

Dated 25th August 2006.

BRB (RESIDUARY) LIMITED

AND

ANDREW CHARLES PITMAN & CHRISTINE PITMAN

AGREEMENT

AS TO

TENANCY OF: Land at the rear of "The Cottage" Withybed Corner adjoining the
St Cross Training School.

AT: Tadworth in the County of Surrey

NON-BUSINESS LETTING

AN AGREEMENT made the *25th* day of *August* two thousand and six BETWEEN BRB (RESIDUARY) LIMITED (hereinafter called "the Board") by LAMBERT SMITH HAMPTON their duly authorised agent of the one part and ANDREW CHARLES PITMAN AND CHRISTINE PITMAN of THE COTTAGE, WITHYBED CORNER, WALTON ON THE HILL, TADWORTH, SURREY, KT20 7UJ (hereinafter called "the Tenant" which term shall include Tenants where more than one and the person deriving title under him or them) of the other part WHEREBY the Board agree to let and the Tenant agrees to take the premises described below and verged blue on plan annexed hereto including (save as hereinafter excepted) all buildings and erections now or hereafter erected or constructed thereon excepting and reserving to the Board (a) any works and appliances of the Board (b) all rights of advertisement on the outside walls of the premises and (c) the right for the Board to inspect maintain and alter such works appliances and advertisement as aforesaid and to construct under or over the premises such other works and appliances as the Board may deem necessary for the purpose of their undertaking TO HOLD from the **24th day of February two thousand and six** on a tenancy determinable as hereinafter mentioned at the initial yearly rent of **two hundred and thirty seven pounds (£237.00)** upon the terms and conditions contained:-

Particulars of the premises hereby let:

Situation: **Tadworth in the County of Surrey.**

Description: **Land at the rear of "The Cottage" Withybed Corner adjoining the St Cross Training School.**

Area: **720 square metres (7,750 square feet) or thereabouts**

1. THE Tenant hereby agrees with the Board as follows:

- (i) To pay the rent reserved in advance by annual payments on the 24th day of February in every year the first payment or proportionate payment to become due and to be paid on the **24th day of February two thousand and six** and to pay to the Board a proportionate part of the rent up to the date on which the tenancy shall expire if it shall terminate on a day other than one of the said days.
- (ii) The Tenant agrees that the said 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 **24th day of February two thousand and seven** 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 either 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 purposes of a **garden extension to "The Cottage"**.

- (v) To keep the premises in good and tenantable repair and condition and subject as hereinafter provided to 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 Area Sales Surveyor (London and South East) of the Board (hereinafter called the "Surveyor") and in the case of default the Board 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 or annoyance or inconvenience to the Board 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 the Board 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 the Board on their adjoining or neighbouring land of their statutory powers without negligence.
- (x) Not to assign sublet or part with possession of the premises or any part thereof.

2. PROVIDED ALWAYS and it is hereby agreed that:

- (i) The Tenancy hereby created may be determined by either party giving to the other **three** months previous notice in writing expiring at any time.
- (ii) 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 the Board may carry out the work and recover the cost thereof from the Tenant.

- (iii) Any notice in writing that under the terms hereof is to be given to the Board shall be deemed effectively served if sent through the post by recorded delivery service in a letter addressed to the Surveyor at his office at Whittles House 14 Pentonville Road London N1 9HF or upon such other person as the Board may from time to time appoint for that purpose and any notice in writing that is to be given by the Board 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.
- (iv) The receipt of rent on the part of the Board shall in itself not be and shall not be deemed to be a waiver of any of the agreements conditions or provisions herein contained and on the part of the Tenant to be observed and performed.
- (v) The Tenant shall notify the Board immediately upon completing a contract for the sale of the property situate at "The Cottage" Withered Corner, Tadworth, Surrey, KT20 7UJ and at the same time furnish the Board with the name and address of the party contracting to purchase the said premises which holds an agreement for the land in question.
- (vi) The tenancy hereby created is subject to the conditions contained in the Schedule hereto.
- (vii) The Tenant shall on the execution hereof pay the sum of **fifty pounds (£50)** in respect of the cost of preparing this Agreement and counterpart thereof.
- (viii) The Tenant shall pay to the Board Value Added Tax (if applicable) in respect of the yearly rent and any other payment made by or taxable supply received by the Tenant under the terms of or in connection with this Tenancy.

AS WITNESS the hands of the said LAMBERT SMITH HAMPTON and the Tenant the day and year first before written.

SIGNED by the said

ANDREW CHARLES
PITMAN & CHRISTINE
PITMAN

[Handwritten signature]

[Handwritten signature]

In the presence of:

DAVID JOHN HOUNNARD

Witness:
Address:

TILE FLOOR
25 DOWN WAY
TROWSTON
SUMMER
KT20 504

[Handwritten signature]

Occupation:

OPTICIAN

SCHEDULE

1. The Tenant is hereby permitted to retain an opening in the Board's boundary fence indicated between the points shown by blue letters A-D on the said plan.
2. The Tenant shall forthwith erect where necessary and thereafter maintain fences between the points indicated by letters A-B, B-C and C-D as indicated on plan No. 5927 annexed hereto the said plan to the satisfaction of the Surveyor.
3. Prior to termination of this Agreement the Tenant shall if so required to do so by the Surveyor remove the fences between the points indicated by blue letters A-B, B-C and C-D on the said plan and reinstate the Board's boundary fence between the points A-D all such work to be carried out to the satisfaction of the Surveyor and in case of default the Board may carry out the necessary work and recover the cost thereof from the Tenant.
4. The Tenant shall not remove any timber, brickearth clay or stone from any part of the premises.
5. The Tenant shall notify the Board immediately upon completing a contract for the sale of the premises situate at "The Cottage" Withybed Corner, Tadworth, Surrey, KT20 7UJ and at the same time furnish the Board with the name and address of the party contracting to purchase the said premises.
6. The Tenant agrees that the said 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 24th day of February two thousand and seven and on each Anniversary of this date so long as this Agreement shall remain in force.
7. The Tenant not to alter the premises or erect any building without the previous consent in writing and approval of plans by the Board.