

Between
(1) Wokingham Borough Council (Landlord)
of
PO Box 151, Shute End, Wokingham, RG40 1BN

And
(2) Neil Chard (Tenant)
of
Brook Farm, Barkham, Wokingham

Relating to
Brook Farm, Barkham, Wokingham (Property)

Classification L2 - Business Data
from
and in
tenant.

3.3 The classification of this Lease.

Status as

3.4 The Lease shall be and remain a Farm Business Tenancy and shall be governed in respect of the Property between the Landlord and the Tenant under section 1(4) of the Act prior to the commencement of the Lease when its character was primarily or wholly agricultural. The Tenant's acknowledgement of the notice served by the Landlord is appended to this Lease.

4. Use and Management of the Property

The Tenant covenants with the Landlord:

Outgoings

4.1 To pay all occupiers' rates taxes charges and other outgoings now or hereafter assessed charged or imposed upon the Property or the Tenant's use of it as an occupier including all charges for water sewerage electricity gas communications and other services arising from use of the Property by the Tenant and those authorised by the Tenant.

Use

4.2 As to his use of the Property

- (a) Not to use the Property for any purpose other than the Permitted User. Notwithstanding this the Tenant is permitted to allow 5 livery horses on the Property and the Tenant's wife is permitted to operate a childminding enterprise from the Property
- (b) Not to do or suffer to be done on the Property anything which may be or become a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining land and to indemnify the Landlord against any claims by third parties in respect of any breach of this clause.
- (c) To occupy the farmhouse as his usual place of residence and to conduct the day to day farming of the Property from it.
- (d) Not to damage or injure the Property and for those parts of the Property that are the Landlord's responsibility to repair, replace, maintain or insure to use those parts carefully so as to protect them from damage and to report in writing immediately to the landlord any damage, however caused, to them.
- (e) To maintain the Property so that it is in a condition such that an occupier of the Property can manage it to a reasonable standard of husbandry having regard to: