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(ORIGINAL WITH BRBR)

NON-BUSINESS - TENANCY

AN AGREEMENT made the *eleventh* day of *March* two

thousand and four BETWEEN BRB (RESIDUARY) LIMITED ("BRBR") by
Gregory Beecroft

~~JOHN MEURUG CAUDLE~~ their duly authorised agent of the one part and KAY LYDIA HUNT

of 115 Pendre Bridgend Mid-Glamorgan CF31 1PG (hereinafter called "the Tenant" which term shall include Tenants where more than one and the persons deriving title under him or them) of the other part WHEREBY BRBR agree to let and the Tenant agrees to take the premises described below and verged blue on the plan no.4012 annexed hereto including (save as hereinafter excepted) all buildings and erections now or hereafter erected or constructed thereon excepting and reserving to BRBR (a) any work and appliances of BRBR (b) all rights of advertisement on the outside walls of the premises and (c) the right for BRBR to inspect maintain and alter such works appliances and advertisements as aforesaid and to construct under or over the premises such other works and appliances as BRBR may deem necessary for the purpose of their undertaking TO HOLD from the twenty fifth day of March two thousand and four on a tenancy determinable as hereinafter mentioned at the yearly rent of fifty pounds (£50) upon the terms and conditions contained:-

PARTICULARS OF THE PREMISES HEREBY LET		
LOCATION	DESCRIPTION	AREA
BRIDGEND Mid-Glamorgan	ALL THAT land at the rear of 115 Pendre	631 square metres (755 square yards) or thereabouts

1. THE Tenant hereby agrees with BRBR as follows:-

- (i) To pay the rent reserved in advance by equal payments on the twenty fifth day of March in every year the first payment or proportionate payment to become due and to be paid on the completion of this agreement and to pay to BRBR a proportionate part of the rent up to the day on which the tenancy shall expire if it shall terminate on a day other than the said day.
- (ii) The yearly rent contained in this Agreement shall be revised in accordance with the latest published movement in the General Index of Retail Prices (All Items) (or such other Index as may be issued in substitution thereof) without further notice on the twenty fifth day of March two thousand and five and on each anniversary of this date so long as this Agreement shall remain in force.
- (iii) To pay all rates taxes charges assessments duties and outgoings whatsoever which now are or during the said tenancy shall be assessed charged or imposed upon the premises or payable by Landlord or Tenant in respect thereof.
- (iv) Not to use the premises or any part thereof for business purposes or otherwise than for the purpose of an extension to the Tenant's own adjoining private garden.
- (v) To keep the premises in good and tenantable repair and condition and subject as hereinafter provided so deliver them up.
- (vi) Not to allow refuse to accumulate on the premises but to remove all refuse and keep the premises in a tidy condition to the satisfaction of the appointed agent of BRBR who is currently Lambert Smith Hampton (hereinafter called the "Surveyor") and in case of default BRBR may carry out the work and recover the cost thereof from the Tenant.
- (vii) Not to alter the premises or make any additions thereto without the previous consent in writing of the Surveyor.
- (viii) Not to do or suffer to be done in or upon the premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to BRBR or their Tenants or the occupiers of any of the adjoining premises or the neighbourhood.
- (ix) Not to make any claim or demand whatsoever on BRBR their servants or agents in respect of any damage loss injury or any inconvenience which may be suffered by the Tenant in consequence of the exercise by BRBR on their adjoining or neighbouring land of their statutory powers without negligence.

- (x) Not to assign sublet or part with the possession of the premises or any part thereof.
- (xi) Not to obtain access to nor egress from the said premises by any way other than over his own adjoining property.
- (xii) At his own expense and to the satisfaction of the Surveyor upon termination of the tenancy to reinstate the boundary fence between the points marked A-B on the said plan and if so required by BRBR to remove any other fencing or hedges remaining on land in the ownership of BRBR and in case of default BRBR may carry out the work and recover the full cost thereof from the Tenant.

2. PROVIDED ALWAYS and it is hereby agreed that:-

- (i) The Tenancy hereby created may be determined:-
 - (a) by either party giving to the other three months previous notice in writing expiring at any time.
 - (b) By BRBR giving to the Tenant fourteen days (or in an emergency twenty four hours) notice in writing to expire at any time in the event of the premises or any part thereof being required for the purposes of their business
- (ii) If the rent or any part thereof shall be unpaid for 21 days after any one of the days whereon the same ought to be paid as aforesaid(whether the same shall or shall not have been legally demanded) or if there shall be a breach or non-observance by the Tenant of any of the agreements conditions and provisions herein contained then the tenancy hereby created shall cease and it shall be lawful for BRBR by their agents or servants to re-enter upon and take possession of the premises.
- (iii) If the Tenant has erected or shall with the consent of the Surveyor erect any building or erection on the premises the Tenant shall if so required by the Surveyor remove the same before the termination of the tenancy and shall restore and make good the premises to the satisfaction of the Surveyor and in case of default BRBR may carry out the work and recover the cost thereof from the Tenant.

- (iv) Any notice in writing that under the terms hereof is to be given to BRBR shall be deemed effectively served if sent through the post by recorded delivery service in a letter addressed to the Surveyor at Whiteladies House 51-55 Whiteladies Road Clifton Bristol BS8 2LY or upon such other person as BRBR may from time to time appoint for that purpose and any notice in writing that is to be given by BRBR to the Tenant shall be deemed effectively served if sent through the post by recorded delivery service in a letter addressed to the Tenant at his last known place of abode in the United Kingdom.
- (v) The Tenant shall on the execution hereof pay the sum of fifty pounds (£50) in respect of preparing this Agreement and a counterpart thereof.

SIGNED by the said KAY LYDIA HUNT *K Lydia Hunt* X
 SIGN HERE PLEASE
 (AND ON PLAN)

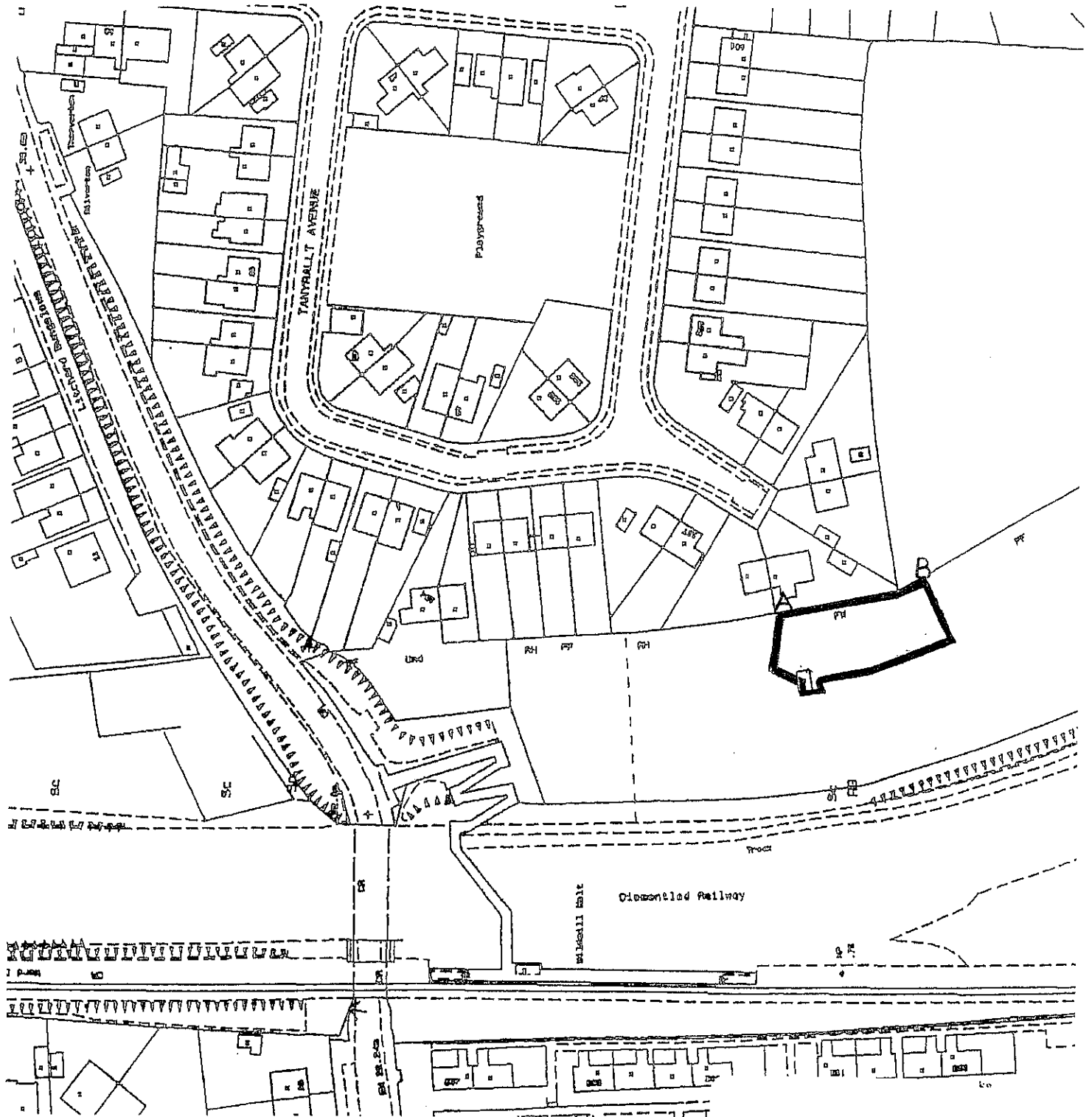
In the presence of:

Witness... *G.R. Meadows*
 Address... *11 Melton Drive*
 Biggenda, CF31 3ET
 Occupation... *Company Director*

PLEASE HAVE YOUR
 SIGNATURE WITNESSED
G.R. Meadows

BRIDGEND

AREA VERGED BLUE : 631M² / 755 yds².



Scale 1:1250

X KMA ✓
 SIGN HERE PLEASE

RAIL PROPERTY LTD.	
WHITTLES HOUSE, 14 PENTONVILLE ROAD LONDON N1 9RP	
26-1-04	
D/O No. 4012.	PREPARED BY <i>OR</i>

DATED 11th MARCH 2004

BRB (RESIDUARY) LIMITED

- and -

K. L. HUNT

TENANCY AGREEMENT

for Letting of land for garden extension
at BRIDGEND in the County of Mid-Glamorgan