

THIS LEASE is made the 17<sup>th</sup> day of July 2024

**BETWEEN**

- (1) **AGB PROPERTIES (WOKING) LIMITED** (Company Number 04601109) whose registered office is at Maria House 31 Millers Road Brighton BN1 5NP ("the Landlord") and
- (2) **BRAILLARD TRAINING LIMITED** (Company Number 07308996) whose registered office is at Unit 10 George Street, Portslade, Brighton, BN41 1RA ("the Tenant")
- (3) **BARLOWS (PROPERTY SOLUTIONS) LLP** Company Number OC349543) whose registered office is at Unit 10 Tungsten Building, George Street, Southwick, BN41 1RA ("the Guarantor")

**NOW THIS DEED WITNESSES** as follows:-

**1 DEFINITIONS**

In this Lease where the context so admits:-

- 1.1 The expressions "the Landlord" and "the Tenant" shall include their respective successors in title
- 1.2 The following expressions shall have the following meanings:-

<b>"Determination of the Term"</b>	means determination of the Term whether by effluxion of time re-entry notice surrender Landlord's Break or any other means
<b>"Guarantor"</b>	Includes not only the person named above as the Guarantor but also any person who enters into covenants with the Landlord pursuant to clause 3.25.9
<b>"Group Company"</b>	means a company which is a member of the same group as the Tenant (or the Original Tenant) within the meaning of Section 42 of the Landlord and Tenant Act 1954
<b>"the Insured Risks"</b>	means fire storm earthquake explosion flood tempest (including lightning) explosion bursting of pipes overflowing of tanks impact (including impact of vehicles plant and machinery) aircraft (other than hostile aircraft) and other aerial devices or articles dropped therefrom riot and civil commotion and malicious damage subsidence heave and such other risks as are normally insured against under a comprehensive policy of insurance of property of a similar nature to the Premises (subject to the Premises being insurable against such risks at normal commercial rates) and property owners third party liabilities professional fees and demolition costs

and such other risks against which the Landlord shall from time to time reasonably desire to insure on satisfactory terms at a reasonable premium or the Tenant shall request the Landlord in writing to insure

**"the Interest Rate"**

means the yearly rate of interest of four per centum above the base rate for lending published by Barclays Bank UK pic from time to time or if such rate shall not be published at any time such other comparable rate of interest as the Landlord may then in writing reasonably specify having regard to interest rates current at such time

**"the Landlord's Surveyor"**

means any person or firm appointed by or acting for the Landlord (including an employee of the Landlord) to perform the function of the surveyor for the time being of the Landlord for any purpose of this Lease

**"Lease Rents"**

means the rents reserved and made payable in Clause 2 hereof

**"neighbouring property"**

means any premises adjoining or neighbouring the premises

**"the Planning Acts"**

means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any other present or future legislation regulating the development, use, safety and control of property and any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force

**"the Premises"**

means the premises described in the First Schedule and includes:-

- 1 the whole and each and every part of the premises;
- 2 any alterations additions and improvements thereto made by the Tenant during the Term;
- 3 all fixtures fittings and apparatus therein (other than tenant's or trade fixtures and fittings);
- 5 any Service Media that exclusively serve the Premises

**"Rent Commencement Date"**

means

18<sup>th</sup> January 2025



- "requisite notice"** means notice in writing to the Tenant four clear working days before any entry is made on the Premises or any part thereof save that in the case of emergency no notice shall be required
- "the Service Media"** means the existing and future gas and waterpipes water tanks cisterns drains sewers electric wires and cables ducts wastepipes conduits chimney flues and other service media and in the above the meaning of "future" Service Media is limited to those coming into existence during the Term
- "the Term"** means the term of years hereby granted
- "The 1954 Act"** means the Landlord & Tenant Act 1954 and all statutes, regulations and orders included by virtue of Clause 1.4
- "Uninsured Risks"** means a risk or an Insured Risk against which insurance cover is not generally available or ceases to be available for properties such as the Premises or is available only on terms or subject to conditions making it unreasonable in all the circumstances to effect insurance against that risk
- 1.3 Any covenant by the Tenant not to do any act or thing shall be deemed to include a covenant not to suffer or permit such act or thing
- 1.4 Any reference to any statute or any section of any statute shall include any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force (except any specific reference herein to the Town and Country Planning (Use Classes) Order 1987)
- 1.5 References to any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right by and in common with all persons authorised by the Landlord and all other persons having a like right
- 1.6 Where the Landlord or the Tenant for the time being are two or more individuals the terms the Landlord and the Tenant shall include the plural number and obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such individuals jointly and severally
- 1.7 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.8 The paragraph headings do not form part of this Lease and shall not be taken into account in the construction or interpretation
- 1.9 References to the "last year of the Term" include the last year of the Term if the same determines otherwise than by effluxion of time

- 1.10 Any consent or approval on the part of the Landlord required in relation to this Lease shall be in writing
- 1.11 Where the consent or approval of the Landlord is required or requested in relation to this Lease such provisions shall be construed as also requiring the consent or approval of any mortgagee except that no obligation is implied that such mortgagee shall not unreasonably refuse any consent

## 2. DEMISE

The Landlord demises the Premises with full title guarantee unto the Tenant together with the rights set out in the First Schedule but subject to the exceptions and reservations set out in the Second Schedule **TO HOLD** the same unto the Tenant for the term of 5 years commencing on *18 July* 2024 subject to the covenants and other matters referred to in the documents specified in the Fourth Schedule **YIELDING AND PAYING** to the Landlord:-

### 2.1 **FIRSTLY** the rent

2.1.1 from the Rent Commencement Date the rent of £38,250.00 per annum exclusive of VAT but which includes buildings insurance premium.

Such rent being paid without reduction by equal monthly payments in advance on the *18th* day of each month during the Term.

- 2.2 **SECONDLY** by way of further rent Value Added Tax (if applicable and only on production of a valid VAT invoice) on the rent hereinbefore reserved

## 3 **TENANT'S COVENANTS**

The Tenant covenants with the Landlord as follows

### 3.1 **Rents**

To pay the rents hereby reserved and made payable at the times and in the manner at and in which the same are respectively reserved and made payable without any deduction and if required by the Landlord such payments to be made by bankers order or credit transfer to such bank and account as the Landlord shall from time to time nominate

### 3.2 **Interest**

3.2.1 any rent firstly hereinbefore reserved hereby remaining unpaid for more than fourteen days after the due date (and in the case of the annual rent only whether formally demanded or not) to pay interest thereon at the Interest Rate calculated from the due date until payment

3.2.2 any other rent hereinbefore reserved or other moneys payable hereunder remaining unpaid for more than fourteen days to pay interest thereon at the Interest Rate calculated from the date of demand until payment

### 3.3 **Outgoings**

3.3.1 To pay and discharge or indemnify the Landlord against all existing and



future rates taxes duties charges assessments impositions liabilities and outgoings whatsoever whether Parliamentary parochial or otherwise which may at any time during the Term be charged levied or assessed or imposed upon the Premises or upon the owner or occupier thereof other than taxes payable in respect of rent or occasioned by any disposition of or dealing with the ownership of the reversion to this Lease

- 3.3.2 To pay for all drainage water gas electricity telephone and any other services or amenities of like nature used by or available to the Premises (including all standing charges) and to observe and perform all present and future regulations and requirements of the statutory supply authorities and to keep the Landlord indemnified against non-payment breach non-observance or non-performance thereof

### **3.4 Repair**

- 3.4.1 To repair maintain and (where beyond economic repair) renew and keep the Premises (except the roof for which the Landlord is responsible) and the Service Media exclusively serving the Premises in good and substantial repair and condition and to replace any of the Landlord's fixtures and fittings as shall from time to time be or become missing beyond repair or destroyed with others of a similar character and of equal value (damage by those of the Insured Risks from time to time insured against and Uninsured Risks excepted unless and to the extent that the policy or policies of insurance shall be or have been vitiated or payment of the insurance monies withheld in whole or in part in consequence of any act default or omission of the Tenant or its sub-tenants or any of them or its or their respective employees agents licensees or visitors)
- 3.4.2 The Tenant shall within 6 months of the date hereof undertake the works (Tenant Works) listed in the Fifth Schedule.
- 3.4.3 The Tenant shall not be required to put the remainder of the Property in any better condition and decoration than that recorded by a schedule of condition to be prepared by the Tenant and agreed by the Landlord following the completion of the Tenant's Works referred to in 3.4.2.

### **3.5 Decoration**

- 3.5.1 In the last year of the Term to paint with good quality paint and/or otherwise treat in a proper and workmanlike manner all the external parts of the Premises previously or requiring to be so painted or treated
- 3.5.2 In the last year of the Term to paint with good quality paint and with such painting to treat in a proper and workmanlike manner all the internal parts of the Premises previously or requiring to be so painted or treated

### **3.6 Windows**

To clean all the windows in the Premises both inside and out as often as may be necessary

### **3.7 To yield up**

To yield up the Premises to the Landlord at the Determination of the Term so

repaired painted treated and cleaned and (in the case of the Landlord's fixtures and fittings) if required by this lease replaced as aforesaid and having removed all tenant's or trade fixtures (making good nevertheless at the expense of the Tenant and to the reasonable satisfaction of the Landlord any damage to the Premises caused by such removal) and all furniture fittings papers and refuse of the Tenant and every moulding sill writing or painting of the name or business of the Tenant or other occupiers of the Premises

### **3.8 Entry**

To permit the Landlord at all reasonable times during normal working hours save in emergency during the Term upon requisite notice to enter the Premises:-

- 3.8.1 to view the Premises to ensure that nothing has been done or omitted therein constituting a breach of any of the covenants herein and to examine the state and condition of the Premises
- 3.8.2 to exercise any rights excepted and reserved to the Landlord the persons exercising such rights as soon as reasonably practicable making good all damage to the Premises occasioned thereby to the reasonable satisfaction of the Tenant

### **3.9 To remedy defects**

As soon as reasonably practicable to remedy repair and make good all breaches and defects in the Premises of which notice shall be given by the Landlord to the Tenant for which the Tenant is liable under this Lease and if the Tenant shall not within two months after service of such notice commence and thereafter proceed diligently to remedy repair or make good any such breaches to permit the Landlord to enter the Premises to remedy such default and breaches and to repay to the Landlord on demand the reasonable and proper cost thereof and all reasonable and proper expenses incurred in connection therewith together with interest thereon at the Interest Rate from the date or dates upon which the same shall have been paid by the Landlord until repayment by the Tenant

### **3.10 Shared costs**

~~To pay a reasonable proportion (in the case of dispute to be determined by the Landlord's Surveyor acting as an expert and not as an arbitrator) of the expense of repairing and maintaining all party walls and structures and Service Media and other easements used or to be used in common with the occupiers of the Premises and any neighbouring property~~

### **3.11 Alterations**

3.11.1 Not to erect any new building or structure upon the Premises

3.11.2 Not to:-

- 3.11.2.1 make any alteration to the external appearance of the Premises;
- 3.11.2.2 cut maim injure or make any alteration to any structural part of the Premises;



- 3.11.2.3 make any other alteration improvement or addition to the Premises or the internal layout or arrangement thereof

except with the previous consent in writing of the Landlord and in accordance with drawings and specifications previously submitted to and approved in writing by the Landlord **PROVIDED THAT** the Landlord may as a condition of giving any such consent require the Tenant to enter into such covenants with the Landlord as the Landlord may reasonably require with regard to the execution of any such works and the reinstatement of the Premises to their former state and condition

- 3.11.3 **PROVIDED THAT** notwithstanding anything herein contained the Tenant may without the prior consent of the Landlord:-

- 3.11.3.1 Carry out internal works of a non-structural nature, or any non-structural alteration or re-arrangement of the internal layout of the Premises;

- 3.11.3.2 erect and remove non-structural internal partitioning in the interior of the Premises;

- 3.11.3.3 (without prejudice to any obligation herein contained not to endanger or overload the same) make any alteration to any plumbing or electrical installations solely serving the Premises;

- 3.11.3.4 make any non-structural additions or alterations to the exterior and/or any fascia or fascia board at the Premises

- 3.11.4 Not to make any alteration or addition to the Service Media in or serving the Premises without the Landlord's prior written consent (not to be unreasonably withheld or delayed) nor to connect any apparatus thereto which might (in any such case) endanger or overload the same

### 3.12 **Nuisance**

Not to do or bring in or upon the Premises anything which shall constitute a legal nuisance

### 3.13 **Offensive and Prohibited uses**

Not to use the Premises for any noxious noisy hazardous offensive illegal or immoral act or purpose

### 3.14 **Public meetings**

Not to permit any public or political or religious meeting to take place on the Premises

### 3.15 **Discharge of effluent**

Not to permit any oil grease or other deleterious offensive or dangerous effluent or substance to pass from the Premises into any sewer drain or watercourse or other media and to make good to the reasonable satisfaction of the Landlord's Surveyor any damage caused by the passage of any such effluent or substance

### 3.16 **Rubbish**

Not to leave any rubbish or waste in any open part of or outside the Premises except in suitable dustbins or other covered receptacles

### 3.17 Insurance

- 3.17.1 Not to bring or permit to be brought into the Premises or to place or store or permit to be placed or stored or to remain in or about the Premises any article or thing which is or may become dangerous offensive combustible inflammable radioactive or explosive and not to carry on upon the Premises any trade or occupation nor to do any other thing which may make void or voidable the insurance of the Premises or any neighbouring property against the Insured Risks or in consequence of which the Landlord would or might be prevented from insuring the Premises or any neighbouring property at the ordinary rate of premium nor (save as referred to in Clause 3.17.2) without the prior consent in writing of the Landlord (which consent may be given subject to conditions) to do anything on the Premises which may render any increased or extra premium payable for such insurance
- 3.17.2 **PROVIDED THAT** the Tenant shall be at liberty in the ordinary and proper course of carrying on the Tenant's business on the Premises to store or bring upon the Premises any materials or liquid of a dangerous explosive or combustible nature or to do or continue or permit to be done or continue anything which does or may cause any increased premium to be payable on any policy of insurance maintained in respect of the Premises if and so long as insurers or underwriters shall accept the risk and so long as the Tenant shall comply with the provisions of any relevant statute or regulation for the time being in force and so long as the Tenant shall pay to insurers or underwriters or repay to the Landlord upon written demand the amount of every extra or increased premium which may become payable or which ought to be paid
- 3.17.3 To comply with all the requirements of the insurers and the fire authority in relation to the Premises and keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require
- 3.17.4 In the event of the Premises being destroyed or damaged by any of the Insured Risks and the insurance money under any policy of insurance effected thereon by the Landlord being by reason (wholly or in part) of any act neglect default or omission of the Tenant or its sub-tenants or any of them or its or their respective employees agents licensees and visitors wholly or partially irrecoverable to pay or reimburse to the Landlord the proportion of the insurance money rendered irrecoverable as aforesaid to the extent that the loss thereof shall have been caused by any such act neglect default or omission as aforesaid
- 3.17.5 In the event of the Premises or any part thereof being destroyed or damaged by any peril or risk whatsoever to give notice thereof to the Landlord as soon as such destruction or damage shall come to the notice of the Tenant

### 3.18 Tenant's own insurance

Not without the prior written consent of the Landlord to effect any insurance (other than of glass contents and the usual business risks) of the Premises.



### **3.19 Use**

Not to use the Premises for any purpose other than as offices within Use Class E and/or non-residential education and training within Use Class D.

### **3.20 Not to display advertisements**

Not at any time during the Term without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) to affix or exhibit or display in or upon any part of the Premises any flag thing or advertisement sign bill placard poster board flash light or other object which shall be visible from the outside of the Premises or hang place deposit or expose outside the Premises any goods articles or things for sale

### **3.21 Masts and Wires**

Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) to erect on the exterior of the Premises any poles masts or wires (whether in connection with wireless or television apparatus or otherwise).

### **3.22 Statutory Requirements**

3.22.1 To do and execute at the expense of the Tenant all such works and all such things as under or by virtue of any Act or Acts of Parliament are or shall be directed or necessary to be done or executed upon or in respect of the Premises or in respect of the Tenant's user thereof by the owner lessee tenant or occupier thereof and in particular but without prejudice to the generality hereof to comply with all such obligations as are imposed upon the owner lessee tenant or occupier under or by virtue of the Offices Shops and Railway Premises Act 1963 the Factories Act 1961 the Defective Premises Act 1972 the Fire Precautions Act 1971 the Health and Safety at Work etc Act 1974 and the Control of Pollution Act 1974 and as are applicable to the Premises or any use to which they are put and at all times to keep the Landlord indemnified against all claims demands expenses and liability in respect thereof

3.22.2 The Tenant will obtain any necessary Statutory Consents required and make such alteration as may be necessary and thereafter maintain the existing reciprocal Means of Escape from the Premises and any neighbouring property

### **3.23 Notices**

As soon as practicable after the receipt of notice of the same to give full particulars to the Landlord of any permission notice order or proposal for a notice or order relevant to the Premises or to the use or condition thereof or otherwise concerning the Tenant made given or issued to the Tenant or the occupier of the Premises by any Government Department Local or Public Authority and if so required by the Landlord to produce such permission notice order or proposal to the Landlord and also without delay to take all reasonable or necessary steps to comply therewith and also at the request and cost of the Landlord to make or join with the Landlord in making such objections and representations against or in respect of any such

notice order or proposal as aforesaid

### **3.24 Alienation**

- 3.24.1 Not to assign charge mortgage part with or share possession or occupation of any part or parts (as distinct from the whole) of the Premises or permit any company or person to occupy the same save by way of an assignment subletting charge or mortgage of the whole of the Premises to which the Landlord shall have consented as hereinafter provided (save as mentioned and permitted by Clause 3.24.19)
- 3.24.2 Not to Underlet part with or share possession or occupation of the whole of the Premises or permit any company or person to occupy the same save by way of a subletting of the whole as hereinafter provided (save as mentioned and permitted by Clause 3.24.19)
- 3.24.3 Not to execute any declaration of trust with regard to the Premises or this Lease
- 3.24.4 Not to grant any licence to occupy relating to the Premises
- 3.24.5 Not to underlet the whole or any part of the Premises as a dwelling nor to create or grant any residential tenancy of the same
- 3.24.6 Not to underlet the Premises at a fine or a premium or at a rent less than the open market rent for the Premises or Permitted Part
- 3.24.7 Not at any time to be a party or privy to any agreement or arrangement for commutation in whole or in part of any annual rent reserved and made payable on any underletting of the Premises or whereby such rent shall be payable more than one month in advance
- 3.24.8 Subject to and without prejudice to the generality of the foregoing and subject to the provisions of this clause not to assign transfer charge or mortgage the whole of the Premises or not to underlet the whole of the Premises without in each such case first obtaining the consent in writing of the Landlord which shall not be unreasonably withheld or delayed
- 3.24.9 If reasonable the Landlord may withhold its consent to an assignment unless the Tenant covenants by deed with the Landlord to guarantee the performance by the assignee of all covenants on the part of the tenant and conditions contained in this Lease in the terms set out in the Third Schedule other than paragraph 6 thereof (as if reference in the Third Schedule to "the Guarantor" were reference to the Tenant) save that such guarantee shall not impose any liability restriction or other requirement (of whatever nature) in relation to any time after the assignee is released from its covenants by virtue of the Landlord and Tenant (Covenants) Act 1995
- 3.24.10 The Landlord may withhold its consent to an assignment:-
  - 3.24.10.1 if at the date of the proposed completion of the assignment the Tenant has not paid the Rent due hereunder; or
  - 3.24.10.2 if the Tenant is unable to provide:



- 3.24.10.2.1 in the case of an assignment to a Limited Company accounts in respect of the proposed assignee's business acceptable to the Landlord (acting reasonably); or in the event that the assignee is unable to produce satisfactory accounts a guarantee of the performance of the tenant's obligations by at least one guarantor reasonably acceptable to the Landlord or a deposit of six months' rent if this is reasonable in all the circumstances
- 3.24.10.2.2 three references confirming that the proposed assignee is responsible and respectable and will be able to pay the rent and meet the other outgoings and liabilities arising under the Lease from any of the following namely a former landlord, bank, trade creditor, solicitor or accountant except where the financial status of the proposed assignee is such that it would be unreasonable for the Landlord to require such references; or accounts or guarantors or rent deposit
- 3.24.10.3 if notwithstanding sub-clause 3.24.10.2 the Tenant fails to demonstrate to the satisfaction of the Landlord (acting reasonably) that the proposed assignee is responsible and respectable and will be able to pay the rent and meet the other outgoings and liabilities arising under the Lease; or
- 3.24.10.4 unless (where it is reasonable so to require) in addition to the guarantee provided by the Tenant pursuant to clause 3.24.9 not more than two sureties acceptable to the Landlord (acting reasonably) act as sureties for the assignee in order to covenant jointly and severally with the Landlord that the assignee will pay the rents reserved by this Lease and perform and observe the covenants on the part of the Tenant and the conditions contained in this Lease and otherwise in the terms set out in the Third Schedule hereto (as if reference therein to "the Guarantor" were reference to such sureties) or such other terms as the Landlord reasonably requires; or
- 3.24.10.5 if the proposed assignee is a Group Company of the Tenant; or
- 3.24.10.6 unless the Tenant's solicitor shall have given an undertaking to pay the reasonable and proper costs of the Landlord's solicitor and the Landlord's surveyor plus VAT and proper disbursements in connection with the proposed assignment whether or not it proceeds to completion (except where the Landlord's consent is unreasonably withheld or delayed); or
- 3.24.10.7 if it is otherwise reasonable to do so
- 3.24.11 Upon the Landlord consenting to an underletting of the Premises to procure that the Underlease shall contain the following provisions (which the Tenant will not vary or waive but which the Tenant hereby undertakes to diligently operate and enforce at all times) :-
  - 3.24.11.1 an unqualified covenant on the part of the subtenant that the subtenant will not assign charge or mortgage any part or parts (as

distinct from the whole) of the premises demised by such underlease ("the Sub-demised Premises") and will not underlet or (save by way of an assignment charge or mortgage of the whole to which the Landlord shall have consented pursuant to the covenant referred to in the next subparagraph) part with or share possession of or permit any person or company to occupy the whole or any part of the Sub-demised Premises

- 3.24.11.2 a covenant on the part of the subtenant with the Landlord that the subtenant will not assign charge or mortgage the whole of the Sub-demised Premises without the previous consent in writing of the Landlord (which may be expressed to be not capable of being unreasonably withheld or delayed) and further that the subtenant will not assign the Sub-demised Premises other than to a respectable and responsible assignee shown to be such to the reasonable satisfaction of the Landlord
- 3.24.11.3 such covenants by the subtenant as to prohibit the subtenant from doing or suffering any act or thing upon or in relation to the Sub-demised Premises by the subtenant which will contravene any of the Tenant's obligations in this Lease
- 3.24.11.4 that pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the Landlord and Tenant Act 1954 Sections 24–28 inclusive are to be excluded in relation to the tenancy created by the underleasea condition for re-entry on breach of any covenant on the part of the subtenant
- 3.24.12 To obtain the approval of the Landlord to the form of any such underlease before granting the same such approval not to be unreasonably withheld or delayed
- 3.24.13 The Tenant shall not grant an underlease of the Sub-Demised Premises until the Landlord has acceptable evidence that
  - 3.24.13.1 the prospective landlord served notice on the prospective tenant pursuant to the provisions of the Landlord and Tenant Act 1954 Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and
  - 3.24.13.2 that the prospective tenant made a simple or (as appropriate) statutory declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and
  - 3.24.13.3 that the underlease is outside the security of tenure provisions of the Landlord and Tenant Act 1954.
- 3.24.14 Prior to any permitted subletting to procure that the subtenant enters into direct covenants with the Landlord as follows :-
  - 3.24.14.1 to observe and perform all the Tenants' covenants and all other provisions of this Lease (other than the payment of rents) during the residue of the Term



- 3.24.14.2 to pay the rents reserved by and to observe and perform all the tenant's covenants contained in the Underlease
- 3.24.14.3 covenants against alienation in the terms set out in Clauses 3.24.11.1 and 3.24.11.2
- 3.24.15 Not to vary the terms of or accept any surrender of any Underlease permitted under this Clause 3.25 (or agree so to do) without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)
- 3.24.16 The Tenant shall supply the Landlord with a copy of the simple or (as appropriate) statutory declaration (with the form of underlease) certified by solicitors as a true copy of the original for this purpose
- 3.24.17 In the event of any material breach non-performance or non-observance of any of the covenants conditions agreements and provisions contained or referred to in this Lease by any subtenant forthwith upon discovering the same to take and institute all necessary steps and proceedings to remedy such breach non-performance or non-observance
- 3.24.18 Upon every application for consent required by this Clause 3.25 to disclose to the Landlord such information as to the terms proposed by the Tenant or so as to establish the bona fides of the proposed assignee or subtenant as the Landlord may reasonably require
- 3.24.19 **PROVIDED THAT** the Tenant shall be at liberty without any licence or consent of the Landlord hereunder to part with or share possessions or occupation of the Premises or any part thereof to or with any company which is a Group Company of the Tenant on terms which shall not constitute any legal estate or interest tenancy or demise in or of the Premises or any part thereof
- 3.24.20 Whenever required by the Landlord to provide in writing full details of the actual occupation of the Premises

### 3.25 To Register Devolutions

Within one month of every assignment underlease charge or mortgage affecting the Premises or any devolution of the estate of the Tenant therein and every surrender terminating any derivative mediate or immediate estate or interest in the Premises or any devolution of such estate or interest to give notice in writing with particulars thereof to the Landlord's Solicitors and produce a certified copy of such assignment underlease or charge or the Probate of the Will or Letters of Administration or other document or evidence of such devolution or surrender and to pay to the Landlord's solicitors in respect of every such assignment underlease charge devolution or surrender a reasonable registration fee being not less than Fifty Pounds

### 3.26 Town and Country Planning

- 3.26.1 Not without the previous consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) in the case of any development of the Premises within the meaning of the Planning Acts for which the Landlord's consent could not be unreasonably withheld or



would not be required under this Lease to apply for any planning permission relating to the Premises and in the event of the Landlord lawfully attaching any conditions to such consent not to apply for any planning permission save in accordance with those conditions and in particular (but without prejudice to the generality of the foregoing) the Landlord shall be entitled to refuse any such consent if the giving of the same will or may cause any diminution in the value of the Landlord's reversionary interest in the Premises

- 3.26.2 If the Landlord reasonably so directs to make application to the relevant planning authority for a determination whether any alteration proposed by the Tenant requires permission under the Planning Acts and to give notice in writing to the Landlord of the decision of the relevant planning authority upon any such application and (where applicable) of the decision of the Secretary of State upon appeal therefrom within seven days thereof
- 3.26.3 At all times during the Term to comply in all respects with the Planning Acts in so far as the same relate to or affect the Premises
- 3.26.4 Subject and without prejudice to Clause 3.27.1 during the Term so often as occasion shall require at the expense of the Tenant to obtain from the relevant planning authority and/or any other competent public authority all such licences consents and permissions (if any) as may be required for the carrying out by the Tenant of any operations on the Premises or the institution or continuance by the Tenant thereon of any use thereof which may constitute development within the meaning of the Planning Acts
- 3.26.5 To pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by the Tenant of any such operation or the institution or continuance by the Tenant of any such use as aforesaid
- 3.26.6 Notwithstanding any consent which may be granted by the Landlord hereunder not to carry out or make any alteration or addition to the Premises or any change of use thereof (being an alteration or addition or change of use which is prohibited by this Lease or for which the consent of the Landlord is required to be obtained hereunder and for which a planning permission needs to be obtained) before a planning permission therefor has been produced to the Landlord and acknowledged by the Landlord to be satisfactory (such acknowledgement not to be unreasonably withheld or delayed) but so that the Landlord may refuse so to express satisfaction with any such planning permission on the grounds that the period thereof or anything contained therein or omitted therefrom in the reasonable opinion of the Landlord or its Surveyor would be or be likely to be prejudicial to the Landlord's interest in the Premises whether during the Term or following the expiration or determination thereof
- 3.26.7 Unless the Landlord shall otherwise in writing direct and if the Tenant decides to implement the said planning permission to carry out before the expiration or sooner determination of the Term any works stipulated to be carried out to the Premises as a condition of any planning permission which may have been granted during the Term whether or not the date by which the planning permission requires such works to be carried out falls within the Term



3.26.8 In any case where the permission for any development granted by the relevant planning authority has been granted subject to conditions the Landlord shall be entitled as a condition of giving consent to the carrying out of the works to require the Tenant to provide security for the compliance with the conditions imposed as aforesaid and the operation shall not be commenced until such security shall have been provided to the reasonable satisfaction of the Landlord

### **3.27 Landlord's Notices**

To permit the Landlord during the last six months of the Term to affix and retain without interference upon any suitable and conspicuous part of the Premises (but not so as to materially to affect the access of light and air to the Premises or the Tenant's use and enjoyment of the premises or the Tenant's business) a notice for reletting the same and at any other time during the Term to permit the Landlord to affix and retain as aforesaid and subject as previously mentioned a notice for the sale or disposal of the Landlord's interest in the Premises (but only in terms which shall make it apparent that it is not the business or the current tenancy which is for sale) and to permit persons with the written authority of the Landlord or the Landlord's agents upon requisite notice to view the Premises at reasonable times during normal business hours

### **3.28 Encroachments**

Not to stop up darken or obstruct any windows lights or openings on or belonging to the Premises and not knowingly to permit any encroachment upon the Premises or the acquisition of any new right to light passage drainage or other easement on over or under the Premises and to give notice to the Landlord of any threat of such encroachment or acquisition and at the Landlord's request to take proper action to prevent such encroachment or acquisition Provided that if the Tenant shall not take such proper action the Landlord may enter the Premises and take the same

### **3.29 Defective Premises**

As soon as reasonably practicable upon becoming aware of the same to give notice in writing to the Landlord of any defect in the state of the Premises which would or might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 and to indemnify and keep indemnified the Landlord from or against any loss claims actions costs or demands arising from a failure to give such notice

### **3.30 Value Added Tax**

To indemnify the Landlord or any other person in respect of the amount of any Value Added Tax or any other imposition of a like nature chargeable or payable in respect of any sums payable by the Tenant under any of the provisions of this Lease whether to the Landlord or such other person provided that in every case where VAT is chargeable the Tenant is supplied with a valid VAT invoice

### **3.31 Payment of costs and fees**

To pay to the Landlord all reasonable and proper costs charges and expenses (including Solicitors' Counsel's and Surveyors' and other professional costs and fees) reasonably and properly incurred by the Landlord :-



- 3.31.1 In any lawful proceedings relating to the Premises under Sections 146 or 147 of the Law of Property Act 1925 or the preparation and service of any lawful notice thereunder (whether or not a notice served under the said Section 146 is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)
- 3.31.2 Incidental to the preparation and service of any schedule of dilapidations if reasonably required at any time during or within 3 months after the Term
- 3.31.3 In connection with the recovery of arrears of rent or any other sums due from the Tenant under this Lease and
- 3.31.4 In connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease
- 3.31.5 In respect of any application for consent required under this Lease whether such consent be granted or lawfully refused or proffered subject to any lawful qualification or condition or whether the application be withdrawn PROVIDED ALWAYS that this shall not include any fees charges expenses or any other costs incurred by the Landlord where such consent is unlawfully withheld or delayed or the Landlord has otherwise acted unlawfully

### **3.32 Indemnity Against Loss and Claims**

To keep the Landlord indemnified from and against all expense loss actions proceedings claims demands costs and liability whatsoever arising from or in connection with any breach of covenant on the part of the Tenant herein contained or the use or state of repair or condition of the Premises or any works carried out at any time during the Term to the Premises or any act activity neglect or default by the Tenant or by any sub-tenants or by their respective servants or agents or by any persons in the Premises with the actual or implied authority of any of them or otherwise carried out committed or made on or from the Premises

## **4 LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant as follows

### **4.1 Quiet Enjoyment**

That the Tenant paying the rents reserved by this Lease on the days and in the manner thereby appointed for payment thereof and observing and performing the covenants and provisions contained herein and on the Tenant's part to be observed and performed shall and may peaceably and quietly hold and enjoy the Premises during the Term without any lawful interruption by the Landlord or any person rightfully claiming through under or in trust for it or by title paramount

### **4.2 Insurance**

- 4.2.1 Unless such insurance shall be vitiated or renewal shall be refused or payment of the whole or any part of the insurance monies shall be refused by reason (in whole or in part) of any act neglect default or omission of the Tenant its subtenants or any of them or its or their respective employees agents licensees or visitors the Landlord shall insure and keep insured with insurers or underwriters of repute and through such agency as the



Landlord shall from time to time reasonably decide :-

- 4.2.1.1 the Premises against loss or damage by the Insured Risks in such sum as shall from time represent the full reinstatement value thereof with provision for inflation to cover the period of rebuilding or reinstatement or such higher amount as the Tenant shall require by notice in writing to the Landlord and
- 4.2.1.2 loss of the first reserved rent for such period (but not more than three years nor less than two years) as may reasonably be required by the Landlord from time to time having regard to the likely period required for reinstatement of the Premises in the event of either partial or total destruction in an amount which would take into account reasonable estimates of potential increases of rent in accordance with the rent review provisions contained in the Third Schedule

to the extent that such cover may from time to time ordinarily be arranged for buildings of the type or class of the Premises with an insurer of repute

- 4.2.2 In the event of destruction of or damage to the Premises any means of access to them or the Service Media by any of the Insured Risks or Uninsured Risks and provided the policy of insurance shall not have been vitiated or payment of the policy monies refused in whole or in part as a consequence of any act or default of the Tenant or any undertenant or their respective servants agents or visitors the Landlord shall make application for all necessary consents and approvals and subject to the Landlord being able to obtain any necessary planning and bye-law consents and any other necessary permits licences consents and approvals the Landlord shall forthwith rebuild reinstate and make good, (as the case may be) the Premises any means of access to them or the Service Media with all reasonable speed when it is lawful so to do (except fixtures and fittings in respect of which the Tenant has not given written notice to the Landlord of the installation thereof or which the Landlord has not agreed to insure) and in case of rebuilding or substantial reinstatement this covenant by the Landlord shall be satisfied if the Landlord provides in the premises so rebuilt or reinstated accommodation as convenient and commodious as is reasonably practicable but not necessarily identical to the Premises as the same existed prior to such damage or destruction **PROVIDED ALWAYS THAT:-**

- 4.2.2.1 In case the Premises any means of access to them or the Service Media shall be destroyed or so substantially damaged by any of the Insured Risks as to be unfit for occupation or use and in the reasonable opinion of the Landlord's Surveyor reinstatement of the Premises in their existing form or layout would be (a) impractical or impossible for physical or legislative reasons or (b) economically unsound this Lease may at the option of either the Landlord or the Tenant be determined by giving to the other six months written notice (such notice to be given within six months after such destruction or damage)
- 4.2.2.2 If this Lease shall be determined pursuant to Clause 4.2.2.1 or frustrated or if the rebuilding or reinstatement of the Premises any means of access to them or the Service Media shall otherwise



prove impossible or be prevented by reason of the refusal of any planning consent or any other permit licence consent or approval necessary to execute such rebuilding or reinstatement the insurance monies received in respect of such damage or destruction (other than any such monies received in respect of loss of rent) shall be apportioned between and paid to the parties hereto in such proportions as they shall agree having regard to the values of their respective interests in the Premises on the date upon which such damage or destruction shall have occurred and if the parties shall fail to agree on the said apportionment within three months of the date upon which this Lease shall be determined as aforesaid or upon which it becomes established that the said rebuilding or reinstatement is prevented or frustrated as aforesaid the said apportionment shall be determined by a valuer (acting as an expert and not as an arbitrator) such valuer to be nominated in the absence of agreement by the President for the time being or his deputy of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant made after the expiry of the said period of three months

4.2.2.3 If in the event of the Premises any means of access to them or the Service Media being damaged or destroyed by any of the Insured Risks the Landlord shall not have been able to obtain all necessary licences consents and permissions from the relevant authorities for the reinstatement or rebuilding of the same or such rebuilding or reinstatement shall for any other reason beyond the control of the Landlord continue to be prevented or frustrated by the expiry of the period against which the Landlord shall be obliged to insure for loss of rent or if the Premises any means of access to them or the Service Media shall not have been reinstated by the date of the expiry of the period for which the Landlord shall have insured against loss of rent the Tenant may within the period of three months after the expiry of any such period serve notice in writing upon the Landlord determining this Lease whereupon this Lease shall determine but without prejudice to any right which either party may have against the other in respect of any antecedent breach of covenant

4.2.2.4 If during the Term the Premises or a substantial part of them shall be damaged or destroyed by an Uninsured Risk so as to make the Premises or a substantial part of them unfit for occupation and use or inaccessible the Landlord may within one year of the date of such damage or destruction serve a notice on the Tenant confirming that it will reinstate the Premises so that the Premises shall be made fit for occupation and use or made accessible and if the Landlord fails to serve such a notice the Lease shall automatically end on the date one year after the date of such damage or destruction

4.2.3 The Landlord shall:-

4.2.3.1 whenever required (but not more frequently than once in every year) produce to the Tenant the policy or policies of such insurance as is required to be effected hereunder by the Landlord or written evidence thereof and of the terms thereof and the receipt



for or evidence of the payment of the last premium therefor

- 4.2.3.2 notify the Tenant of any change in the risk covered by the said policy or policies from time to time

- 4.3 The Landlord shall put and keep the roof of the Premises in a wind and water tight condition.

## **5 PROVISOS**

The demise hereby created is subject to the following provisos agreements and declarations:-

### **5.1 Re-entry**

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term:-

- 5.1.1 the rents reserved hereby or any part thereof shall be unpaid for fourteen days after becoming payable (and in the case of the annual rent whether formally demanded or not) or
- 5.1.2 any material covenant or obligation on the Tenant's part or condition contained herein shall not be materially performed or observed or
- 5.1.3 the Tenant being a Company :-
  - 5.1.3.1 shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect) or
  - 5.1.3.2 shall pass a resolution for winding up (save as aforesaid) or
  - 5.1.3.3 shall have a receiver or administrative receiver or administrator appointed or
  - 5.1.3.4 shall suffer a petition to be presented for an administration order in relation to it or
- 5.1.4 the Tenant being an individual or being more than one individual any one of them shall
  - 5.1.4.1 have a receiving order made against him or
  - 5.1.4.2 become bankrupt or
  - 5.1.4.3 have a receiver appointed under the Mental Health Act 1983 or
- 5.1.5 the Tenant or if there shall be more than one tenant any of them shall
  - 5.1.5.1 enter into an arrangement or composition with or for the benefit of his or its or their creditors or
  - 5.1.5.2 suffer any distress or execution to be levied on his its or their goods

then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or any conditions contained in this Lease

**5.2 Suspension or abatement of rent**

If the Premises any means of access to them or the Service Media or any part thereof shall at any time during the Term be destroyed or so damaged by any of the Insured Risks as to be unfit for occupation or use the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall from the date of such damage or destruction be suspended and cease to be payable but so that this provision shall only apply during the period for which the Landlord has insured against loss of rent and in respect of rent the loss whereof shall be effectively covered by such insurance and any dispute concerning this provision shall be determined by a single arbitrator in accordance with the provisions of the Arbitration Acts 1996

**5.3 Exclusion of implied rights**

Nothing herein contained shall operate expressly or impliedly to confer upon or grant to the Tenant any easement right privilege liberty or advantage other than those expressly granted by this Lease and set out herein

**5.4 Landlord's surveyor**

The Landlord's Surveyor in determining any matter as between the Landlord and the Tenant which falls to be determined by the Landlord's Surveyor hereunder shall act fairly and impartially and as an expert and shall afford to each of the parties hereto an opportunity to make written representations to him and shall pay reasonable regard to any such representations which are so made and shall provide written reasons for arriving at his decision

**5.5 Statutory Compensation**

Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement the Tenant shall not be entitled to claim from the Landlord on quitting the Premises or any part thereof any compensation under the Landlord and Tenant Act 1954

**5.6 Landlord's liability in damages**

The Landlord shall not be liable or responsible to the Tenant for any loss injury or damage which may at any time during the Term be sustained by the Tenant or by the Tenant's servants visitors or licensees (either personally or to their property including the Premises) caused by any act neglect default or misfeasance of the Landlord or its servants employees agents or independent contractors

**5.7 Waiver**

The demand for and/or the acceptance of rent by the Landlord or its agents shall not constitute and shall not be construed to mean a waiver of any of the covenants on the part of the Tenant contained in this Lease or of the penalty attached to the



non-performance thereof

## **5.8 Service of Notices**

Any demand or notice required or authorised to be given or served hereunder shall be sufficiently served if addressed to the appropriate party or parties and left at or sent through the first class post by pre-paid letter to the last known place or places of business or as the case may be registered office or offices of such party or parties in England or in the case of the Tenant the Premises Any demand or notice sent by post in accordance with the terms of this Clause shall be conclusively treated as having been given or served forty eight hours after posting **PROVIDED THAT** any demand which is required or authorised to be served hereunder or by statute upon the Original Tenant shall (notwithstanding any provision elsewhere herein to the contrary) only be deemed to be served if addressed to the Original Tenant and left at or sent by registered or recorded delivery or ordinary first class pre-paid post to the Original Tenant at the registered office of the Original Tenant

## **5.9 Exclusion of warranty as to permitted use**

Nothing herein contained shall imply or warrant that the Premises may in accordance with the Planning Act or otherwise be used for the use hereby permitted and the Tenant acknowledges that the Landlord has not given or made any representation or warranty that such use is or will be or will remain a permitted use under the Planning Acts or otherwise

## **5.10 Disputes between Neighbours**

In case any disputes shall arise between the Tenant and or any other tenant or occupier of any neighbouring property belonging to the Landlord in connection with any casement right or privilege or other matter the same shall (if the Landlord shall reasonably think fit) be determined by the Landlord's Surveyor acting fairly and impartially as an expert but not as an arbitrator and the Tenant will submit to and abide by every such determination

## **6. Landlord's Options to Determine**

6.1 If the Landlord wishes to determine this Lease on 25<sup>th</sup> July 2026 and shall give to the Tenant not less than 6 months' notice in writing then upon the expiry of such notice the Term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

6.2 If the Landlord wishes to determine this Lease at any time after 25 July 2026 and shall give to the Tenant not less than 12 months' notice in writing then upon the expiry of such notice the Term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

6.3 If this Lease is determined in accordance with clause 6.1 or 6.2 then the Landlord will refund to the Tenant the proportion if paid in advance in respect of the period after the Break Date.

## **7 Exclusion of the 1954 Act Sections 24–28**

### **7.1 Notice and declaration**

On 12/7/ 2024 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on 17/7/ 2024 the Tenant made a statutory declaration pursuant to schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

## 7.2 Agreement to exclude

Pursuant to the provisions of the 1954 Act Section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the parties agree that the provisions of the 1954 Act Sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease.

**IN WITNESS** whereof the parties hereto have executed this Lease the day and year first before written

### FIRST SCHEDULE

(The Premises)

All those office premises at Freeman House, Ellen Street, Portslade, BN41 1DW and 9 car parking spaces adjoining as the same are for the purpose of identification only shown edged red on the plans annexed.

**TOGETHER WITH** the following rights:-

1. The full and free right to use all Service Media in all the neighbouring property serving the Premises
2. The right to support shelter and protection from any part of any neighbouring property giving support shelter or protection to the Premises at the date of this Lease
3. The right in common with the Landlord and all others entitled to the like right upon requisite notice (except in the case of emergency) to enter other parts of any neighbouring property (where the Tenant cannot otherwise reasonably carry out such work on the Premises) in order to cleanse maintain repair renew rebuild relay or replace the Premises the Service Media serving the Premises or any part thereof giving support shelter or protection to the Premises the Tenant making good any damage so caused and causing as little interference as possible.

### SECOND SCHEDULE

(Exceptions and Reservations)

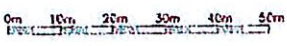
There is excepted and reserved to the Landlord the following rights:-

1. The right to enter upon the Premises on giving requisite notice to the Tenant (except in case of emergency or as otherwise provided in this Lease) for all or any of the purposes mentioned in this Lease.
2. The right to enter upon the Premises on giving requisite notice to the Tenant (except in case of emergency) to: -
  - 2.1 inspect clean connect repair remove relay replace with others the Service Media over which such rights as are referred to in paragraph 4 of this Schedule are





NORTH



PLAN 1

**NOTES:**

1. All dimensions are in mm and must be checked on site.
2. Drawings are to be read in conjunction with accompanying documents.
3. Any errors or inaccuracies should be brought to the attention of Grumit Wade.
4. This drawing is the copyright of Grumit Wade.

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**grumitwade**  
ARCHITECTS & PLANNERS

**RICS**

**Client Name**  
AGB Woking

**Address**  
Freeman House, Ellen Street, Brighton BN41 1DW

**Drawing Title**  
Site Plan

**Drawing Reference**  
SMH/01/EllenSt

**Date**  
21/01/20

**Scale**  
1:1250

**Project**  
M4

**Drawn By**  
SMH

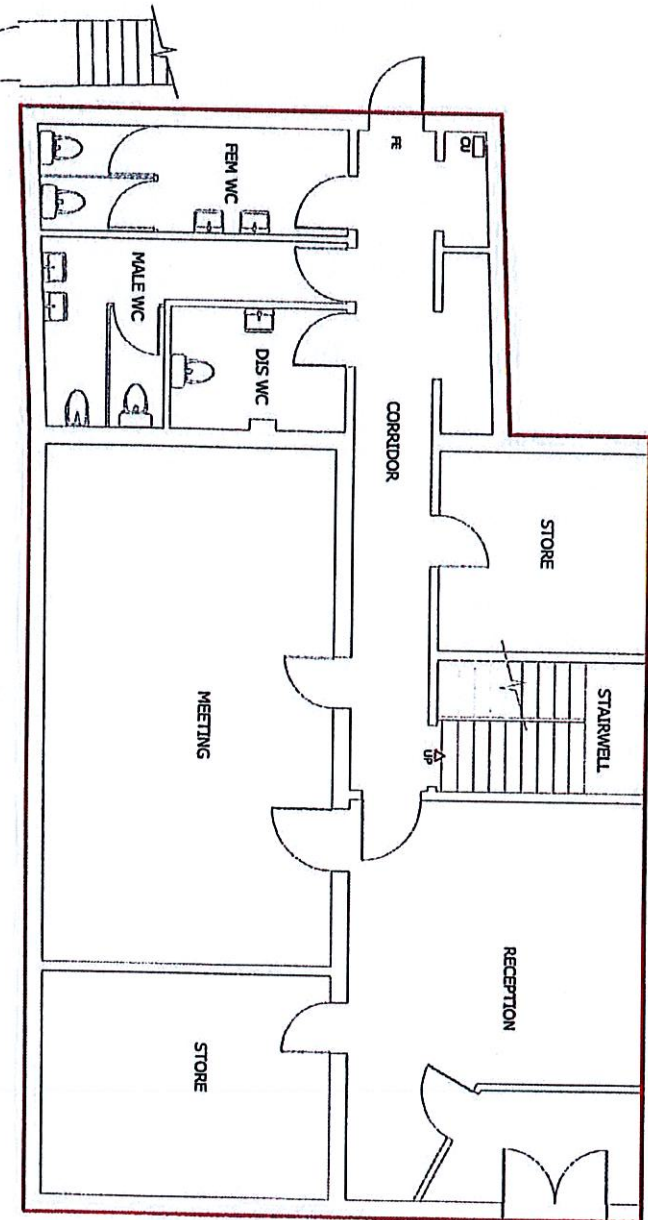
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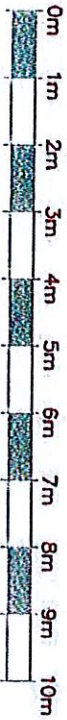




PLAN A



GROUND FLOOR



**NOTES:**

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2. Drawings are to be used in conjunction with accompanying documents.
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4. This drawing is the copyright of Gurnitwade.

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**Client Name:** AGS Wolding

**Address:** Freeman House, Ellen Street, Brighton BN4 1DW

**Drawing Title:** Ground Floor Plan

**Drawing Reference:** SHW/02/Elle-St

**Scale:** 1:100

**Author:** A4

**Drawn By:** SMH

**Rev:** A

**Date:** 21/01/20

**Division:**

**Logos:** Gurnitwade, RICS, C.I.A.T.





13/11



**NOTES:**

1. All evaluations are in mm and must be printed on 50g.
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**guinness**  
information

**RICS**  
CIAT

**Case Name** AGS Wedding

**Address** Freeman House, Ellen Street, Brighton BN41 1DN

**Drawing Title** First Floor Plan

**Drawing Reference** SHH/02/01/ENRSC

**Date** 22/01/20

**Scale** 1:100

**Type** M4

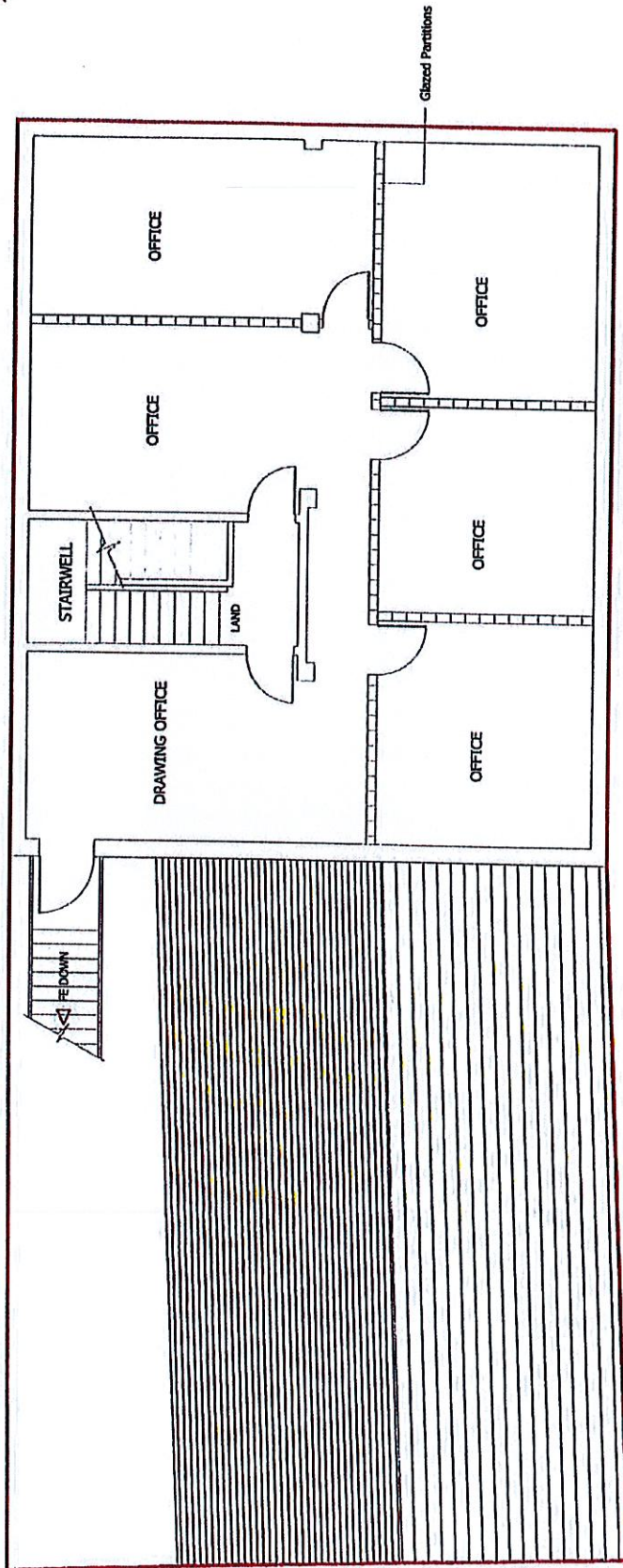
**Drawn by** SHH

**Acq** A

**Direction**







## SECOND FLOOR

**NOTES:**

1. All dimensions are in mm and must be checked on site.
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Email: [info@grumitmade.com](mailto:info@grumitmade.com)

**Client Name:** AGS Woking

**Address:** Freeman House, Ellen Street, Brighton BN1 1OW

**Drawing Title:** Second Floor Plan

**Drawing Number:** SHM/04/000000

**Date:** 21/01/20

**Scale:** 1:100

**Drawn by:** SHM

**Key:** A

**Grumitmade** **RICS** **CIAT**



PLAN C.





NORTH

Warehouse

Depot

Yard

Yard

Blue line denotes shared area  
to allow route of fire escape

FREEMAN  
HOUSE

RED LINE DENOTES DEMISE  
OF OWNERSHIP AT GROUND  
FLOOR.  
FOR GROUND, FIRST AND  
SECOND FLOOR PLANS AND  
DEMISE REFER TO DWG.No.  
S1402, S1403, S1404/E1405

ELLEN STREET

Factory

W

0m 5m 10m 15m 20m 25m 30m 35m 40m 45m 50m

PLAN D

**NOTES:**

1. All drawings are in A3 and must be placed on A3.
2. Drawings are to be read in conjunction with accompanying documents.
3. All drawings are to be read in conjunction with accompanying documents.
4. The drawing is the copyright of Gurnitivade.

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enjoyed as at the date hereof provided that the person carrying out such works as soon as reasonably practicable make good any damage so caused to the Tenant's reasonable satisfaction and cause as little interference as possible

- 2.2 view the state and condition and repair of the Premises where such viewing would not otherwise be reasonably practicable
- 3 The right to enter upon the Premises during normal working hours on giving requisite notice to the Tenant together with any appointed surveyor to value the Premises for rent review purposes
- 4 Such free and uninterrupted rights of passage and running of water soil gas electricity telephone and other services or supply from and to other parts of the neighbouring property in and through the Service Media as are enjoyed at the date of this Deed by such neighbouring property over the Premises
5. The right together with the Landlord's adjoining tenants to a right of way for persons and vehicles over the land coloured blue on the plan annexed

### **THIRD SCHEDULE**

#### **(Guarantor Covenants)**

1. That as between the Guarantor and the Landlord the liability of the Guarantor will be as principal debtor and covenantor
2. That the Tenant will at all times during the Term (and as well after as before any disclaimer of this Lease) duly and punctually pay the rents as herein provided and will observe and perform all the tenant's covenants and the conditions contained in this Lease
3. That if at any time during the Term the Tenant defaults in paying any of the rents or in observing or performing any of the covenants and conditions contained in this Lease the Guarantor will pay such rents and observe and perform the covenants or conditions in respect of which the Tenant is in default and pay and make good to the Landlord on demand all losses damages costs and expenses sustained by the Landlord through the default of the Tenant notwithstanding :-
  - 3.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of rents or the observance or performance of the Tenant's covenants or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the Premises
  - 3.2 that the terms of this Lease may have been varied by agreement between the Landlord the Tenant and the Guarantor
  - 3.3 that the Tenant may have surrendered part of the Premises in which event the liability of the Guarantor hereunder shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925

- 3.4 that the Tenant may have ceased to exist
- 3.5 any other act or thing whereby but for this provision the Guarantor would have been released
- 4 If at any time during the Term the Tenant (being an individual) becomes bankrupt or  
(being a company) goes into liquidation and the trustee in bankruptcy or liquidator disclaims this Lease then this Schedule will remain in full force and effect notwithstanding such event and the Guarantor will if the Landlord shall by notice in writing within three months after such disclaimer so requires take from the Landlord a lease of the Premises for a term commensurate with the residue of the Term which would have remained had there been no disclaimer at the same Rent then being payable and subject to the same covenants and conditions as are reserved by and contained in this Lease the said lease to take effect from the date of the said disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Landlord a counterpart thereof
5. The parties agree that this guarantee shall only subsist for such period and extend to such liabilities restrictions and other requirements (of whatever nature) as are permitted by the Landlord and Tenant (Covenants) Act 1995
6. That the Tenant will perform and observe any obligations imposed on the Tenant under any Authorised Guarantee Agreement (as defined in the Landlord and Tenant (Covenants) Act 1995) entered into by the Tenant on assignment of this Lease
- 7 If at any time any one or more provisions of this guarantee is or becomes invalid illegal or unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not be in any way affected or impaired thereby

#### **FOURTH SCHEDULE**

(Deeds to which demise is subject)

The matters contained or referred to in the entries in the property and charges registers (other than financial charges) of the Landlord's registered title no. SX53525 so far as the same affect the property and are capable of being enforced.

#### **FIFTH SCHEDULE**

##### **TENANT'S WORKS**

1. Rubbish clearance – clear all rooms of furniture and equipment
2. Decorating – wash down walls, fill holes and apply 2no coats of white emulsion to the walls and previously painted ceilings.
3. Builders' clean – to be undertaken following completion of works.



**EXECUTED** as a **DEED** by  
**ABG PROPERTIES (WOKING) LIMITED**  
in the presence of:

Director

**EXECUTED** as a **DEED** by  
**BRAILLARD TRAINING LIMITED**  
in the presence of:



Director



**M Hastilow**  
**Engleharts Solicitors**  
**Vallance Hall, Hove Street**  
**Hove East Sussex**  
**BN3 2DE**





## Statutory Declaration Prior to Agreement Excluding Security of Tenure

I DAYNA BARLOW-SPENCER  
of BRAILLARD TRAINING LIMITED, Unit 10 George Street, Portslade, Brighton, BN41 1RA  
do solemnly and sincerely declare that:-

1. Braillard Training Limited (company number 07308996) proposes to enter into a tenancy of premises at Freeman House, Ellen Street, Portslade, Brighton, BN41 1DW for a term commencing on 2024
2. The Tenant proposes to enter into an agreement with AGB PROPERTIES (WOKING) LIMITED that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
3. The landlord has served on the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
4. The tenant has read the notice referred to in paragraph 3 above and accept[s] the consequences of entering into the agreement referred to in paragraph 2 above.
5. I am duly authorised by the tenant to make this declaration.

Signed 

To: BRAILLARD TRAINING LIMITED (company number 07308996) Unit 10 George Street, Portslade, Brighton, BN41 1RA

From: AGB PROPERTIES (WOKING) LIMITED (company number 04601109) Maria House, 35 Millers Road, Brighton, BN1 5NP





## IMPORTANT NOTICE

**You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.**

Business tenants normally have security of tenure- the right to stay in their business premises when the lease ends.

**If you commit yourself to the lease you will be giving up these important legal rights.**

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease you will have no right to ask the court to fix the rent

It is therefore important to get professional advice- from a qualified surveyor, lawyer or accountant- ~~before~~ agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at lease 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

**But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).**

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

DECLARED at

St Mary's House, on Mary's Road, Shoreham-by-Sea, West Sussex  
this 17<sup>th</sup> day of July 2024

Before me

A commissioner for oaths or A solicitor empowered to administer oaths or (as appropriate)

Page 2 of 2

ROBERT MARK SIMON  
SOLICITOR - SRA No 116408  
ROBERT SIMON & CO  
ST MARY'S HOUSE, ST MARY'S ROAD  
SHOREHAM BY SEA  
WEST SUSSEX BN43 5ZA

