27th March 2012

Mr C Burnard Fen House Redgrave Road South Lopham Diss IP22 2JN STONES

YOUR LOCAL
AGENT

Dear Chris,

Re: Keepers Cottage, The Street, Botesdale.

I write to confirm that your tenant for the above property has now signed his tenancy agreement, a copy of which I enclose for your records. I have attached his first months rent for you and a standing order has been set up for you for future payments. His deposit of £550 has been taken and protected by us.

An inventory has been taken and left for Mr Gilbert to check and sign and return to us. Unless I hear differently I will assume that you have arrangements between yourselves for a key release this weekend. However if I can be of help with this please let me know.

May I take this opportunity to thank you once again for your kind instructions to look after your properties, and to assure you of our continued best attention.

Yours sincerely

Nicola Featherstone

Director

STONES ESTATE AGENTS, MARKET PLACE, BOTESDALE, IP22 1BT TEL: 01379 897008 WWW.STONESESTATEAGENTS.CO.UK INFO@STONESESTATEAGENTS.CO.UK









ASSURED SHORTHOLD

TENANCY AGREEMENT

for letting a residential dwelling house

This tenancy agreement is for letting furnished or unfurnished residential accommodation on an assured shorthold tenancy within the provisions of the Housing Act 1988, as amended by Part III of the Housing Act 1996. As such this is a legal document and should not be used without adequate knowledge of the law of landlord and tenant.





THIS AGREEMENT is made on the date specified hereunder BETWEEN the Landlord and the Tenant(s). It is intended that the tenancy created by this agreement is and shall be an assured shorthold tenancy within the meaning of the Housing Act 1988, as amended by the Housing Act 1996

Subject to Vacant Possession

DATE

14TH March 2012

LANDLORD(S) Mr Chris Burnard t/a Traditional English Properties Ltd

Note: Any notice under Section 48 of the Landlord and Tenant Act 1987 may be served on the Landlord at the above address

TENANT(S)

Mr Alan Gilbert

PROPERTY

The dwelling house known as Keepers Cottage, The Street, Botesdale, Diss IP22 1BS

CONTENTS

The fixtures and fittings at the Property together with any furniture, carpets,

curtains and other effects listed in the Inventory

TERM

For the term of 6 months from 1st April 2012

If, at the end of this time, you want to continue the tenancy and you have not already received from us two months notice to end the tenancy, it will carry on from month to month as a monthly contractual tenancy. You must give one months notice to end it. This notice must be given to

expire on a rent payment day.

RENT

£550 per calendar month on the 1st of every month by standing order (mandate enclosed)

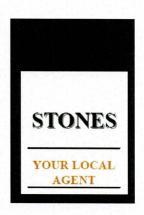
DEPOSIT

A deposit of £550 is payable on signing this Agreement and held via the Agent in the Deposit Protection Scheme.

You will get it back when this agreement ends and you leave the property, as long as you have kept to all the agreements and conditions and you have paid all the rent and bills for the property. If you do not do so, we may take from your deposit any rent legally owed to us, or other money legally owed to us, reasonable compensation if you have broken any of your agreements, or the reasonable cost of making good any damage which is not caused by fair wear and tear. We will keep the deposit until you have produced satisfactory proof that you have paid for the utility bills (electricity, gas, water and phone) for the property. If you fail to do so, we may pay any charges you owe from your deposit. If we cannot agree amounts for any breach, the matter will be decided by the County Court unless we can agree on some other way of sorting out the dispute.

- 1. The Landlord agrees to let and the Tenant agrees to take the Property and Contents for the Term and at the Rent payable as above
- 2. The Tenant pays the Deposit as security for the performance of the Tenant's obligations and to compensate the Landlord for any breach of those obligations. It is agreed that this sum shall not be transferable by the Tenant in any way and at any time against payment of the Rent and that no interest shall be payable on this Deposit.





3. The Tenant agrees with the Landlord:

- (3.1) To pay the Rent to the Landlord or his Agent on the days and in the manner aforesaid. If you owe rent or any other money legally payable to us under the agreement, you will have to pay interest on this amount from the date that it should have been paid. The interest rate is 3% above the base rate used by Royal Bank of Scotland. This rate may apply before, as well as after, a court judgment has been made against you, depending on the terms of the court judgment.
- (3.2) Pay our reasonable costs for sending reminder letters. These will be £12 for each reminder.
- (3.3) Pay for our reasonable costs for any cheque that does not clear. These will be £12 each time a cheque does not clear.
- (3.4) To pay promptly to the authorities to whom they are due, council tax, and outgoings (including water and sewerage, gas, electricity and any telephone charges relating to the Property), including any which are imposed after the date of this Agreement (even if of a novel nature) and to pay the total cost of any reconnection fee relating to the supply of gas electricity or telephone if the same should be disconnected. Oil tank levels will be measured by the agent or landlord on entry and must be filled at the tenant(s) cost to a similar level on exit. Should the tenant(s) change provider of any utilities, they must inform the landlord immediately.
- (3.5) To keep the interior of the Property and the Contents in good and clean condition and complete repair (damage by accidental fire and reasonable wear and tear excepted) and to keep the Property at all times well and sufficiently aired and warmed during the tenancy
- (3.6) Not to damage or injure the Property or make any alteration or addition to it nor to redecorate any part of it without the prior written consent of the landlord
- (3.7) Not to assign, sublet or part with possession of the Property, or let any other person live at the Property
- (3.8) To use the Property as a single private dwelling and not to use it or any part of it for any other purpose nor to allow anyone else to do so
- (3.9) Not to receive paying guests or carry on or permit to be carried on any business, trade or profession on or from the Property
- (3.10) Not to do or permit or suffer to be done in or on the Property any act or thing which may be a nuisance damage or annoyance to the Landlord of to occupiers of neighbouring premises, or which may void any insurance of the Property or cause the premiums to increase
- (3.11) Not to keep any animals or birds or other living creature on the Property without the Landlord's or his Agent's written consent, such consent if granted to be revocable at any time on reasonable grounds by the Landlord or his Agent
- (3.12) To keep the gardens (if any) including all driveways, pathways, lawns, hedges and rockeries neat tidy and properly tended at all times and not remove any trees or plants. At the end of all tenancies a gardener will be sent to tidy up all gardens at a cost of £25 which will be deducted from the tenant's deposit. Any further works needed will be completed and deducted at the landlords discretion.
- (3.13) To immediately pay the Landlord or his Agent the value of replacement of any furniture or effects lost damaged or destroyed or at the option of the Landlord or his Agent replace immediately any furniture or effects lost damaged or destroyed, and not to remove or permit to be removed any furniture or effects from the Property
- (3.14) That the Landlord or any person authorised by the Landlord or his Agent may at reasonable times of the day on giving 24 hours' notice (except in the case of an emergency) enter the Property for the purpose of viewing or inspecting its condition and state of repair or for the purpose of repair, maintenance or repainting
- (3.15) Not to leave the property vacant for more than 28 consecutive days and to properly secure all locks and bolts to the doors, windows and other openings when leaving the property unattended. You should tell us if the property is going to be empty for more than seven days in a row.
- (3.16) To yield up the Property and Contents at the expiration or sooner determination of the tenancy in the same clean state or condition as they shall be in at the commencement of the tenancy. At the end of the tenancy a

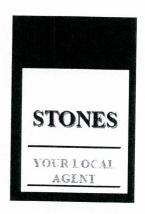




cleaner will be sent to the property to clean the interior of the property at a cost of £25 which will be deducted from the tenant's deposit. Any further cleaning needed will be completed and deducted at the landlords discretion.

- (3.17) To pay for any cleaning services that may be required to reinstate the Property to the same order that it was provided at the commencement of the tenancy including the washing or cleaning of all linen, bedding, carpets and curtains which shall have been soiled during the tenancy. The agent or landlord reserves the right to have the carpets deep cleaned and any supplied cooker professionally cleaned if necessary at the tenants expense and deduct the cost from the deposit at the end of the tenancy.
- (3.18) To leave the Contents at the end of the tenancy in approximately the same places in which they were positioned at the commencement of the tenancy
- (3.19) Not to alter or change or install any locks on any doors or windows in or about the Property or have any additional keys made for any locks without the prior written consent of the Landlord or his Agent
- (3.20) Not to use the property for any illegal or immoral purpose
- (3.21) To replace any glass in doors or windows broken or cracked during the tenancy
- (3.22) Not to glue stick or otherwise fix anything whatsoever to the exterior or interior of the Property without the Landlord's written consent
- (3.23) To keep the drains and guttering free from obstruction and the chimneys swept annually and at the end of the tenancy. Not to put sanitary ware down any toilets in the property and to pay all tradesmen costs that may arise should this be done
- (3.24) Not to introduce into the Property any portable heaters fired by liquid or bottled gas fuels without the prior written consent of the Landlord or to install any gas appliances without permission for safety reasons
- (3.25) Within seven days of receipt thereof to send to the Landlord all correspondence addressed to the Landlord or the owner of the Property and any notice order or proposal relating to the Property (or any building of which the Property forms part) given made or issued under or by virtue of any statute, regulation, order, direction or bye-law by any competent authority
- (3.26) To pay and compensate the Landlord in full for any reasonable costs expense loss or damage incurred or suffered by the Landlord as a consequence of any breach of the agreements on the part of the Tenant in this Agreement and to indemnify the Landlord from and against all actions claims and liabilities in that respect
- (3.27) To notify the Landlord or his Agent promptly of any disrepair damage or defect in the Property or of any event which causes damage to the Property or which may give rise to a claim under the insurance of the Property
- (3.28) To take all reasonable precautions to prevent damage by frost or freezing
- (3.29) That in order to comply with the Gas Safety Regulations it is necessary that the ventilators provided for this purpose in the Property should not be blocked, and that any brown or sooty build up on any gas appliance should be reported immediately to the Landlord or his Agent
- (3.30) That the Tenant shall be responsible for testing any smoke detectors fitted in the Property on a regular basis and replacing the batteries as necessary
- (3.31) That the tenant will permit the Landlord or any person authorised by the Landlord or the Landlord's Agent at reasonable hours in the daytime to enter and view the Property with prospective tenants or purchasers
- (3.32) That where the property is left unoccupied without prior notice in writing to the Landlord or Agent for more than 28 days and the Rent for this period is unpaid then the Tenant is deemed to have surrendered the Tenancy. This means that the Landlord may take over the property and re-let it
- (3.33) If you give us notice that you are going to leave the property before this agreement has ended, you must pay our reasonable costs for reletting the property as well as paying the rent until a new tenant moves in.
- (3.34) Only park vehicles on your parking space and without causing an obstruction
- (3.35) Pay the reasonable costs for replacing locks if you fail to return any key.





- (3.36) Pay any reasonable costs for getting replacement keys.
- (3.37) Defrost the fridge when necessary. You will be responsible for the reasonable cost of making good any damage that is caused because you have not done this.
 - (3.38) Not to do anything which may be a nuisance or annoy neighbours. You must not play any radio, CD, record player, television or musical instrument in a way that will cause a nuisance, annoy the neighbours or be heard outside your home between 11pm and 7.30am.
 - (3.39) Not to bring bicycles or motor cycles into the property without permission, in writing (which we will not unreasonably withhold).
 - (3.40) Not to tamper with any fire precautions.
 - (3.41) Not to display any permanent notice on the property.
 - (3.42) Not to block, or allow guests to obstruct, any of the shared areas.
- (3.43) Not to dry washing inside the property, except in a ventilated room suitable for such purposes.
 - (3.44) To return the keys of the Property to the Landlord or Agent on the agreed termination date or the end of the tenancy whichever is the sooner. The Tenant also agrees to pay for any reasonable charges incurred in securing the Property against re-entry where keys are not returned
 - (3.45) The Landlord may remove, store, sell or otherwise dispose of any furniture or goods which the tenant refuses or fails to remove from the property at the end of the tenancy. The tenant shall be responsible for all reasonable costs which the landlord may incur. The landlord shall be entitled to deduct such costs and any monies lawfully due to the landlord from any money realised from the disposal of such furniture.
 - (3.46) Should the tenant request that a repair be carried out to any of the appliances in the property, they should contact the Letting Agents in the first instance. If the repair is then found to be unnecessary or an error on the tenant(s) part, then the call out fee will be the responsibility of the tenant.
 - (3.47) Should the tenant wish to change utility providers, they must firstly ask the permission of the landlord then provide details of the new provider immediately to the landlord or the landlord's agent.
 - 4. The Landlord agrees with the Tenant that:
 - (4.1) Provided the Tenant shall pay the Rent and perform the agreements on his part already referred to, the Landlord shall permit the Tenant to have quiet enjoyment of the Property without interruption by the Landlord
 - (4.2) The Landlord will return to the Tenant any Rent payable for any period during which the Property may have been rendered uninhabitable by fire or any other risk for which the Landlord has insured
 - 5. The Landlord also agrees to carry out any repairing obligations as required by Sections 11 to 16 of the Landlord and Tenant Act 1985
- 6. By obtaining a court order, the Landlord may re-enter the Property and immediately thereupon the tenancy shall absolutely determine without prejudice to the other rights and remedies of the Landlord if the Tenant has not complied with any obligation in this Agreement or should the Rent be in arrears by more than fourteen days whether formally demanded or not
- 7. In this Agreement unless the context otherwise requires the following expressions shall have the following meanings:

"The Landlord" includes the persons for the time being entitled to the reversion expectant on determination of the tenancy

"The Tenant" includes the successors in title. Whenever there is more than one Tenant all covenants and obligations can be enforced against all of the Tenants jointly and against each individually

8. The parties further agree that:





- (8.1) Notice is hereby give that possession may be recovered under Ground 1, Schedule 2 of the Housing Act 1988 if applicable. That is, that the Landlord or any one of them if there are joint Landlords, used to live in the Property as his/her main home or intends to occupy the Property as his/her only or main home
- (8.2) Before the Landlord can end this tenancy, he shall serve any notice(s) on the Tenant in accordance with the provisions of the Housing Acts. Such notice(s) shall be sufficiently served if served in accordance with Section 196 of the Law of Property Act 19259. Currently the landlord will serve two month's notice to the tenant and the tenant will serve one month's notice to the landlord, on or prior to the date that the rent falls due.
- (8.3) On the commencement of the tenancy an inventory will prepared by either the Agent of the Landlord. A copy will be given to the tenant at the commencement of the tenancy. It is the tenants responsibility to check the inventory, making any amendments and return to the agent or the landlord(if not managed) within 7 days of the start of the tenancy. Failure to do this will be taken to assume agreement with the content of the inventory.
- If we need to serve any notice on you, we will deliver it by hand or send it to you by first class post to the property address. This means that notices are served on you once they are put through your letterbox, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice will be validly served at that address, if it is posted by first class post or left at that address. If you need to serve any notice on us, they must be delivered by hand or sent by post to the following address: Stones Estate Agents, Market Place, Botesdale, Suffolk IP22 1BT.
- 10. We may repossess the property if:
 - You (or any of you) become bankrupt
 - Any of the grounds listed in Schedule 2 of the Housing Act 1988 as amended under the Housing Act 1996 apply (these include not paying rent, breaking the tenancy term and causing a nuisance or annoyance)
- 11. The Property is let together with any special conditions listed in the First Schedule attached hereto

THE FIRST SCHEDULE (a separate sheet may be attached if necessary)

Special conditions:

X

1 Smoking is not permitted in this property

2. As agreed pets are not permitted in this property

Signed by the LANDLORD(S) (or Agent):

In the presence of Witness Name: FIONA ERITH

Address: DOVEDALE BACK HILLS, BOTESDALE DISS NORFOLK 1922104

Signed by the TENANT(S):

In the presence of Witness Name:

KATE

Address:

BUKY ST SUFFOCK

1831 3BD

Registered office: Faiers House, Gilray Road, Diss, Norfolk IP22 4WR Registered in England Company Registration Number: 6486525

Signature:

Juna Ent

Occupation: BEAUTICIAN

Signature:

Occupation:

