required and for what initial period and I will draw up a separate agreement for this. I do not anticipate applying a bond to this let.

I do trust that the above is in order and please do contact me if you wish to discuss any aspect.

Kind regards

Yours faithfully

Andrew and Kate France
New Lane Farm

enc

Document 07
Owens-Lease-September-2012

RENTAL AGREEMENT
(For an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY.

The LANDLORD(s) Mr Andrew France and Mrs Katie Helen France
New Lane Farm, Nettleton Hill, Golcar, Huddersfield, HD7 4NY

The TENANT(s) Mr Paul Owens 7 St. Johns North, Wakefield, West Yorkshire, WF1 3PZ

The TERM 6 month term from 1 October 2012 until 31 March 2013.
(Periodic Tenancy, see over 3.2).

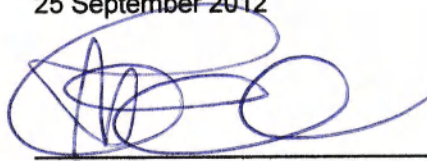
The RENT £695.00 (Six Hundred and Ninty Five Pounds per calendar month by way of
standing order into the landlords bank).
First payment due on or before 1 October 2012.
To be paid on the first day of the month.
Annual rent renewal to be linked to the Retail Price Index at that time.
Next renewal date September 2013, for payment due 1 October 2013.
The rent will not at any point fall below £695 per calendar month as part of any
review.

The DEPOSIT £795.00 payable on or before 1 October 2012 into the landlords bank account.
The Deposit will be registered with a Government approved scheme and
confirmation provided to the tenant within 30 days.

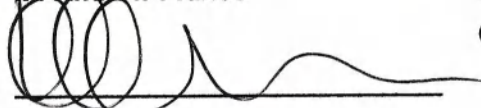
DATED 25 September 2012

25 September 2012

SIGNED

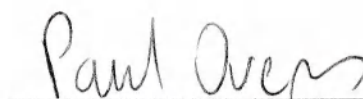


Mr Andrew France



Mrs Katie Helen France

(The Landlords)



Mr Paul Owen

(The Tenant)

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

1. The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name.
2. Always remember to give the written Notice to Terminate to the Tenant two clear months before the end of the Term.

IMPORTANT NOTICE TO TENANTS:

1. In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
2. If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property.

Rental Agreement for an Unfurnished House/Flat - Terms And Conditions

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly.

1. The Tenant's obligations:

- 1.1 To pay the Rent at the times and in the manner aforesaid
- 1.2 To pay all charges in respect of any electric, gas, water, telephonic and televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
- 1.3 To keep the interior of the Property in a good and clean state and condition and not damage or injure the Property (fair wear and tear excepted)
- 1.4 To yield up the Property at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property, and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2)
- 1.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property
- 1.6 Not do anything on or at the Property which:
 - 1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - 1.6.2 is illegal or immoral
 - 1.6.3 may in any way affect the validity of the insurance of the Property or cause an increase in the premium payable by the Landlord
- 1.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property
- 1.7a Not to smoke within the Property at any time and not to let any visitors or guests of the tenant to smoke within the property at any time
- 1.7b To access the property by vehicle from the driveway off Nettleton Hill Road

1.8 Not use or occupy the Property in any way whatsoever other than as a private residence

1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 3.1 below)

1.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency)

1.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this Agreement.

1.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money due from the tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment

1.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving

2 The Landlord's obligations:

2.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord

2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant

2.3 To keep in repair

2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)

2.3.2 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and

2.3.3 the installation at the Property for space heating and heating water

2.4 But the Landlord will not be required to:

- 2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
- 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
- 2.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord

3 Ending this Agreement

- 3.1 The Tenant cannot normally end this Agreement before the end of the fixed term. However after the first three months of the fixed term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end
- 3.2 If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period. Written notice only to be given from the 1st day of the preceeding month.
- 3.3 If at any time
 - 3.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 3.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or

3.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977

4 The Deposit

- 4.1 The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the Deposit money
- 4.2 The Deposit shall be re-payable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 4.1 However, the Landlord shall not, save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy
- 4.3 If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit

5 Other provisions

- 5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord & Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Landlord at the address stated with the name of the Landlord overleaf
- 5.2 For stamp duty purposes, the Landlord and the Tenant confirm that there is no previous agreement to which this Agreement gives effect
- 5.3 The Landlord shall be entitled to have and retain keys for all the doors to the Property but shall not be entitled to use these to enter the property without the consent of the Tenant (save in an emergency)
- 5.4 Any notices or other documents shall be deemed served on the Tenant during the tenancy by either being left at the Property or by being sent to the Tenant at the Property by first-class post. If notices or other documents are served on the Tenant by post they shall be deemed served on the day after posting
- 5.5 Any person other than the Tenant who pays all or part of the Rent due under this Agreement to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry
- 5.6 Any personal items left behind at the end of the tenancy after the Tenant has vacated (which the Tenant has not removed in accordance with clause 1.13 of the Agreement) shall be considered abandoned if they have not been removed within 14 days of written notice to the Tenant from the Landlord, or if the Landlord has been unable to trace the Tenant by taking reasonable steps to do so. After this period the Landlord may remove or dispose of the items as he thinks fit. The Tenant shall be liable for

the reasonable disposal costs which may be deducted from the proceeds of sale (if any), and the Tenant shall remain liable for any balance. Any net proceeds of sale will be dealt with in the same way as the Deposit as set out in clause 4.2 above.

- 5.7 In the event of damage to or destruction of the Property by any of the risks insured against by the Landlord the Tenant shall be relieved from payment of the Rent to the extent that the Tenant's use and enjoyment of the Property is thereby prevented and from performance of its obligations as to the state and condition of the Property to the extent of and so long as there prevails such damage or destruction (except to the extent that the insurance is prejudiced by any act or default of the Tenant)
- 5.8 Where the context so admits:
 - 5.8.1 The 'Landlord' includes the persons from time to time entitled to receive the Rent
 - 5.8.2 The 'Tenant' includes any persons deriving title under the Tenant
 - 5.8.3 The 'Property' includes any part or parts of the Property and all of the Landlord's fixtures and fittings at or upon the Property
 - 5.8.4 All references to the singular shall include the plural and vice versa and any obligations or liabilities of more than one person shall be joint and several (this means that they will each be liable for all sums due under this Agreement, not just liable for a proportionate part) and an obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation
 - 5.8.5 All references to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'

Document 08
Bramleys-Rent-Advise-March-2016



our ref:

AJM/ER/VWC

your ref:

2nd March 2016

Andrew France
New Lane Farm
Nettleton Hill Road
Scapegoat Hill
Huddersfield
HD7 4NY

Dear Andrew

Re: The Croft, New Lane Farm, Nettleton Hill Road, Scapegoat Hill, Huddersfield, HD7 4NY

I refer to our recent telephone conversation and my letter dated the 15th February 2016.

I understand that you require confirmation of the market rental value in respect of the detached bungalow within the grounds which is currently let.

You inform that the property is currently let at a rent of £713 pcm.

Upon the basis that the property would be let on an unfurnished basis on an Assured Shorthold Tenancy for a term of up to 12 months, this property would have a market rental value of £725 pcm.

This is upon the basis that the tenant is responsible for council tax and the cost of services.

The landlord is responsible for buildings insurance.

It is hoped this meets with your requirements and if I can be of further assistance please do not hesitate to contact me.

Yours sincerely

Alex J McNeil
RICS Registered Valuer
for Bramleys

residential commercial & industrial surveyors
estate agents auctioneers & property management consultants

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www.bramleys.com

Bramleys is a trading name of Bramleys LLP which is a limited liability partnership Reg No. OC343690

VAT Reg No. 184 9741 19

Document 09
Owens-Leaving-June-2016

Subject: Re: The croft

Date: Tuesday, 7 June 2016 at 11:30:18 British Summer Time

From: PAUL OWENS

To: Andrew France

Hi Andrew

The removal men are coming at 9am on the 13th so any time before that would be great.

Many thanks

Paul

Sent from my iPhone

On 6 Jun 2016, at 14:10, Andrew France <andrew@newlanefarm.com> wrote:

Hi Paul

Yes. Will be able to do that. On that day or before?

KR

Andrew

Sent from my iPhone

On 6 Jun 2016, at 13:54, PAUL OWENS <powens112@hotmail.com> wrote:

Hi Andrew

I am planning on moving on the 13 June. I was wondering if you could disconnect the washing machine and take the TV off the wall. This would be much appreciated . If I'm not in you could let yourself in.

Many thanks

Paul

Document 10
France-Lease-June-2016

RENTAL AGREEMENT
(For an Unfurnished House or Flat on an Assured Shorthold Tenancy)

The PROPERTY The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY.

The LANDLORD(s) Mr Andrew France and Mrs Katie Helen France
New Lane Farm, Nettleton Hill, Golcar, Huddersfield, HD7 4NY

The TENANT(s) Mr Selwyn France and Mrs Margaret France
The Croft, New Lane, Nettleton Hill, Golcar, Huddersfield, HD7 4NY

The TERM 10 year term from 13 June 2016 until 13 June 2026.
(Periodic Tenancy, see over 3.2).

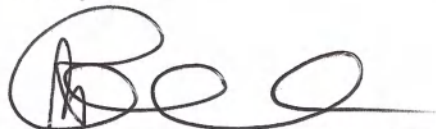
The RENT £720.00 (Seven Hundred and Twenty Pounds per calendar month by way of
standing order into the landlords bank).
First payment due on or before 1 July 2016.
To be paid on the first day of the month.
Annual rent renewal to be linked to the Retail Price Index at that time.
Next renewal date – none as set and by agreement only.

The DEPOSIT None required

DATED 10 July 2016

10 July 2016

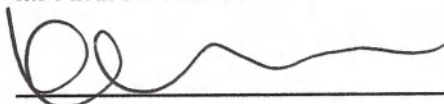
SIGNED



Mr Andrew France

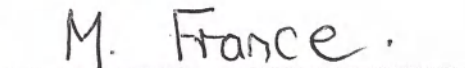


Mr Selwyn France



Mrs Katie Helen France

(The Landlords)



Mrs Margaret France

(The Tenants)

Signed in the presence of a witness

Witnessed by: *James Norman Clarkson*

Of: *12 Honey Head lane, Holey, HD9 6kw*

Signed: *J.M.C.*

Dated: *10-7-16*

THIS TENANCY AGREEMENT comprises the particulars detailed above and the terms and conditions printed overleaf whereby the Property is hereby let by the Landlord and taken by the Tenant for the Term at the Rent.

IMPORTANT NOTICE TO LANDLORDS:

1. The details of 'The LANDLORD' near the top of this Agreement must include an address for the Landlord in England or Wales as well as his/her name.
2. Always remember to give the written Notice to Terminate to the Tenant two clear months before the end of the Term.

IMPORTANT NOTICE TO TENANTS:

1. In general, if you currently occupy this Property under a protected or statutory tenancy and you give it up to take a new tenancy of the same or other accommodation owned by the same Landlord, that tenancy cannot be an Assured Shorthold Tenancy and this Agreement is not appropriate.
2. If you currently occupy this Property under an Assured Tenancy which is not an Assured Shorthold Tenancy your Landlord is not permitted to grant you an Assured Shorthold Tenancy of this Property or of alternative property.

Rental Agreement for an Unfurnished House/Flat - Terms And Conditions

This Agreement is intended to create an assured shorthold tenancy as defined in the Housing Act 1988, as amended by the Housing Act 1996, and the provisions for the recovery of possession by the Landlord in that Act apply accordingly.

1. The Tenant's obligations:

- 1.1 To pay the Rent at the times and in the manner aforesaid
- 1.2 To pay all charges in respect of any electric, gas, water, telephonic and televisual services used at or supplied to the Property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
- 1.3 To keep the interior of the Property in a good and clean state and condition and not damage or injure the Property (fair wear and tear excepted)
- 1.4 To yield up the Property at the end of the Term in the same clean state and condition it/they was/were in at the beginning of the Term (but the Tenant will not be responsible for fair wear and tear caused during normal use of the Property, and the items on the Inventory or for any damage covered by and recoverable under the insurance policy effected by the Landlord under clause 2.2)
- 1.5 Not make any alteration or addition to the Property nor without the Landlord's prior written consent (consent not to be withheld unreasonably) do any redecoration or painting of the Property
- 1.6 Not do anything on or at the Property which:
 - 1.6.1 may be or become a nuisance or annoyance to any other occupiers of the Property or owners or occupiers of adjoining or nearby premises
 - 1.6.2 is illegal or immoral
 - 1.6.3 may in any way affect the validity of the insurance of the Property or cause an increase in the premium payable by the Landlord
- 1.7 Not without the Landlord's prior consent (consent not to be withheld unreasonably) allow or keep any pet or any kind of animal at the Property
- 1.7a Not to smoke within the Property at any time and not to let any visitors or guests of the tenant to smoke within the property at any time
- 1.7b To access the property by vehicle from the driveway off Nettleton Hill Road or from the main driveway at New Lane Farm

- 1.8 Not use or occupy the Property in any way whatsoever other than as a private residence
- 1.9 Not to assign, sublet, charge or part with or share possession or occupation of the Property (but see clause 3.1 below)
- 1.10 To allow the Landlord or anyone with the Landlord's written permission to enter the Property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and gas inspections, or during the last month of the Term, show the Property to prospective new tenants, provided the Landlord has given 24 hours' prior written notice (except in emergency)
- 1.11 To pay the Landlord's reasonable costs reasonably incurred as a result of any breaches by the tenant of his obligations under this Agreement.
- 1.12 To pay interest at the rate of 4% above the Bank of England base rate from time to time prevailing on any rent or other money due from the tenant which remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until payment
- 1.13 To provide the Landlord with a forwarding address when the tenancy comes to an end and to remove all rubbish and all personal items (including the Tenant's own furniture and equipment) from the Property before leaving

2 The Landlord's obligations:

- 2.1 The Landlord agrees that the Tenant may live in the Property without unreasonable interruption from the Landlord or any person rightfully claiming under or in trust for the Landlord
- 2.2 To insure the Property and use all reasonable efforts to arrange for any damage caused by an insured risk to be remedied as soon as possible and to provide a copy of the insurance policy to the Tenant
- 2.3 To keep in repair
 - 2.3.1 the structure and exterior of the Property (including drains, gutters and external pipes)
 - 2.3.2 the installations at the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences), and
 - 2.3.3 the installation at the Property for space heating and heating water
- 2.4 But the Landlord will not be required to:

- 2.4.1 carry out works for which the Tenant is responsible by virtue of his duty to use the Property in a tenant-like manner
- 2.4.2 reinstate the Property in the case of damage or destruction if the insurers refuse to pay out the insurance money due to anything the Tenant has done or failed to do
- 2.4.3 rebuild or reinstate the Property in the case of destruction or damage of the Property by a risk not covered by the policy of insurance effected by the Landlord

3 Ending this Agreement

- 3.1. The Tenant cannot normally end this Agreement before the end of the fixed term. However after the first three months of the fixed term, if the Tenant can find a suitable alternative tenant, and provided this alternative tenant is acceptable to the Landlord (the Landlord's approval not to be unreasonably withheld) the Tenant may give notice to end the tenancy on a date at least one month from the date that such approval is given by the Landlord. On the expiry of such notice, provided that the Tenant pays to the Landlord the reasonable expenses reasonably incurred by the Landlord in granting the necessary approval and in granting any new tenancy to the alternative tenant, the tenancy shall end
- 3.2 If the Tenant stays on after the end of the fixed term, his tenancy will continue but will run from month to month (a 'periodic tenancy'). This periodic tenancy can be ended by the Tenant giving at least one month's written notice to the Landlord, the notice to expire at the end of a rental period. Written notice only to be given from the 1st day of the preceeding month.
- 3.3 If at any time
 - 3.3.1 any part of the Rent is outstanding for 21 days after becoming due (whether formally demanded or not) and/or
 - 3.3.2 there is any breach, non-observance or non-performance by the Tenant of any covenant or other term of this Agreement which has been notified in writing to the Tenant and the Tenant has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Landlord for the breach and/or
 - 3.3.3 any of the grounds set out as Grounds 2, 8 or Grounds 10-15

(inclusive) (which relate to breach of any obligation by a Tenant) contained in the Housing Act 1988 Schedule 2 apply the Landlord may recover possession of the Property and this Agreement shall come to an end. The Landlord retains all his other rights in respect of the Tenant's obligations under this Agreement. Note that if anyone is living at the Property or if the tenancy is an assured or assured shorthold tenancy then the Landlord must obtain a court order for possession before re-entering the Property. This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977

4 The Deposit

- 4.1 ~~The Deposit will be held by the Landlord and will be refunded to the Tenant at the end of the Term (however it ends) at the forwarding address provided to the Landlord but less any reasonable deductions properly made by the Landlord to cover any reasonable costs incurred or losses caused to him by any breaches of the obligations in his Agreement by the Tenant. No interest will be payable to the Tenant in respect of the Deposit money~~
- 4.2 ~~The Deposit shall be re-payable to the Tenant as soon as reasonably practicable, however the Landlord shall not be bound to return the Deposit until he is satisfied that no money is repayable to the Local Authority if the Tenant has been in receipt of Housing Benefit, and until after he has had a reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of his obligations by the Tenant or other sums properly due to the Landlord under clause 4.1. However, the Landlord shall not, save in exceptional circumstances, retain the deposit for more than one month after the end of the tenancy~~
- 4.3 ~~If at any time during the Term the Landlord is obliged to deduct from the Deposit to satisfy the reasonable costs occasioned by any breaches of the obligations of the Tenant, the Tenant shall make such additional payments as are necessary to restore the full amount of the Deposit~~

5 Other provisions

- 5.1 The Landlord hereby notifies the Tenant under Section 48 of the Landlord &

Document 11
Bramleys-Letting-Agreement-April-2026



AGENCY AGREEMENT

Between Bramleys, 14 St Georges Square, Huddersfield, HD1 1JF. Reg No OC343690

and

Landlord's name/s (all joint Landlords): Andrew France and Kate France

Landlord's address: (current address)

New Lane Farm, Norton Hill, Golcar, Huddersfield

Postcode HD7 4NY

Landlord's address: (during the tenancy, if different from above)

Postcode

Tel..... Mobile.....

E-mail

Address of Property to let:

The Cart, New Lane, Norton Hill, Golcar, Huddersfield

Postcode HD7 4NY

Unique Property Reference number (UPRN):

Landlord identifier(s) on the Property Database (when applicable).....

Property identifier on the Property Database (when applicable)

Redress Scheme membership numbers for all landlords (when applicable)

This agreement has been signed by the Agent. The agreement will commence on the date the Landlord, confirms, in writing, their agreement to the terms.

This agreement forms the agreement between Bramleys and the Landlord specified above. It sets out in conjunction with the Agent's information, the level of service required and selected by the Landlord and is reliant upon the information given to the Agent by the Landlord.

Definitions and interpretation:

- ◆ The "Landlord", "you", or "your" means the person or persons named above as Landlord of the subject Property and will include any others with a legal interest in the Property, whether this has been disclosed or not. Where the party consists of more than one entity or person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.
- ◆ The "Agent", "we" or "us" means Bramleys, 14 St Georges Square, Huddersfield, HD1 1JF
- ◆ The "Tenant" means the party named in the tenancy agreement as the Tenant of the Property.
- ◆ The "Property" means the Property noted above as the address of the Property to be let including all outbuildings, grounds, fences, boundaries etc.
- ◆ The headings in this agreement are for assistance in reading it only and do not form part of the agreement.

If the deposit is protected by The Dispute Service Tenancy Deposit Scheme, the clauses in appendix C apply. Whether a deposit is covered by this scheme can vary tenancy by tenancy and it can even change during a tenancy.

In the following paragraphs, the level of service stated only includes the items in the list. No other service is included within that level of service. Please discuss with us if you need any additional services, which may involve a charge.

The following are applicable to all tenancies regardless of which deposit scheme is used.

1. Service levels

1.1 Our Marketing Only Service

- ◆ The Agent will arrange to provide a guide on the rental price of the Property, usually by visiting.
- ◆ The Agent will promote the Property in appropriate ways to find a suitable tenant for the Property.
- ◆ The Landlord will arrange for the legally required checking, paperwork and other legal requirements associated with the Property and tenancy. This may include, but is not limited to, the initial and ongoing requirement for a gas safety record, an energy performance certificate, electrical installation testing, portable appliance testing, a fire risk assessment (where applicable), an asbestos risk assessment (where applicable), a legionella risk assessment and licensing requirements. This element does not apply to the following levels of service.
 - ◆ For Marketing Only Service landlords the agent will arrange and conduct viewings and provide feedback. All prospective tenants details will be passed to the landlord who will then arrange all the tenancy paperwork. This element does not apply to the following levels of service.
- ◆ The Landlord will need to comply with deposit legislation and any checks necessary under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972. This element does not apply to the levels of service detailed in our other levels of service.
- ◆ Additional services are available for a fee.

1.2 Our Let Only Service

In addition to the Introduction Only Service provisions:

- ◆ To comply with legislation, the Agent will arrange for the pre-tenancy checking, paperwork and other requirements associated with the Property. This may include, but is not limited to, the initial, but not ongoing, requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord, even if the Property is not actually let through the Agent. If you already hold valid paperwork, all current copies must be supplied to the Agent on instruction and no later than the start of the tenancy. This element is amended for the Full Management Service.
- ◆ The Agent will arrange viewings with prospective tenants either using the keys supplied by the Landlord or in co-ordination with the current occupier. All viewings will be accompanied by the Agent unless agreed otherwise.
- ◆ Once a prospective tenant is found who is interested in the Property, they will be asked to complete application information giving details about themselves.
- ◆ The Agent will then take references appropriate to the circumstances of the prospective tenant. This may be done by the Agent or may be outsourced to a referencing company as the Agent thinks fit.
- ◆ The Agent agrees to carry out any necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972 before the initial occupation is granted. The Agent will not permit the occupation of the Property by any Tenant or other relevant occupier who cannot demonstrate a valid Right to Rent. For Let Only landlords, the Landlord will be responsible for any further necessary checks under the Immigration Act 2014 and the Immigration (Hotel Records) Order 1972.
- ◆ On receipt of references, the Agent will set up the necessary paperwork to let the Property on an appropriate tenancy or licence.
- ◆ The Agent will, if appropriate, arrange for the initial production and subsequent agreement of an inventory and schedule of condition of the Property at the move in.
- ◆ The Agent will sign up the Tenant and collect any money due and give the Tenant copies of the appropriate paperwork.
- ◆ The Agent will account to the Landlord after the start of the tenancy.
- ◆ If a deposit has been collected and requires protection, then you will either need to have a custodial scheme account of your own for us to transfer the deposit money into or you will have to purchase protection with an insured scheme and we will only send you the deposit once you have sent evidence of that protection. If we do not receive evidence within 10 days, we will protect the deposit in order to protect you. We will not, however, have any involvement in the agreement about the refund of the deposit or any disputes at the end of the tenancy. This element is amended in our Full Management Service.
- ◆ We will not be responsible for checking the licensing status of the Property under Parts 2 and 3, Housing Act 2004 or confirming that you have appropriate planning permission or all necessary permissions from mortgagees, insurers, or other legal or beneficial owners of the Property.
- ◆ For Let Only Service landlords, the Agent will send the Landlord the funds, less expenses, and the paperwork once the tenancy has started. This element does not apply to the following levels of service detailed in 1.3 and 1.4.

1.3 Our Letting and Rent Collection Service

In addition to the Let Only Service provisions:

- ◆ The Agent will use reasonable endeavours to collect rents or others charges due from the Tenant and provide monthly accounts to the Landlord. However, the Agent will not be liable for the amount of any arrears nor for any legal or other costs incurred by the Agent or the Landlord or any other party in respect of the recovery of such arrears.
- ◆ To minimise our environmental impact, we will email rent statements and invoices to the email address stated on page 1 of this agreement, unless otherwise requested.
- ◆ The Agent agrees to account to and pay the Landlord any rent collected less fees or other charges due.
- ◆ If the Landlord resides or is incorporated overseas, the Agent must account to HM Revenue and Customs for the rental received and this can include deducting the basic rate of income tax or the equivalent sum for companies. To avoid this, the Landlord must apply to HM Revenue and Customs for approval for gross rents to be paid. If such approval is not obtained, an extra charge will apply.

1.4 Full Management Service

In addition to the Letting and Rent Collection Service provisions:

- ◆ The Agent will use its reasonable endeavours to arrange minor repairs, general maintenance and replacements to the Property without consulting the Landlord up to the value of one months rent where no figure has been specifically agreed. All costs will be borne by the Landlord. The Agent will not be responsible for damage or loss incurred to the Property, Tenant or the Landlord in the event of repairs, general maintenance or replacements not being carried out unless there has been any negligent act by the Agent.
- ◆ In addition to the responsibilities in our Let Only Service, the Agent will be responsible for the ongoing requirements for, where applicable: a gas safety record, an energy performance certificate, electrical installation condition report, portable appliance testing, a fire risk assessment, an asbestos risk assessment and a legionella risk assessment. All costs will be borne by the Landlord.
- ◆ The Agent will make reasonable efforts to carry out periodic visits to the Property no less frequently than annually, subject to circumstances beyond our control, Tenant refusal etc and send a report to the Landlord. Such visits and reports can only be regarded as general oversight of the Property and its care by the Tenant and will only detect matters which are obvious on a cursory visual inspection. The Agent does not accept responsibility for any actual variance between the report and the items reported upon. The Agent will liaise with the Tenant on all day-to-day matters arising.
- ◆ The Agent will use reasonable endeavours to assist with recovering possession of the Property in accordance with instructions received but cannot be liable for any delays, damages or costs incurred because such vacant possession is not achieved within the timescale requested. It will be the responsibility of the Landlord to instruct solicitors with whom the Agent will liaise. The Agent will not be liable for any legal or other costs incurred in any action against current or previous Tenants undertaken on the Landlord's instructions.
- ◆ Unless otherwise agreed, if a deposit has been collected and requires protection, the Agent will protect the deposit and negotiate the return of the deposit at the end of the tenancy. If a dispute is raised, then the Agent will assist the Landlord in the deposit dispute process.

1.5 All levels of service

- ◆ The Landlord will be responsible for the arrangement and valid continuance of adequate buildings and contents insurance on the Property unless specifically agreed otherwise in writing with the Agent. Furthermore, the Landlord will inform the Agent in writing of any action that needs to be taken to ensure continuance of insurance either for renewal or because the Property is vacant.
- ◆ The Agent should be informed immediately of any substantial change affecting the Property and/or the Agent's management of it. The Landlord accepts that the Agent can best carry out their management function if they are aware of possible problems arising.
- ◆ The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for the cost of complying with any existing or future legislation affecting the letting of the Property and the cost of repairing and removing and replacing any dangerous and/or defective equipment and/or furnishings with safe and compliant equipment and/or furnishings.
- ◆ If the Agent feels it will provide better service, the Agent can arrange to instruct sub-agents to assist in the marketing or management of the Property. This will be at no additional cost to the Landlord unless specifically agreed and confirmed in writing.

2. The Landlord agrees and confirms:

- 2.1 That the Landlord will provide evidence in the form of a land registry entry or other that the Landlord is either the legal owner of the Property or that the Landlord is authorised by the owner to enter into this agreement and is entitled to receive rental income.
- 2.2 That the Agent is appointed as Agent for the Landlord of the Property.
- 2.3 That the Landlord gives the Agent authority to act on the Landlord's behalf and to do anything which the Landlord could do and that the Landlord will approve of everything done by the Agent in good faith except for negligent acts, omissions or breach of contract.

- 2.4 That the Property is fit to be let, compliant with all statutory requirements, safe to be let and all appliances and goods are in full working order, serviced and have safety instructions for use.
- 2.5 That the Property will be clean prior to letting and any garden will be neat and tidy for the season.
- 2.6 That the Property and contents (if applicable) are adequately insured and that the insurance company is aware of, and consents to, the letting of the Property.
- 2.7 That where the Property is subject to a mortgage, the Landlord has consent to let the Property and that the Landlord will supply a written copy of the consent to the Agent prior to letting.
- 2.8 That if the Property is leasehold, the Landlord will obtain any necessary consent from the freeholder and/or the property management company for letting and supply the Agent with a copy of the lease and the freeholder's consent prior to the letting.
- 2.9 That the Landlord has consent from all necessary persons, including any legal or beneficial owners to instruct the Agent and let the Property.
- 2.10 That the Agent or any of the employees of the Agent may sign the tenancy agreement, notices and any relevant documentation for and on behalf of the Landlord.
- 2.11 By agreement with the Tenant, and subject to any statutory limitations, the Agent may agree that the tenancy agreement and relevant documentation may be signed electronically.
- 2.12 That the Property will be supplied with a minimum of one working smoke alarm per floor and a carbon monoxide alarm in every room as specified by legislation, and, if not present, the Agent can arrange for the fitting of appropriate alarms at the Landlord's expense.
- 2.13 That the Landlord confirms that they are not subject to a Banning Order.
- 2.14 That the Landlord will notify the Agent, at the earliest opportunity but within seven days, if the address or residency status or any other details of the Landlord, or any joint Landlord changes.
- 2.15 That the Landlord will provide all and any material information requested that may affect a consumer's decision, before the Property can be marketed.
- 2.16 That neither the Landlord nor any joint Landlord, nor any beneficial owners of the Property, are designated or a specified person or entity under the Sanctions and Anti-Money Laundering Act 2018.
- 2.17 That the Agent is not responsible for the management of the building or communal areas of the building where it comprises of more than one property. Any agreement to manage the building and/or the communal areas would be subject to a separate agreement.

3. The Agent:

- 3.1 Will not, as part of the regular management of the Property, be responsible for the supervision or management of any major building work or refurbishment of the Property, unless agreed between the Landlord and the Agent in writing prior to the commencement of the project and upon terms to be agreed.
- 3.2 Is not liable for any loss or damage arising from the defective work, substandard repair or any other default by a contractor engaged by the Agent, unless there has been any negligent act by the Agent in relation to the selection or management of the contractor or the repair work.
- 3.3 Is not responsible for redirecting the Landlord's post delivered to the Property.
- 3.4 Is not responsible to manage the Property when it is not let.
- 3.5 May delegate any of the services to be provided to the Landlord, such as inventory taking or referencing of prospective tenants, where it does not adversely prejudice the Landlord by doing so.
- 3.6 Is not responsible for any latent (hidden) defect in the Property.
- 3.7 Will not be liable for any loss or damage suffered by the Landlord via the act, negligence and omission of any third party which may arise, otherwise than through the negligence of the Agent.
- 3.8 Will not attend court or any tribunal in relation to the Property as part of the regular management of the Property unless agreed between the Landlord and the Agent beforehand or unless as a matter of law the Agent is required to attend. Prices for such work are in the Scale of Charges.
- 3.9 Will notify the Landlord of any notices the Agent receives in relation to the Property.
- 3.10 May, at their discretion, prepare and serve legal notices required relating to the letting, subject to the level of service requested.
- 3.11 The Agent will use its best endeavours to notify the Landlord whether or not the Property requires a licence under an existing or new licensing scheme under the Housing Act 2004. Where a licence is required, and a licence has not already been issued, the Landlord will apply for the licence and pay the

applicable fee. The Landlord will apply for a renewal of the licence in good time, when this is needed. The Landlord will provide the Agent with a copy of the licence or confirmation from the local authority that a licence application has been received, before the new scheme is in force, before the Property is first let or before the licence is due for renewal, as appropriate. The Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any fines or other penalties because of the Landlord's failure to make an application for, or renew, a licence and pay the fee.

4. Financial matters:

- 4.1 The Landlord will compensate and reimburse the Agent for all costs and expenses, penalties, claims or liabilities incurred or imposed upon the Agent including anything awarded by a court in connection with the management of the Property under this agreement, unless the loss or liability arises through negligence or breach of contract on the part of the Agent.
- 4.2 The Landlord will pay to the Agent fees, commission and expenses appropriate to the level of service required by the Landlord as set out on the attached Scale of Charges or any revision of the Scale of Charges notified to the Landlord in accordance with this agreement.
- 4.3 The Agent will pay for repairs out of rent money held and where the monies held are insufficient to cover the cost of a repair, the Landlord will pay the Agent any shortfall upon demand.
- 4.4 The Agent will negotiate the level of rent to be charged in consultation with the Landlord and may review the rent from time to time as the tenancy, law and rental market permits.
- 4.5 The Agent shall be entitled to retain interest earned on any money held on the Landlord's behalf and any commission or referral fees from, but not limited to, insurance companies, referencing companies, utility companies, contractors and any fees charged to tenants while acting on the Landlord's behalf in accordance with the Scale of Charges below. Details of such income received by the Agent can be provided to the Landlord on request.
- 4.6 The Landlord and the Agent will comply with all requirements of HM Revenue and Customs.
- 4.7 The Agent will, if required, supply duplicate rental statements and annual statements.
- 4.8 Where the Tenant is in receipt of benefits, the Landlord will not hold the Agent liable, and will refund any losses to the Agent, for any requirement to refund benefits.
- 4.9 Where there is a claim on the Landlord's insurance, the Agent will, as far as the law permits, assist with the claim where necessary and the Landlord will pay the Agent's fees for this service in accordance with the Scale of Charges.
- 4.10 The Landlord will pay and reimburse (refund to the Agent) the Agent for all costs incurred by the Agent, howsoever arising or incurred by the Agent, to keep the Property compliant with the law.
- 4.11 If a holding deposit, as permitted by the Tenant Fees Act 2019, is held by the Agent then, in circumstances detailed in Schedule 2 of the Act, the holding deposit may be retained. These funds will firstly be used to reimburse the Agent's costs and expenses and then any surplus will be applied to lost rent.
- 4.12 For the Let Only level of service and above, the tenancy deposit will be processed in accordance with the requirements of the deposit protection legislation.
 - 4.12.1 The Agent will choose a suitable scheme and comply with the initial requirements of that scheme.
 - 4.12.2 If the deposit is to be held by the Agent, it will be held in the Agent's client account until the Tenant has vacated and the move out inspection is concluded.
 - 4.12.3 Deposit monies shall be paid out upon agreement between the Landlord and the Tenant, the decision of an adjudicator or an order of the court.
 - 4.12.4 The Agent will try and assist in resolving any dispute.
 - 4.12.5 During a dispute, the liability to pay for cleaning, repairs etc. will remain with the Landlord. Any award made to the Landlord post-adjudication will be paid over once received.
 - 4.12.6 If the Agent holds a deposit under an insured scheme, the Agent will have to pay the deposit into the scheme once a formal dispute is raised.
 - 4.12.7 If the deposit is not required to be protected by legislation, the Agent will retain the deposit during negotiations on the refund, pending agreement or a court order.
 - 4.12.8 For avoidance of doubt, the Agent will hold the deposit as stakeholder and will be entitled to retain any interest earned on the deposit.

- 4.13 The Landlord will repay any overpaid rent paid, as required by law, following the expiry of a tenancy and upon vacant possession being returned by the tenant.
- 4.14 The Agent may take any money owed to it by the Landlord from any money they hold for or on behalf of the Landlord for any of their properties.

5. Notices

- 5.1 If the Landlord wishes to cancel this agreement before a tenancy has commenced, the Landlord may do so by writing to the Agent at the Agent's address. If the Landlord wishes to cancel within 14 days of the signing of this agreement, they may cancel by completing the form found at the end of Appendix B below.
- 5.1.1 If the Agent has committed expenditure or undertaken work, the Landlord agrees to reimburse the Agent with those costs and expenses. If a Tenant who is ready, willing and able to enter into a tenancy, is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the Tenant is introduced through the Agent, the minimum fee that would be payable will be the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.
- 5.2 If the Landlord wishes to cancel this agreement during a tenancy (Rent Collection and Full Management only), the Landlord may do so by writing to the Agent giving a minimum of one month's notice to allow for the orderly handover of the Property.
- 5.2.1 Please note that the Agent will not be able to transfer the deposit without the written agreement of the Landlord and the Tenant.
- 5.2.2 In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:
- 5.2.2.1 The let only fee, if no management has been undertaken.
- 5.2.2.2 The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.
- 5.2.2.3 In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.
- 5.3 If the Agent wishes to end this agreement at any stage, the Agent will write to the Landlord giving a minimum of one month's notice to allow the Landlord to appoint another agent.
- 5.4 Notice can be posted first class, recorded delivery, sent electronically or hand delivered to the Agent's office for notices to the Agent or the last known address of the Landlord for notices to the Landlord.

6. Various

- 6.1 Any variation to this agreement must be agreed in writing between the parties. At least one month's notification will be provided.
- 6.2 The Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement.
- 6.3 This agreement will form the basis for the Agent managing any other properties for the Landlord at whichever level of service the Landlord chooses for each property.
- 6.4 This agreement will continue until ended in accordance with clause 5.

7. Data Protection

- 7.1 The Agent is a data controller and is required to pay a fee to the Information Commissioner's Office (ICO) and the details will be placed on the register.
- 7.2 The Agent will process the Landlord's personal data in accordance with the Privacy Notice provided by the Agent.
- 7.3 The Landlord will also be a controller in respect of the Tenant's and other personal data and should pay the data protection fee, have a current registration with the ICO and process all data in accordance with the UK General Data Protection Regulations. The Landlord is responsible for paying the data protection fee and ensuring that they hold a registration with the ICO. The Landlord will be liable for any penalties for non-compliance with the Landlord's responsibilities.

8. Business Safeguards

- 8.1 Letting Agents are required to be a member of a redress scheme. We belong to the following property redress scheme The Property Ombudsman (TPO) and their website address is www.tpos.co.uk Further contact information can be found on their website.

- 8.2 Before a complaint can be escalated to the redress scheme, clients are initially required to go through our complaints procedure, a copy of which is available upon request.
- 8.3 Letting agents are required to have Client Money Protection. Our provider is The Royal Institute of Chartered Surveyors (RICS). Further contact information can be found on their website www.rics.org/uk. A copy of our Client Money Protection Certificate is available upon request and is on our website.
- 8.4 A requirement of the Client Money Protection provider is to hold and maintain professional indemnity insurance. Details of our insurance are displayed in our office and are available upon request.

If you wish to instruct us, we can only proceed upon receipt of this agreement duly signed and the information requested in this Pack.

The Landlord agrees and accepts this Agency Agreement and instructs the Agent to undertake the level of service indicated below at the rate in the prevailing Scale of Charges.

Marketing Only ☐ Let Only ☒ Letting and Rent Collection ☐ Full Management Service ☐

Please tick the box where applicable. If there is no box to tick, please speak to us if you would like our help with the item.

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. Have you notified the insurer of the Property that it is to be let? | ☒ | ☐ |
| 2. Are you the legal owner of the Property, or have authority to be letting the Property? | ☒ | ☐ |
| 3. Have you instructed other agents to market the Property? (If so, you agree to let us know if you find another tenant through another source). | ☐ | ☒ |
| 4. Do you have permission from any mortgage lender (please provide a copy of that permission to the Agent)? | ☐ | ☐ N/A |
| 5. Are all soft furnishings at the Property compliant with the current fire safety regulations and has all non-compliant furniture been removed from all parts of the Property? | ☒ | ☐ |
| 6. Do you require details of the Rent Guarantee and Landlord's Legal Expenses Insurance | ☐ | ☒ |
| 7. Have you provided a copy of your Land Registry Title? If not, Bramleys will obtain this for you at a cost of £10 inc VAT. | Amended | |
| 8. Have you provided a written copy of your mortgage consent? | N/A | |
| 9. Have you provided necessary consent from the freeholder or property management company? | N/A | |
| Have you registered with the Information Commissioners | ? | |
| 10 Office (ICO)? | | |

- 11 If you are an overseas Landlord, have you applied to the HMRC for approval for gross rent to be paid?

SCALE OF CHARGES

VAT is payable at the prevailing rate (currently 20%) on all our fees. In accordance with consumer legislation, it is quoted as included in the prices stated below. If the VAT rate changes, the price charged will change accordingly.

An amount payable under a percentage fee will go up or down depending on the agreed rent level. Fixed fees will remain the same regardless of the rent level agreed.

- | | |
|--|--|
| 1) Marketing Only Service | £300.00 (£250 + VAT) payable for each letting where the Tenant is introduced through the Agent. |
| 2) Let Only Service | £600 £780.00 (£650.00 + VAT) payable for each letting where the Tenant is introduced through the Agent |
| 3) Letting and Rent Collection Service | Tenancy set up fee of £420.00 (£350 + VAT) plus 12% (10% + VAT) of the rent received, deducted by the Agent subject to a minimum fee of £60.00 (£50.00 + VAT) |
| 4) Full Management Service | Tenancy set up fee of £420.00 (£350.00 + VAT) plus 15% (12.5% + VAT) of the rent received, deducted by the Agent subject to a minimum fee of £75.00 (£62.50 + VAT) |

If an applicant who is ready, willing and able to enter into a tenancy is introduced during the Agent's period of instruction, or as a result of their marketing activity, where the applicant is introduced through the Agent and the Landlord withdraws before a tenancy has commenced, the minimum fee that would be payable will be the fee for the Let Only Service, plus other expenses incurred, such as the gas safety check.

In the event of cancellation during a tenancy, the minimum fee payable will be worked out as follows:

- The let only fee, if no management has been undertaken.
- The appropriate daily rate of the management fee, subject to the minimum of the Let Only Service fee, if the total paid for management has not already exceeded this amount.
- In all cases, in addition to the above, any expenses incurred, such as gas safety checks etc.

Additional Charges

Tenant referencing	£42.00 per reference inclusive of VAT
Guarantor referencing	£42.00 per reference inclusive of VAT
Tenancy agreement fee	£180.00 inclusive of VAT
Inventory service:	
3 bed or less	£180 inclusive of VAT
4 bed or more	£240 inclusive of VAT
EPC	£90.00 inclusive of VAT
Tribunal case paperwork	£180.00 inclusive of VAT
Tribunal attendance fee	Price on application
Professional hourly rate	£210.00 inc VAT. Charged by the Agent when required to carry out any additional services
Check in	£180.00 inclusive of VAT
Check out report:	

3 bed or less property	£180 inclusive of VAT
4 bed or more	£240 inclusive of VAT
Void period property inspections	£30.00 inclusive of VAT per visit
Major works fee	6% inclusive of VAT
Land Registry check	£10.00 inclusive of VAT (where not provided by the Landlord)
Rent review (Let only):	
Section 13 notice service &	
Market rent report	£90 inclusive of VAT
Rent negotiation	£60 inclusive of VAT

SCALE OF CHARGES OTHER INCOME

(All fees are per property unless otherwise stated)

Charges to Tenants (**where applicable):

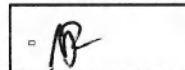
- | | |
|-------------------------------|---------------------------------------|
| 1) Credit/Referencing | £42.00 inclusive of VAT per person |
| 2) Tenancy agreement drafting | £180.00 inclusive of VAT per property |
| 3) Tenancy renewal | £180.00 inclusive of VAT per property |
| 4) Guarantor referencing | £42.00 inclusive of VAT per person |

****NB** Tenant fees do not apply to Tenants of some Housing Act 1988 tenancies or licences but may apply for other tenancy types.

The fees charged to the Tenant may change and we will endeavour to inform you of such a change at the earliest opportunity.

May we start providing our service within the 14-day cancellation period allowed by the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013? If you agree we can, then you will be liable for our costs incurred if you decide to cancel.

(Please initial to indicate agreement.)



The Landlord, or anyone signing on behalf of the Landlord, confirms that the information provided is accurate to the best of their knowledge and belief.

Name *James Finner*

Signed *[Signature]* Date *15/4/26*

Name

Signed Date

Landlord/ or for and on behalf of all joint Landlords of the Property

Dated: *15/4/26*

Note: Where more than one party is stated in this agreement as the Landlord, those parties will be jointly and severally liable for all of the Landlord's obligations contained in this agreement.

Signed by Agent: *Michelle McCarthy*

Michelle McCarthy Head of Property Management

Dated.....

APPENDIX A

SCHEDULE 1 and 2 information

Information relating to distance, on and off-premises contracts under The Consumer Contracts (information, Cancellation and Additional Charges) Regulations 2013.

These terms only apply to consumers. If you are a business, these terms do not apply. The requirements of schedule 2, which are not applicable, have been removed.

(a) The levels of service available to the Landlord can be found in Section 1 of this agreement.

(b) The trading name of the company is Bramleys

(c) The company can be contacted at:

Address: 14 St Georges Square, Huddersfield, HD1 1JF

Telephone number: 01484 530361

Email address: lettings@bramleys.com

(d) and (e) We do not act on behalf of another trader

(f), (g), (h) and (j) See attached "Scale of Charges"

(k) See attached "Complaints Procedure"

(l) The information on the right to cancel, and how to cancel, can be found in Appendix B of this agreement.

(n) The costs involved with invoking a right to cancel can be found in Appendix B.

(q) We have ongoing after sales service available via our website or through contact details listed in (c) above.

(r) We are a member of RICS, NAEA, ARLA & the TPO. Further information is available on request.

(s) The conditions for terminating this contract can be found in 5.1, 5.1.1, 5.1.2, 5.2 of the main agreement.

APPENDIX B

Right to Cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire 14 days after the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us, Bramleys, 14 St Gerges Square, Huddersfield, HD1 1JF of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation:

If a reimbursement is due, we will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract.

If a reimbursement is due, we will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated your cancellation from this contact, in comparison with the full coverage of the contract.

Cancellation Form

To: Bramleys, 14 St Georges Square, Huddersfield, HD1 1JF e: lettings@bramleys.com

I/We [*] hereby give notice that I/We [*] cancel my/our [*] ~~contract of sale of the following goods~~ [*]/for the supply of the following service [*],

Ordered on [*/~~received on~~][*],

Name of consumer(s),

Address of consumer(s),

Signature of consumers(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate.