

**These are the notes referred to on the following official copy**

Title Number WSX404780

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Dated

27<sup>th</sup> November 2018

WE HEREBY CERTIFY THIS TO BE A  
TRUE AND COMPLETE COPY OF THE  
ORIGINAL DOCUMENT

ANDERSON ROWNTREE  
DATE:

4/12/18

*Treevy*

---

**LEASE OF Wisteria House,  
Market Square, Petworth,  
West Sussex GU28 0AJ**

---

Clapham & Collinge LLP Solicitors  
St Catherine's House  
All Saints Green  
Norwich  
NR1 3GA

(DX 5212)

(Ref: HB/O00030/2)

## LAND REGISTRY PRESCRIBED CLAUSES

LR1. Date of lease

27th November 2018

LR2. Title number(s)

LR2.1 Landlord's title number(s)

None

LR2.2 Other title numbers

None

LR3. Parties to this lease

**Landlord**

Nicholas Ralph Oglethorpe of 15 Poplar Avenue, Eaton, Norwich and Barrie Launchbury Masterson of The Retreat, Bungay Road, Hempnall and Margaret Lesley Masterson of 16 Limetree Road Norwich

**Tenant**

Christopher John Duncan Wise and William John Stisted both of Wisteria House, Market Square, Petworth, West Sussex

**Other parties**

None

LR4. Property

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

As specified in this lease at clause 1.10

LR5. Prescribed statements etc.

***LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.***

Not applicable

***LR5.2 This lease is made under, or by reference to, provisions of:***

Not applicable

LR6. Term for which the Property is leased	From and including 1 January 2019 to and including 31 December 2033
LR7. Premium	None
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p><b>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</b> None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b> None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b> None</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b> None</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b> None</p>
LR12. Estate rentcharge burdening the Property	None

**LR13. Application for standard form of restriction**

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number ]  
N/A

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

The Tenant is more than one person. They are to hold the Property as Trustees of Land.

## **LEASE**

DATE: as in LR1

PARTIES:

- (1) The Landlord as in LR3 and
- (2) The Tenant as in LR3

## **PART A INTRODUCTION**

### **1 Definitions**

In this Lease:

#### **1.1**

‘Conducting Media’ means all drains, channels, sewers, flues, conduits, ducts, pipes, wires, cables, watercourses, gutters, soakaways, and all fixings, covers, and other ancillary apparatus; and references to Conducting Media being ‘in’ or ‘on’ include Conducting Media in, on, under, over, or through

#### **1.2**

‘Energy Performance Certificate’ means a certificate as defined in Regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) and  
‘Recommendation Report’ means a report as defined in Regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)

#### **1.3**

‘Exterior Decorating Years’ means the calendar years 2023 and 2027

#### **1.4**

‘Initial Rent’ means £26,250 per year exclusive and ‘Rent’ means the Initial Rent or the rent agreed or determined under clause 6

#### **1.5**

‘Insolvent’ means:

##### **1.5.1**

in relation to a corporation any of the following:

- it is deemed unable to pay its debts as defined in the 1986 Act section 123

- a proposal is made for a voluntary arrangement under Part I of the 1986 Act
- a petition is presented for an administration order under Part II of the 1986 Act
- a receiver, administrative receiver, or manager, is appointed (including a receiver appointed under the 1925 Act section 101)
- it goes into liquidation as defined in the 1986 Act section 247(2) (other than a voluntary winding up solely for the purpose of amalgamation or reconstruction of a solvent company)
- a provisional liquidator is appointed under the 1986 Act section 135
- a proposal is made for a scheme of arrangement under the Companies Act 1985 section 425
- it is dissolved or is removed from the Register of Companies (whether or not capable of reinstatement)

#### **1.5.2**

in relation to an individual any of the following:

- an application is made for an interim order or a proposal is made for a voluntary arrangement under Part VIII of the 1986 Act
- a bankruptcy petition is presented to the court
- he enters into a deed of arrangement
- a receiver of the income of the Premises is appointed under the 1925 Act section 101

#### **1.6**

‘Insurance Commencement Date’ means 1 January 2019

#### **1.7**

‘Interior Decorating Year’ means the calendar year 2023

#### **1.8**

‘Permitted Use’ means as offices

#### **1.9**

‘Plan’ means the plan (if any) annexed to this Lease

#### **1.10**

‘Premises’ means all those office premises situated and known as Wisteria House Petworth West Sussex GU28 0AJ shown edged red on the plan annexed including:

- any building or other structure now on the Premises or erected there during the Term (‘Building’)
- all fixtures and fittings (whether or not fixed at the beginning of the Term) at the Premises

- all Plant and Conducting Media on the Premises
- all additions alterations and improvements to the Premises

#### **1.11**

'Rent Commencement Date' means 1 January 2019

#### **1.12**

'Review Dates' means 1 January 2024 and 1 January 2029 and  
'Review Date' means any one of the Review Dates

#### **1.13**

'Term' means the period of years specified in LR6 but:

- if after the expiry of this period there is a period of holding over extension or continuance Term will be construed as including that period and all obligations of a periodical nature will continue to apply at the same intervals as those specified in this Lease and
- references to this Lease coming to an end or to the expiry of the Term or to the last year of the Term are to the end of the Term and the last year of the Term however the Term comes to an end whether by effluxion of time or in any other way including determination by forfeiture

- 1.14** 'Uninsured Risk' means any risk which does not fall within the risks specifically identified in clause 18.1.1 of this lease or a risk which does fall within the risks specifically identified in clause 18.1.1 of this lease but against which the Landlord has not insured, but a risk against which the Landlord has insured does not become an Uninsured Risk for the purposes of this lease by reason of the rejection by the insurer of liability or some part of it due to vitiation by the Tenant or any person at the Premises with the actual or implied authority of the Tenant.

#### **1.15**

'VAT' means value added tax and any tax of a similar nature substituted for it or in addition to it

## **2 Legislative references**

In this Lease:

#### **2.1**

'1925 Act' means the Law of Property Act 1925

#### **2.2**

'1954 Act' means the Landlord and Tenant Act 1954



**2.3**

'1986 Act' means the Insolvency Act 1986

**2.4**

'1995 Act' means the Landlord and Tenant (Covenants) Act 1995

**2.5**

'Planning Acts' means Town and Country Planning Act 1990  
Planning (Listed Buildings and Conservation Areas) Act 1990  
Planning (Consequential Provisions) Act 1990 Planning  
(Hazardous Substances) Act 1990 Planning and Compensation  
Act 1991

**2.6**

references to a particular statute or part of it ('statutory reference')  
include anything (for example a notice direction order licence  
regulation bye-law rule and condition) deriving effect from any  
statute ('derivative legislation') and refer to that statutory reference  
as it may have been extended modified amended or re-enacted by  
the date upon which its construction is relevant for the purposes of  
this Lease and not in the form that it was when originally enacted  
or as at the date of this Lease

**2.7**

references generally to 'statute' or 'statutes' include derivative  
legislation and any regulation or other legislation of the European  
Union that is directly applicable in the United Kingdom and include  
existing statutes and those that come into effect during the Term

**3 Interpretation**

In this Lease:

**3.1**

'Landlord' includes the person from time to time entitled to  
possession of the Premises when this Lease comes to an end but  
no person who has been released by the 1995 Act from its  
obligations under this Lease shall remain liable after that release

**3.2**

'Tenant' includes the person in whom the tenant's interest under  
this Lease is from time to time vested

**3.3**

'this Lease' includes (except where the contrary is indicated) any  
document supplemental or collateral to this document or entered  
into in accordance with this document

**3.4**

'Losses' includes all liabilities incurred by the Landlord all damage and loss suffered by it and all damages awarded against it all claims demands actions and proceedings made or brought against it and all costs disbursements and expenses incurred by it

### **3.5**

references to the base lending rate are to the base lending rate of Barclays Bank plc or if that rate has been abolished to the equivalent rate that has replaced it or if none to the rate of interest most comparable with the base lending rate to be conclusively determined by the Landlord's surveyor

### **3.6**

references to 'party' or 'parties' mean the Landlord and Tenant or either of them but in the absence of a specific provision to the contrary do not include any guarantor

### **3.7**

whenever the Landlord the Tenant or any guarantor consists of more than one person any obligation of or to that party is of or to those persons separately all together or in any combination

### **3.8**

words importing one gender include all genders and words importing the singular include the plural and vice versa

### **3.9**

any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done

### **3.10**

the headings are for locating references in the text and are not to be taken into account in interpretation

## **4 Letting and Tenant's Right to Break**

### **4.1**

The Landlord with full title guarantee lets the Premises to the Tenant for the Term

### **4.2**

The Tenant may end this Lease on either 31<sup>st</sup> December 2024 or 31<sup>st</sup> December 2029 by serving on the Landlord not more than 12 months and not less than six months prior notice in writing to that effect and upon expiry of such notice this Lease shall end it being agreed that:

- the right to end this Lease shall be conditional upon the Tenant giving back the Premises free of the Tenant's occupation and the occupation of any other lawful occupier and without continuing

underleases on or before the date upon which the Tenant's notice to end this Lease ends

- the rent and all other payments of a periodical nature shall be payable up to and including the date that this Lease ends
- the ending of this Lease shall be without prejudice to the rights of either party in respect of any antecedent breach of this Lease
- the right to end this Lease is independent of any rent review provisions contained in this Lease and shall not make time of the essence in respect of any such rent review provisions

## **PART B     RENT**

### **5        Rent**

The Tenant covenants with the Landlord to pay the Rent without any deduction or set-off by equal quarterly payments in advance on the 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October each year and:

- the first payment is for the period beginning on the Rent Commencement Date and ending on the day before the next quarter day
- the first payment is due on the date of this Lease or on the Rent Commencement Date whichever is the later
- Rent for a period of less than a year is to be apportioned on a daily basis
- if required in writing by the Landlord the Tenant must make these payments by standing order to any bank account in the United Kingdom that the Landlord may nominate

### **6        Rent Review**

#### **6.1       Definitions**

In this Lease:

##### **6.1.1**

'Review Period' means the period beginning on a Review Date and ending either on the day before the next Review Date or (in the case of the last Review Date) on the expiry of the Term

##### **6.1.2**

'Assumptions' are the following assumptions to be made at the relevant Review Date:

##### **6.1.2.1**

that no work has been carried out on the Premises by the Tenant anyone deriving title under the Tenant or their predecessors in title

during the Term which has diminished the rental value of the Premises

**6.1.2.2**

that if the Premises have been destroyed or damaged they have been fully restored

**6.1.2.3**

that the covenants contained in this Lease on the part of the Landlord and the Tenant have been complied with

**6.1.2.4**

that the Premises are available to let by a willing landlord to a willing tenant without a premium or any other payment being made by the willing tenant and with vacant possession

**6.1.2.5**

that the lease or leases by which the Premises will be let ('hypothetical lease') contains the same terms as this Lease except for the amount of the Initial Rent and any rent-free period allowed to the Tenant

**6.1.2.6**

that the term of the hypothetical lease begins on the relevant Review Date and that the rent is payable from then

**6.1.2.7**

that the duration of the term of the hypothetical lease is equal to the duration of the Term

**6.1.2.8**

that the hypothetical lease contains the provisions for rent review included in this Lease and provides for the rent to be reviewed at the same intervals as those in this Lease

**6.1.2.9**

that the incoming tenant can obtain a credit as allowable input tax in respect of any VAT charged on the Rent or other sums payable under this Lease

**6.1.2.10**

that the Premises are in good and substantial repair and condition and free from all defects and have previously been fully fitted out and equipped by and at the expense of the tenant under the hypothetical lease (or its undertenants) so that they are capable of being used from the beginning of the hypothetical lease by the tenant under that lease for all purposes required by that tenant (or those undertenants) and permitted under the hypothetical lease (but on the basis that the actual fitting-out and equipping that has in fact been carried out by the Tenant is disregarded under clause 6.1.3.3)

#### **6.1.2.11**

that the tenant under the hypothetical lease proposes either to occupy the whole of the Premises or that undertenants are available for any parts that the tenant does not intend to occupy who are willing and able to enter into underleases on terms acceptable to the tenant and at the open market rent and that:

- consent has been obtained from the superior landlord for the underletting(s)
- the underlease(s) will begin on the relevant Review Date and the open market rent will be payable from that date

### **6.1.3**

'Disregards' are the following matters to be disregarded at the relevant Review Date:

#### **6.1.3.1**

any effect on rent of the fact that the Tenant anyone deriving title under the Tenant or their predecessors in title have been in occupation of the Premises

#### **6.1.3.2**

any goodwill attached to the Premises by the carrying on there of a business by the Tenant or anyone deriving title under the Tenant or by the predecessors in title of the Tenant or anyone deriving title under the Tenant

#### **6.1.3.3**

any increase in rental value of the Premises attributable at the relevant Review Date to any improvement to the Premises carried out:

- during the Term or during the period immediately before the beginning of the Term
- by the Tenant anyone deriving title under the Tenant or their predecessors in title with the consent of the Landlord (where required) or carried out by the Landlord at the expense of the Tenant
- not in pursuance of an obligation to the Landlord

but in disregarding this no allowance will be made for loss of use during any notional period while the improvement is being carried out

#### **6.1.3.4**

the taxable status for the purposes of VAT of the actual Landlord and Tenant at that Review Date

#### **6.1.3.5**

the obligation in the hypothetical lease that if required by the landlord the tenant must at the expiry of the term remove all

demountable partitions and any addition or alteration made to the Premises and make good and restore the Premises to their original state

## **6.2 Review**

### **6.2.1**

For each Review Period the Rent will be the greater of:

- the Rent payable immediately before the relevant Review Date or if payment of Rent has been suspended the Rent which would have been payable had there been no suspension
- the revised rent ascertained in accordance with this clause

### **6.2.2**

The revised rent will be the rent at which the Premises might reasonably be expected to be let in the open market at the relevant Review Date making the Assumptions and disregarding the Disregards after:

- the expiry of any rent-free period (or period of reduced rent) and/or
- the payment to the tenant of any incentive (whether of a capital or revenue nature) or the receipt by the tenant of any concession

that a willing tenant would at that Review Date reasonably expect to obtain on a new letting of the Premises in the open market

### **6.2.3**

The revised rent for any Review Period may be agreed in writing between the parties at any time or in the absence of agreement will be determined (but not earlier than the relevant Review Date) by a surveyor who at the option of the Landlord will be either an arbitrator or an independent valuer acting as an expert and not as an arbitrator

## **6.3 Determination of the revised rent**

### **6.3.1**

The surveyor will be appointed by agreement between the parties or (in the absence of agreement) nominated by the then President of the Royal Institution of Chartered Surveyors (or his nominee) on the application of either party made not earlier than six months before the relevant Review Date

### **6.3.2**

The Landlord may direct in accordance with this clause that the surveyor is to act as an expert and if the Landlord does not so direct the surveyor will act as an arbitrator. That direction must be made:

- by notice to the Tenant at any time before the appointment of the surveyor
- within the Landlord's application to the President to nominate the surveyor
- where the Tenant makes the application to the President to nominate the surveyor by notice to the Tenant and to the President within 28 days of receipt of a copy of the Tenant's application

#### **6.3.3**

If the surveyor dies becomes incapable of or declines to act the President will (in the absence of agreement) and on the application of either party nominate a successor

#### **6.3.4**

The Tenant must allow the surveyor access to the Premises to do anything which the surveyor considers necessary to carry out his function

#### **6.3.5**

If the surveyor is to act as an arbitrator:

- the arbitration will be conducted in accordance with the Arbitration Act 1996
- if the Landlord pays all the surveyor's fees and disbursements it may recover from the Tenant any part of them which the surveyor awards against the Tenant as rent in arrears

#### **6.3.6**

If the surveyor is to act as an expert:

- the surveyor will allow each party to make written representations to him within 28 days of his appointment and to make written counter-representations within 14 days of the representations but will not be in any way fettered by the representations and the counter-representations and will rely on his own judgement
- the fees and disbursements of the surveyor and the cost of his appointment will be payable by the Landlord and the Tenant in the proportions that the surveyor directs (or if the surveyor makes no direction, then equally).
- if the Landlord pays all the surveyor's fees and disbursements and the cost of his appointment the Landlord may recover half of them from the Tenant as rent in arrears

### **6.4 Memoranda**

When the revised rent has been agreed or determined in accordance with clause 6 memoranda will be signed by or on



behalf of the parties and annexed to this Lease and its counterpart and the parties will bear their own costs of doing this

## **6.5 Arrangements pending revised rent**

### **6.5.1**

If the revised rent payable during any Review Period has not been ascertained by the relevant Review Date the then current Rent will continue to be payable on account of the Rent for that Review Period

### **6.5.2**

If the revised rent is ascertained on or before a Review Date and that date is not a quarter day the Tenant must on that Review Date pay to the Landlord the difference between the Rent due for that quarter and the Rent already paid for it

### **6.5.3**

If the revised rent payable during any Review Period has not been ascertained by the relevant Review Date then on the date upon which it is agreed or upon which the arbitrator's award or expert's decision is received by either party the Tenant must pay to the Landlord:

- any shortfall between the rent which would have been paid if the revised rent had been ascertained by that Review Date and the payments made on account and
- interest at the base lending rate on the shortfall between the amount that would have been paid if the revised rent had been ascertained by that Review Date and the payments made on account for the period beginning on the day upon which each instalment was due and ending on the day on which payment of the shortfall is made

## **6.6 Rent increase prevented**

### **6.6.1**

If at any Review Date the review of the rent or the recovery of any increase is prohibited or limited by statute the Landlord may at any time before the next Review Date serve upon the Tenant notice in writing invoking this clause

### **6.6.2**

On the service of a notice under this clause the date upon which the notice is served will be treated as a Review Date but this will not vary any subsequent Review Date

### **6.6.3**

Any increase in rent resulting from such a review may be recovered from the date upon which the notice is served or (if earlier) the earliest date permitted by law

## **6.7 Time**



Time is not of the essence in relation to the rent review provisions contained in this Lease

## **PART C      TENANT'S COVENANTS**

### **7      Repair cleaning decoration and Energy Performance Certificates**

The Tenant covenants with the Landlord:

#### **7.1**

to repair the Premises and to keep them in good and substantial repair and condition but the Tenant need not repair:

- where the disrepair is caused by a risk against which the Landlord has covenanted in this Lease to insure or by an Uninsured Risk or by any additional risk against which the Landlord has insured and
- to the extent that the cost of the repair is recovered from the insurer

and PROVIDED THAT the Tenant shall not be responsible for any works which are required by law to be carried out to improve the Energy Performance Asset Rating at the Premises and any such works shall be carried out at the sole cost of the Landlord.

#### **7.2**

to replace any of the fixtures or fittings that become beyond repair during the Term with new articles of a kind and quality substantially the same as those being replaced

#### **7.3**

to keep the Premises clean hygienic and tidy and free from rubbish

#### **7.4**

to keep clean the windows and window frames and all other glass in the Premises

#### **7.5**

to keep any hard surfaced areas within the Premises adequately surfaced and in good condition and to keep any landscaped planted and grassed areas within the Premises properly maintained cultivated and free from weeds and in a neat and tidy condition

#### **7.6**

not to cause any area abutting the Premises to be untidy

#### **7.7**

in each of the Exterior Decorating Years and in the last six months of the Term (howsoever it ends) to redecorate the exterior of the Premises and to clean the external concrete stone brickwork and blockwork and all other external surfaces and in the Interior

Decorating Year and in the last six months of the Term (howsoever it ends) to redecorate the interior of the Premises PROVIDED THAT the Tenant shall not be under an obligation to redecorate the interior or exterior of the Premises in the last six months of the Term where it is seeking a renewal of this lease and this lease is renewed.

**7.8**

to carry out all redecorating in a good and workmanlike way and with appropriate materials of good quality so as to provide the same standards and types of finish as at the beginning of the Term (or such alternative treatments as may reasonably be required by the Landlord) and to the reasonable satisfaction of the Landlord

**7.9**

to obtain the Landlord's approval (such approval not to be unreasonably withheld) of any change in the colours on each redecoration of the exterior of the Building

**7.10**

where the use of Conducting Media boundary structures or other things is common to the Premises and other property to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner lessee or occupier of the Premises in relation to those things

**7.11**

to co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate

**7.12**

on reasonable prior written notice to allow such access during normal business hours to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Premises

**7.13**

not to commission an Energy Performance Certificate for the Premises without the Landlord's consent, such consent not to be unreasonably withheld.

**7.14**

to allow all those entitled to exercise any right to enter the Premises under clause 7.12, to do so with their workers, contractors, agents and professional advisors, and to enter the Premises at any reasonable time during usual business hours and, except in the case of an emergency, after having given reasonable prior written notice to the Tenant to carry out any

improvements alterations or additions to the Premises in order to improve the asset rating under an Energy Performance Certificate

**7.15**

not to carry out any alteration to the Premises which would or may reasonably be expected to have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Premises

**8 Alterations**

The Tenant covenants with the Landlord:

**8.1**

not to erect any new building or structure on the Premises or unite the Premises with any adjoining premises

**8.2**

not to make any addition or alteration to the exterior of the Building or to any load-bearing part of the Building or its roof or foundations or to change the existing design or appearance of the Premises

**8.3**

not to make any addition or alteration to the Premises that is not prohibited by the absolute prohibitions set out in clauses 8.1 and 8.2 unless:

**8.3.1**

the consent of the Landlord has been obtained such consent not to be unreasonably withheld but in considering an application for consent the Landlord may take into account the effect that the addition or alteration may have on adjoining property

**8.3.2**

all necessary consents from any competent authority have been obtained

**8.3.3**

the Landlord has been supplied with drawings and where appropriate a specification in duplicate prepared by an architect or member of some other appropriate profession who must supervise the work to completion

**8.3.4**

the proper fees of the Landlord any superior landlord or mortgagee and their respective professional advisers have been paid in relation to the application for consent

**8.3.5**

such covenants as the Landlord may reasonably require about the carrying out of the additions and alterations have been entered into with the Landlord

### **8.3.6**

in the case of substantial work and where the Landlord requires adequate security has been provided in a form to be approved by the Landlord as assurance that any work permitted by the Landlord is completed

### **8.4**

not to make any alteration or addition to the electrical installation at the Premises without the approval of the Landlord (such approval not to be unreasonably withheld) and then only in accordance with standards prescribed by the Institution of Electrical Engineers and the relevant electricity supply authority and not to connect any apparatus to the installation that might endanger or overload it

### **8.5**

not to connect with any Conducting Media which serve the Premises unless it has obtained the approval of the relevant authority and the Landlord (the Landlord's approval not to be unreasonably withheld)

### **8.6**

before installing any internal demountable partitions at the Premises to obtain the approval of the Landlord to the use of that type of partitioning and if that approval is obtained the subsequent installation repositioning or removal of internal demountable partitions of that type will not be a breach of clause 8.2

### **8.7**

to notify the Landlord in writing immediately after completion of any alteration (including any change in the partitioning) and to provide the Landlord with 'as fitted' drawings immediately after the completion of any alteration or repositioning or removal of internal demountable partitions

### **8.8**

in any licence in which the Landlord gives its consent to alterations the carrying out of which will (or may) be covered by the Construction (Design and Management) Regulations 2015 ('Regulations') to covenant with the Landlord that:

#### **8.8.1**

the alterations will be carried out for the benefit of the Tenant and the Tenant in carrying out the alterations will not be acting as agent of the Landlord

#### **8.8.2**

the Tenant will be 'the Client' for the purposes of the Regulations in relation to the alterations

#### **8.8.3**

the Tenant will comply with the Regulations in relation to the alterations and will indemnify the Landlord against all Losses resulting directly or indirectly from any failure to comply with the Regulations

#### **8.8.4**

all documentation produced in accordance with the Regulations will on completion of the alterations belong to (and be supplied to) the Landlord and that the Tenant will procure the grant to the Landlord of any copyright or other licences that are necessary to enable the Landlord to make use of this documentation

#### **8.9**

to deliver to the Landlord at the end of the Term all health and safety files relating to the Premises in accordance with the Regulations

### **9 Use**

The Tenant covenants with the Landlord:

#### **9.1**

not to use the Premises except for the Permitted Use and (for example) not to use the Premises or any part of them as residential accommodation or to keep any animal there

#### **9.2**

not to do any act or allow to remain upon the Premises any substance or article which may:

- constitute a nuisance
- cause inconvenience disturbance injury or damage to the Landlord or the occupiers of the adjoining or other nearby property
- cause damage to the Premises or adjoining or other nearby property or
- contravene any statute or the requirements of a government department or local regulatory public or other authority

#### **9.3**

not to use the Premises for any dangerous noxious noisy or offensive occupation or for any illegal or immoral purpose and not to hold a sale by auction on the Premises

#### **9.4**

not to keep on any part of the Premises not built upon any materials equipment plant bins crates pallets boxes or any skip or other receptacle for refuse or any caravan or temporary building

nor to allow to accumulate upon the Premises rubbish of any description or any oil grease or other deleterious matter or substance that could become a source of injury or damage the drainage system

**9.5**

not to discharge into any Conducting Media within or that serve the Premises any substance or article that:

- may obstruct them or cause damage or that is or that could become a source of injury to any person
- is noxious poisonous or radioactive
- is likely to pollute or contaminate or
- contravenes any statute or the requirements of a government department or local regulatory public or other authority

**9.6**

to place all scrap materials refuse and rubbish in proper receptacles within the Premises and to arrange for its regular disposal

**9.7**

not to overload the Building or suspend an excessive weight from any part of it or subject it to any strain beyond which it is designed to bear

**9.8**

not to leave the Premises continuously unoccupied for more than a month without notifying the Landlord and providing such security arrangements as the Landlord and the insurers require

**9.9**

not to deposit on the Premises any controlled waste special waste or radioactive waste or any other substance that may produce concentrations or accumulations of noxious gases or noxious liquids that may pollute the environment or cause harm to the health of man or other living organisms land surface or ground water or ecology systems

**9.10**

not to release from the Premises into any environmental medium any substance in quantities or concentrations that may pollute the environment or cause harm to the health of man or other living organisms land surface or ground water or ecology systems

**9.11**

not to carry out on the Premises any activity or keep on the Premises any substance or article for which a licence permit consent or other approval is needed from a government

department or local regulatory public or other authority ('Official Approval') without having:

- obtained the Landlord's consent such consent not to be unreasonably withheld where the activity or the keeping would not be in breach of any other provision of this Lease
- produced to the Landlord a copy of every application for Official Approval
- obtained the Official Approval
- produced to the Landlord a copy of the Official Approval

#### **9.12**

to comply with every Official Approval including any conditions to which it is subject

#### **9.13**

not to install or use on the Premises any instrument apparatus machinery or equipment which causes noise or vibration externally or which causes a nuisance or damage to the Premises

#### **9.14**

to keep all machinery and equipment on the Premises properly maintained to renew all parts when recommended or necessary and to ensure that the equipment is properly operated

### **10 Planning**

The Tenant covenants with the Landlord:

#### **10.1**

not to commit any breach of planning control and to comply with the Planning Acts in relation to the Premises and with any planning permissions licences other consents and conditions attaching to them that relate to the Premises

#### **10.2**

not to make (nor allow a third party to make) an application for planning permission in relation to the Premises or to serve any notices in respect of an application without the approval of the Landlord such approval not to be unreasonably withheld

#### **10.3**

having obtained the Landlord's approval under the preceding clause to apply for all planning permissions and to serve all notices required for carrying out any operation or change of use on the Premises which may constitute development (as defined in the Planning Acts) and to pay all fees and any other sums due in relation to every application

#### **10.4**



even if the Landlord has given its approval and granted whatever other consents are needed under this Lease not to carry out any operation or change of use on the Premises until:

**10.4.1**

all necessary notices under the Planning Acts have been served and copies supplied to the Landlord

**10.4.2**

copies of all planning applications (and any plans or documents referred to in them) have been supplied to the Landlord

**10.4.3**

all necessary permissions under the Planning Acts have been obtained and supplied to the Landlord and

**10.4.4**

the Landlord has acknowledged that every necessary planning permission is acceptable to it (such acknowledgement not to be unreasonably withheld) although the Landlord may refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would be (or would be likely to be) prejudicial to the Landlord's interest in the Premises whether during or after the expiry of the Term

**10.5**

unless the Landlord otherwise directs to complete before the expiry of the Term:

- any works specified as having to be carried out by a date after the expiry of the Term in a planning permission or in an agreement with the planning or any other authority entered into as a condition to obtaining planning permission and
- any development begun on the Premises

**10.6**

in any case where a planning permission is granted subject to conditions and if the Landlord reasonably requires to provide security for the compliance with those conditions and not to implement the planning permission until security has been provided

**11 Alienation**

**11.1**

The Tenant covenants with the Landlord:

**11.1.1**

except when and to the extent permitted under clauses 11 - 13 not to:



- part with possession of the Premises or any part of them
- permit another to occupy the Premises or any part of them
- share the occupation of the Premises or any part of them
- hold the Premises or any part of them on trust for another

but the Tenant may allow a company that is a member of the same group as the Tenant (within the meaning of the 1954 Act section 42) to occupy the whole or part of the Premises for so long as both companies remain members of the same group and otherwise than in a manner that transfers or creates a legal estate

#### **11.1.2**

not to assign underlet or charge part only of the Premises

#### **11.1.3**

not to charge the whole of the Premises without the consent of the Landlord such consent not to be unreasonably withheld

#### **11.1.4**

to give notice to the Landlord within 21 days if any guarantor or any person who has entered into covenants with the Landlord under clauses 12–13 (where any guarantor or that person has not been released from these obligations) becomes Insolvent or dies

#### **11.1.5**

if requested by the Landlord following the service of a notice under clause 11.1.4 to procure that within 21 days of the request some other person reasonably acceptable to the Landlord enters into covenants with the Landlord in substantially the same form

#### **11.1.6**

within 21 days of any assignment charge underlease or any transmission or other devolution relating to the Premises to produce for registration with the Landlord's solicitor a certified copy of any relevant document and to pay the Landlord's solicitor's reasonable charge for registration of at least £50 and the registration fee of any superior landlord

### **11.2**

The Landlord may at any time or times during the Term abandon any of the circumstances set out in clause 12.3 or the conditions set out in clause 12.4 by serving written notice to that effect on the Tenant and upon such service the circumstances or conditions specified in the notice shall be deemed to be deleted from this Lease and of no further effect.

## **12 Assignment of whole**

### **12.1**

The Tenant covenants with the Landlord not to assign the whole of the Premises without the prior written consent of the Landlord

(such consent not to be unreasonably withheld) provided that the Landlord shall be entitled (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927):

- to withhold its consent in any of the circumstances set out in clause 12.3
- to impose all or any of the conditions set out in clause 12.4 as a condition of its consent

## **12.2**

The provisos to clause 12.1 shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable

## **12.3**

The circumstances referred to in clause 12.1 are as follows:

### **12.3.1**

where the proposed assignee is an associated company of the Tenant

### **12.3.2**

where in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the tenant's covenants in the Lease

### **12.3.3**

where the proposed assignee is not resident in a jurisdiction where reciprocal enforcement of judgments exists

### **12.3.4**

where there are subsisting material breaches by the Tenant of the provisions of this Lease

## **12.4**

The conditions referred to in clause 12.1 are as follows:

### **12.4.1**

the execution and delivery to the Landlord prior to the assignment in question of a deed of guarantee (being an authorised guarantee agreement within the 1995 Act section 16) in the form set out in the Schedule to this Lease or in such other form as the Landlord reasonably requires

### **12.4.2**

the execution and delivery to the Landlord prior to the assignment in question of a deed of guarantee in such form as the Landlord reasonably requires by a guarantor or guarantors in the United

Kingdom reasonably approved in writing by the Landlord (such approval not to be unreasonably withheld)

**12.4.3**

the payment to the Landlord of all rents and other sums which have fallen due under the Lease prior to the assignment

**12.4.4**

the assignment must not take place until any requisite consent of any superior landlord or mortgagee has been obtained and any lawfully imposed condition of such consent satisfied

**12.4.5**

the execution and delivery to the Landlord prior to the assignment of a rent deposit deed for such sum as the Landlord may reasonably determine (but not exceeding a sum equivalent to six months' rent then payable under this Lease) in such form as the Landlord may reasonably require together with the payment by way of cleared funds of the sum specified in the rent deposit deed

**12.4.6**

In the event of an assignment to any person or persons who is or are for the time being a partner or partners in the firm of solicitors comprising the Tenant or any firm of solicitors succeeding the same the provisions of clauses 12.3, 12.4.2 and 12.4.5 above shall not apply

**13 Underletting of whole**

**13.1**

The Tenant covenants with the Landlord not to underlet the whole of the Premises without the consent of the Landlord such consent not to be unreasonably withheld where the Tenant has complied with the provisions of clause 13.2

**13.2**

Any consent of the Landlord to an underletting of the whole of the Premises will be subject to conditions that:

**13.2.1**

the sub-tenant enters into a deed with the Landlord in which the sub-tenant covenants to observe and perform the provisions of this Lease (excluding the covenant as to the payment of rent) and the provisions of the underlease until (in both instances) the sub-tenant is released from the covenants contained in the underlease by virtue of the 1995 Act

**13.2.2**

the underlease is granted without a fine or premium at a rent no lower than the greater of the then open market rent approved by

the Landlord (such approval not to be unreasonably withheld) or the Rent then being paid under this Lease

### **13.2.3**

the rent is payable in advance on the same days as rent is payable under this Lease

### **13.2.4**

the underlease contains provisions approved by the Landlord (such approval not to be unreasonably withheld):

- for the upwards-only review of the rent on the basis set out in clause 6 of this Lease or in such other form as the Landlord reasonably requires or approves
- for the rent to be reviewed either on the Review Dates or on such other dates approved by the Landlord in its absolute discretion by which the rent is reviewed no less frequently
- prohibiting the undertenant from doing or allowing any act or thing in relation to the Premises inconsistent with or in breach of the provisions of this Lease
- for re-entry by the underlandlord on breach of any covenant by the undertenant
- imposing an absolute prohibition against all dealings with the Premises other than an assignment or charge of the whole
- prohibiting any assignment of the whole of the Premises without the consent of the Landlord under this Lease and except on the basis set out in clauses 11–13 of this Lease such provisions being incorporated into the underlease
- prohibiting any charge of the whole of the premises without the consent of the Landlord under this Lease
- prohibiting the undertenant from parting with possession or permitting another to share or occupy or hold on trust for another the Premises or any part of it
- imposing in relation to any permitted assignment the same obligations for registration with the Landlord as are in this Lease in relation to dispositions by the Tenant
- excluding the provisions of the 1954 Act sections 24-28 from the letting created by the underlease

## **13.3**

The Tenant covenants with the Landlord:

### **13.3.1**

to enforce the performance by every undertenant of the provisions of the underlease and not at any time to waive any breach of the covenants or conditions on the part of any undertenant or assignee of any underlease nor (without the consent of the Landlord such

consent not to be unreasonably withheld) to vary the terms of any underlease

**13.3.2**

not to agree any reviewed rent with the undertenant without the approval of the Landlord such approval not to be unreasonably withheld or delayed

**13.3.3**

not to agree any appointment of a person as the third party determining the revised rent without the approval of the Landlord such approval not to be unreasonably withheld

**13.3.4**

to incorporate as part of its representations to that third party representations required by the Landlord

**13.3.5**

to give the Landlord details of every rent review within 28 days of its outcome

**13.3.6**

not to grant the underlease or permit the undertenant to occupy the Premises until an agreement has been made between the parties in accordance with the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 that the provisions of section 24 to 28 (inclusive) of the 1954 Act shall not apply to the underlease

**13.3.7**

not to accept the surrender of or forfeit or otherwise determine any underlease without the consent of the Landlord

**13.3.8**

not to accept rent from any undertenant nor to take any action consistent with the continued existence of an underlease after the expiry of the contractual term of that underlease

**14 Access of Landlord and notice to repair**

The Tenant covenants with the Landlord:

**14.1**

to permit the Landlord and all persons authorised by the Landlord at reasonable times and on reasonable notice (except in an emergency) to enter the Premises:

**14.1.1**

to establish if the provisions of this Lease or any superior lease or mortgage have been observed

**14.1.2**

to carry out work relating to any jointly used facility

**14.1.3**

to carry out any work to adjoining premises that cannot reasonably be carried out without access to the Premises

**14.1.4**

to take schedules and inventories

**14.1.5**

to exercise any right granted or reserved to the Landlord by this Lease

**14.1.6**

for any purpose connected with the insurance of the Premises the review of the Rent or the renewal of this Lease

**14.1.7**

to view (and to open up floors and other parts of the Premises where that is reasonable) the condition of the Premises and any work being carried out at the Premises and to take soil samples

**14.1.8**

to give the Tenant (or leave on the Premises) a notice ('Default Notice'):

- specifying any breach of covenant by the Tenant
- specifying any work carried out in breach of the provisions of this Lease
- requiring the Tenant immediately to remedy the breach and to reinstate the Premises including the making good of any opening-up

but any opening-up must be made good by or at the cost of the Landlord where it reveals no breaches by the Tenant of the provisions of this Lease

**14.2**

immediately to repair clean and decorate the Premises or to carry out other work as required by a Default Notice

**14.3**

to allow the Landlord and all persons authorised by the Landlord to enter the Premises to carry out the work that is needed to comply with a Default Notice:

**14.3.1**

immediately if the work ought to be carried out at once and the Tenant declines to do so or

**14.3.2**

where the work need not be carried out at once if:

- within 21 days of service of the Default Notice the Tenant has not both begun and then diligently continued the work referred to in the Default Notice or
- the Tenant fails to complete the work within 60 days of service of the Default Notice or
- in the Landlord's reasonable opinion the Tenant is unlikely to complete the work within 60 days of the service of the Default Notice

#### **14.4**

to pay to the Landlord as rent the full cost incurred by the Landlord of all work undertaken by the Landlord under clause 14.3 within 14 days of a written demand together with interest at the rate referred to in clause 16.11.1 from the date of expenditure by the Landlord up to the date upon which payment is made by the Tenant to the Landlord

### **15 Landlord's costs**

The Tenant covenants with the Landlord:

#### **15.1**

to pay to the Landlord as rent on demand on an indemnity basis all fees charges costs and other expenses incurred by the Landlord in relation to:

- every application made by the Tenant for consent whether it is granted refused offered subject to any qualification or withdrawn including the fees of any superior landlord or mortgagee and their professional advisers
- the preparation and service of a notice under the 1925 Act section 146 or incurred in taking or contemplating proceedings under the 1925 Act sections 146 and 147 even if forfeiture is avoided otherwise than by a court order
- the recovery of Rent or other sums due from the Tenant
- enforcing or requiring the Tenant to remedy a breach of the provisions of this Lease
- any steps taken in connection with the preparation and service of a schedule of dilapidations during or after the expiry of the Term
- determining the full cost of reinstatement of the Premises for insurance purposes
- any work undertaken by the Landlord under clause 14.3

#### **15.2**

where the preceding clause permits the Landlord to recover fees charges costs and other expenses to pay to the Landlord a



reasonable sum (plus VAT if payable) for these services where they are provided by the Landlord or by an associated or subsidiary company

## **16 Tenant's other covenants**

The Tenant covenants with the Landlord:

### **16.1 Outgoings**

#### **16.1.1**

to pay and to indemnify the Landlord against all rates taxes assessments impositions duties levies charges and outgoings of any type which now or during the Term are charged assessed or imposed on the Premises or on its owner lessor lessee or occupier excluding any payable by the Landlord in respect of the receipt of Rent or any other payment made by the Tenant under this Lease or on any disposition or dealing with or the ownership of the reversion of this Lease ('Outgoings')

#### **16.1.2**

if the Landlord loses rating relief applicable to empty property because it has been allowed to the Tenant or any undertenant during the Term to make good that loss to the Landlord

### **16.2 Services**

#### **16.2.1**

where a separate supply is provided to the Premises to pay the supplier and to indemnify the Landlord against all charges for water electricity gas telephone and other services consumed on the Premises and to pay all equipment rents or similar charges

#### **16.2.2**

where charges for services are made in relation to the Premises and other premises (or upon the owner or occupier of the Premises and other premises) to pay the suppliers and to indemnify the Landlord against the proportion of the charges properly attributable to the Premises (or the owner or occupier of the Premises) to be conclusively determined by the Landlord's surveyor

### **16.3 VAT**

#### **16.3.1**

to pay and indemnify the Landlord against any VAT that may be chargeable on the Rent or any other payment made by the Tenant under this Lease in addition to the Rent or other payment (VAT being recoverable as if it were rent where it is charged on rent or on a payment that is either reserved as additional rent or that this Lease provides is recoverable as if it were rent)

#### **16.3.2**

whenever the Tenant has agreed in this Lease to reimburse the Landlord for a payment made by the Landlord to reimburse the



Landlord in addition for any VAT paid by the Landlord on that payment unless the VAT is recovered by the Landlord

#### **16.4 Aerials signs and advertisements**

##### **16.4.1**

not to erect any pole flag mast dish antennae or wire on the Premises without the prior written approval of the Landlord such approval not to be unreasonably withheld or delayed

##### **16.4.2**

not to display any signboard advertisement bill placard inscription or sign visible from the outside of the Premises other than a sign of reasonable size and appearance at the principal entrance of the Premises showing the Tenant's trading name and business approved by the Landlord (such approval not to be unreasonably withheld) at a point specified in writing by the Landlord

#### **16.5 Statutes notices and orders**

##### **16.5.1**

to:

- comply with every statute and any notice or order from a government department or local public regulatory or other authority or court and
- execute all works and provide and maintain all arrangements required by statute or any notice or order

that relate to the Premises activities carried out on the Premises or any substance article or person on the Premises and whether applicable to the Tenant or the owner lessor lessee or occupier of the Premises

##### **16.5.2**

to pay to the Landlord as rent on demand a due proportion (to be conclusively determined by the Landlord's surveyor) of all costs charges and expenses incurred by the Landlord in complying with any statute notice or order (including the execution of all works and the provision and maintenance of arrangements required under them) in relation to any property capable of being used or enjoyed by the Tenant whether alone or in common with other persons

##### **16.5.3**

to produce immediately to the Landlord a copy of any notice or order that is served on the Premises or the Tenant and that relates to the Premises and the other matters referred to in the preceding clause

##### **16.5.4**

at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making any reasonable representations that the Landlord considers appropriate or otherwise contesting

any proposal of a government department or local regulatory or other authority that relates to or includes the Premises

**16.5.5**

nothing in this clause 16 shall require the Tenant to be responsible for any works which are required by law to be carried out to improve the Energy Performance Asset Rating of the Premises and any such works shall be carried out at the sole cost of the Landlord

**16.6 Defective premises**

**16.6.1**

to give notice immediately to the Landlord of any defect in the Premises which might give rise to a liability or duty on the Landlord

**16.6.2**

to display all notices which the Landlord may reasonably require in connection with any defect in the Premises

**16.7 Encroachments**

**16.7.1**

not to stop up darken or obstruct any windows in the Building or obstruct any access of light nor to give to a third party acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Premises by the consent of that third party

**16.7.2**

to take all reasonable steps to prevent any encroachment or easement being made or acquired over the Premises and to give notice to the Landlord immediately if any is attempted

**16.8 Evidence of compliance**

if required to produce to the Landlord such evidence as the Landlord may reasonably require to satisfy itself that the provisions of this Lease have been complied with

**16.9 Indemnity**

to be responsible for and to keep the Landlord indemnified against all Losses resulting directly or indirectly from any breach by the Tenant of the provisions of this Lease

**16.10 Keyholders**

to ensure that at all times the local police are aware of the name home address and home telephone number of at least two keyholders of the Premises

**16.11 Interest**

**16.11.1**

to pay as rent to the Landlord interest at a yearly rate of 4% above the base lending rate from time to time on any Rent or other sum payable under this Lease that is not paid within 14 days of its due date such interest to be recoverable as rent in arrears

**16.11.2**

to pay this interest from the due date to the date of payment (both before and after any judgment) calculated on a daily basis (the interest to be compounded with rests on the usual quarter days) but nothing in this clause entitles the Tenant to withhold or delay any payment or affects the rights of the Landlord in relation to non-payment

**16.12 Sale of reversion and re-letting**

**16.12.1**

to permit at reasonable times upon reasonable notice agents or prospective buyers or any interest superior to this Lease to view the Premises provided they are authorised by the Landlord or its agent and to permit the Landlord or any superior landlord to fix on the Premises a notice or board indicating that an interest superior to this Lease is available for sale

**16.12.2**

to permit the Landlord or its agent at any time during the last six months of the Term to fix on the Premises a notice or board indicating that the Premises will be available for letting and during that period to permit persons with the authority of the Landlord or its agent to view the Premises

**16.13 Registration at the Land Registry**

**16.13.1**

If this Lease is capable of being registered at the Land Registry pursuant to the provisions of the Land Registration Act 2002 then the Tenant shall apply to register this Lease at the Land Registry promptly after the grant of this Lease

**16.13.2**

If the rights granted or reserved herein are capable of registration pursuant to the provisions of the Land Registration Act 2002 then the Tenant shall make the appropriate applications in Land Registry Form AP1 for all rights granted or reserved by this Lease to be properly noted against the affected titles

**16.13.3**

The Tenant shall ensure that any requisitions raised by the Land Registry are dealt with promptly and properly and deliver to the

Landlord within 10 days of registration official copies of the registered title

**16.13.4**

Upon the termination of this Lease (however determined) the Tenant shall as soon as reasonably practicable apply to the Land Registry to close the registers of title of this Lease and to remove any notice of this Lease and any easements contained in it from the registers of the Landlord's reversionary title

**16.13.5**

If the Tenant shall fail to comply with its obligation contained in the previous sub-clause the Landlord shall be entitled to make an application to the Land Registry to close the registers of title of this Lease and to remove any easements contained in it from the registers of the Landlord's reversionary title

**16.14 Yield up**

at the expiry of the Term:

**16.14.1**

to yield up the Premises with vacant possession decorated and repaired in accordance with and in the condition required by this Lease and to give up all keys of the Premises to the Landlord

**16.14.2**

if requested by the Landlord at least 6 months prior to the expiry of the Term to remove any demountable partitions and any addition or alteration made to the Premises and to reinstate and make good any part of the Premises damaged by the removal of any demountable partitions and any addition or alteration

**16.14.3**

to remove the Tenant's fixtures and fittings (if requested by the Landlord) and all signs erected by the Tenant on or near the Premises to make good any damage caused by the removal and to restore the Premises to their original state

**16.14.4**

if the Tenant has not complied with clauses 16.14.1–16.14.3 to pay to the Landlord on demand the sum certified by the Landlord's surveyor as representing in his reasonable opinion the cost (including fees and other expenses) of putting the Premises into the state of repair and condition in which they should have been had the terms of this Lease been complied with together with the rents that would have been payable under this lease if the Term had been extended to the date by which the works required as a result of the breach could reasonably have been expected to be completed.

## **PART D LANDLORD'S COVENANTS AND INSURANCE**

### **17 Quiet enjoyment**

The Landlord covenants with the Tenant to permit the Tenant to hold the Premises peaceably and without interruption by the Landlord or any person claiming under or in trust for the Landlord provided the Tenant has paid the Rent and all other sums due under this Lease and complied with the provisions of this Lease

### **18 Insurance**

#### **18.1 Landlord's covenants**

The Landlord covenants with the Tenant:

##### **18.1.1**

to insure the Premises against damage caused by fire lightning explosion aircraft riot civil commotion strikes locked-out workers persons taking part in a labour disturbance malicious persons earthquake storm tempest flood bursting discharging leaking and overflowing of water pipes tanks and other apparatus impact by road vehicles or animals and any other risks that the Landlord may decide although:

- the obligation to insure against any particular risk is subject to insurance for that risk being ordinarily available from a reputable insurer for the Premises at rates that the Landlord considers reasonable and
- this insurance will be subject to any exclusions conditions and excesses included in the policy from time to time

##### **18.1.2**

to effect this insurance with a reputable insurance company or with reputable underwriters and through any agency that the Landlord may from time to time decide

##### **18.1.3**

that this insurance will be for a sum that represents in the reasonable opinion of the Landlord the full cost of reinstatement of the Premises (allowance being made for inflation) including (for example):

- temporarily making safe and protecting any adjoining structures
- debris removal demolition and site clearance
- obtaining all planning permissions building regulation consents and any other consents and licences that are required
- architects' surveyors' engineers' and other fees incurred by the Landlord in relation to the reinstatement
- complying with the requirements of any statute or of any local public regulatory or other authority

- all other incidental expenses
- any VAT that may be payable on or in respect of any of these costs fees and expenses

#### **18.1.4**

to produce to the Tenant on written demand but not more than once in any year reasonable evidence of the terms of the policy and of payment of the last premium

#### **18.1.5**

whenever required by the Tenant in writing (but not more than once in any year) to notify the Tenant of any change in the risks covered by the policy

### **18.2 Tenant's covenants**

The Tenant covenants with the Landlord:

#### **18.2.1**

to pay as rent to the Landlord within 21 days of a demand and (if so demanded) in advance of the date of renewal sums equal to:

- the premium paid or to be paid by the Landlord for insuring the Premises in accordance with this Lease including any increased premiums required as a result of the Tenant's use of the Premises or anything brought onto the Premises by the Tenant or any alteration carried out to the Premises by the Tenant
- the premiums paid or to be paid by the Landlord for insuring for three years loss of rent under this Lease or for such longer period as the Landlord may consider reasonable
- the premiums paid or to be paid by the Landlord for any third party liability (including public and property owner's and employer's liability) in respect of the Premises against which the Landlord may at any time insure
- any part of the premiums referred to above which the Landlord is entitled to retain by way of commission
- any tax payable on any of the premiums referred to above

#### **18.2.2**

where in the case of any of the items referred to in clause 18.2.1 the Landlord's policy includes the Premises and other premises to pay as rent to the Landlord on demand and (if so demanded) in advance of the date of renewal the proportion of the premiums properly attributable to the Premises to be conclusively determined by the Landlord's surveyor

#### **18.2.3**

to pay the sums referred to in clauses 18.2.1 and 18.2.2 for the period beginning on the Insurance Commencement Date and

ending on the day immediately before the next renewal date on the grant of this Lease or (if later) on the Insurance Commencement Date or when demanded

**18.2.4**

to give notice to the Landlord of any matters (whether existing or that arise during the Term) that a prudent insurer might treat as material in deciding whether or on what terms to insure or to continue to insure the Premises

**18.2.5**

to comply with all the requirements of the insurer and the fire officer

**18.2.6**

not to do or omit anything that could cause the insurance effected under clause 18.1 to become void or voidable wholly or in part

**18.2.7**

not to do or omit anything that could cause any additional or increased premiums to become payable unless the Tenant has previously obtained the approvals of the Landlord and the insurer (the Landlord's approval not to be unreasonably withheld)

**18.2.8**

not to have on the Premises anything which is dangerous explosive or specially combustible without having obtained the approval of the insurer and the Landlord (the Landlord's approval not to be unreasonably withheld) and then to comply with any conditions to which either approval is made subject

**18.2.9**

to keep the Premises supplied with such equipment for the detection and fighting of fire and with such fire alarm equipment that is reasonably required or that the insurer or fire officer may require and to maintain this equipment in working order and to the satisfaction of the insurer and to the reasonable satisfaction of the Landlord and at least once every six months to have this equipment inspected by a competent person

**18.2.10**

not to obstruct the access to any fire equipment or the means of escape from the Premises or to lock any fire door while the Premises is occupied

**18.2.11**

to give notice to the Landlord immediately any event happens against which the Landlord may have insured under this Lease

**18.2.12**



if the Tenant is entitled to the benefit of any insurance in relation to the Premises to apply all money in making good the loss for which it is received

**18.2.13**

to do nothing to prejudice any claim made by the Landlord or to prevent or impede any reinstatement being carried out by the Landlord

**18.2.14**

to pay to the Landlord on demand the amount of any excesses which may be deducted or deductible by the insurers on any claim made by the Landlord under clause 18.4.1

**18.3 Suspension of Rent**

**18.3.1**

'Insured Damage' means that the Premises are in the reasonable opinion of the Landlord's surveyor destroyed or damaged by any risk against which the Landlord has covenanted in this Lease to insure or by any additional risk against which the Landlord has insured and payment of the insurance money is not refused wholly or in part as the result of an act or omission of the Tenant or any person deriving title under the Tenant

**18.3.2**

'Uninsured Damage' means that the Premises are in the reasonable opinion of the Landlord's surveyor destroyed or damaged by an Uninsured Risk.

**18.3.3**

Whenever Insured or Uninsured Damage occurs and the Premises or any part of them are unfit for occupation and use the Rent (or a fair proportion of it according to the nature and extent of the damage) will not be payable until the Premises (or the affected parts) are again fit for occupation and use or until three years from the damage whichever is the shorter and the proportion and the period will be conclusively determined by the Landlord's surveyor acting reasonably.

**18.4 Reinstatement**

**18.4.1**

Whenever Insured Damage occurs the Landlord covenants with the Tenant:

- immediately to notify the insurer of the damage and to claim all sums due under the insurance policy



- to use all reasonable endeavours to procure the payment by the insurer of all sums properly due under the policy at the time and in the manner required by the policy
- to apply for and use all reasonable endeavours to obtain all planning permissions building regulation consents and other consents and licences that are required to enable the Landlord to reinstate ('Permissions')
- to apply all insurance money received (except sums for loss of rent) in reinstating the Premises as soon as the Permissions have been obtained or as soon as practicable where no Permissions are required but the Landlord need not reinstate the Premises in the form in which they were at the time of the Insured Damage

#### **18.4.2**

If the Premises or any part of them are damaged or destroyed by an Uninsured Risk then the Landlord may within the period of three months immediately following such damage or destruction serve notice in writing on the Tenant (i) opting to make good the damage or (ii) opting to rebuild the same at the Landlord's own cost and expense and the provisions of this lease (specifically including clauses 18.3.3 and 18.4) shall apply as if the damage or destruction had been caused by a risk against which the Landlord has covenanted in this Lease to insure or by any additional risk against which the Landlord has insured or (iii) opting to end this lease whereupon this lease shall absolutely cease and determine without prejudice to any rights or remedies that may have accrued to either party against the other

#### **18.4.3**

If the Landlord does not opt or confirm in accordance with clause 18.4.2 above the Tenant may either within the period of one month following the expiry of the three months referred to above serve written notice on the Landlord opting to make good the damage to the Premises at its own cost and expense or determine this lease by written notice whereupon this Lease shall absolutely cease and determine but in either case without prejudice to any rights or remedies that may have accrued to either party against the other

#### **18.4.4**

The Landlord need not reinstate the Premises:

- if the destruction or damage affects other property in which the Landlord has an interest until that other property has been reinstated

- if the insurance policy effected by the Landlord has become void or voidable and the policy moneys are refused wholly or in part as a result of an act or omission of the Tenant or any person deriving title under the Tenant
- if this Lease has been terminated under clause 18.5

#### **18.4.5**

The Landlord need not reinstate the Premises while prevented by any of the following:

- failure by the Landlord to obtain the Permissions despite using all reasonable endeavours
- the grant of any of the Permissions subject to a lawful condition with which it would be unreasonable to expect the Landlord to comply or the planning or highway authority's insistence that as a pre-condition to obtaining any of the Permissions the Landlord must enter into an agreement with the planning or highway authority that would contain a term with which it would be unreasonable to expect the Landlord to comply
- a defect in the site upon which the reinstatement is to take place prevents reinstatement or means that reinstatement could be undertaken only at excessive cost
- war act of God government action strike lock-out or any other similar circumstances beyond the control of the Landlord

### **18.5 Termination**

#### **18.5.1**

Whenever Insured Damage occurs and the Premises or any part of them remain unfit for occupation and use three years after the date upon which they first became unfit either party may for so long as the Premises or part of them remain unfit serve on the other a notice under this clause

#### **18.5.2**

This Lease will come to an end on the service of a notice under clause 18.5.1 and:

- termination will not affect any rights that either party may have against the other (including for example any that the Tenant may have for breach by the Landlord of clause 18.4)
- all money received in respect of insurance of the Premises effected by the Landlord will belong to the Landlord absolutely

## **PART E OTHER TERMS**

### **19 Forfeiture**

#### **19.1**

A 'Forfeiting Event' is any of the following:

- any Rent or sum regarded as rent for the purposes of this Lease is outstanding for 21 days after becoming due whether formally demanded or not
- a material breach by the Tenant of any of the provisions of this Lease
- the Tenant is Insolvent

## **19.2**

Whenever a Forfeiting Event exists the Landlord may enter the Premises (or any part of them) at any time even if a previous right of re-entry has been waived and then the Term will end but without affecting any rights that the Landlord may have against the Tenant including the breach under which the re-entry is made

## **20 Representations**

The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord

## **21 Exclusion of use warranty**

Nothing in this Lease or in any consent granted by the Landlord implies that the Premises may be used for any particular purpose

## **22 Effect of Waiver**

Each of the Tenant's covenants will remain in force even if the Landlord has waived or temporarily released that covenant

## **23 Compensation**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded from this letting to the extent that the law allows

## **24 Extent of Premises**

No estate or interest in the airspace above the Premises is or shall be deemed to be included in the demise contained in this Lease

## **25 Easements**

The operation of Section 62 of the 1925 Act shall be excluded from this Lease and the only rights granted to the Tenant are those expressly set out in this Lease

## **26 Third Party Rights**

This Lease is enforceable by the original parties to it and their successors in title and permitted assignees. It is intended that any rights of any person to enforce the terms of this Lease pursuant to the Contract (Rights of Third Parties) Act 1999 are excluded

## **27 Tenant's possessions**

If after the Tenant has vacated the Premises on the expiry of the Term any of the Tenant's possessions remain on the Premises and

the Tenant fails to remove them within seven days after being requested in writing by the Landlord to do so or if the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt:

**27.1**

the Landlord may as the agent of the Tenant sell the possessions and the Tenant indemnifies the Landlord against any liability incurred by it to any third party whose possessions have been sold by the Landlord in the mistaken belief (which will be presumed unless the contrary is proved) that the possessions belonged to the Tenant

**27.2**

if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord may keep the proceeds of sale unless the Tenant claims them within 90 days of vacating the Premises

**27.3**

the Tenant will be responsible for and will indemnify the Landlord against any damage caused to the Premises by the possessions and any Losses suffered by the Landlord as a result of the presence of the possessions on the Premises after the Tenant has vacated the Premises on the expiry of the Term

**28 Consents**

**28.1**

Any consent of the Landlord under this Lease if it is to be effective must be in writing and signed by or on behalf of the Landlord

**28.2**

Where the consent of the Landlord is required it may be given subject to any necessary further consent being obtained from a superior landlord or mortgagee and nothing in this Lease implies that this further consent may not be unreasonably withheld

**29 Notices**

**29.1**

A notice under this Lease must be in writing and unless the receiving party or its authorised agent acknowledges receipt is valid if (and only if) it:

**29.1.1**

is given by hand sent by registered post or recorded delivery or sent by fax provided a confirmatory copy is on the same day given by hand or sent by registered post or recorded delivery and

**29.1.2**

is served:

- where the receiving party is a company incorporated within Great Britain at its registered office
- where the receiving party is the Tenant and the Tenant is not such a company at the Premises
- where the receiving party is the Landlord or any guarantor and that party is not such a company at that party's address shown in this Lease or at any address specified in a notice given by that party to the other parties

## 29.2

Unless it is returned through the Royal Mail undelivered a notice sent by registered post or recorded delivery is to be treated as served on the second Working Day after posting whenever and whether or not it is received

## 29.3

A notice sent by fax is to be treated as served on the day upon which it is sent or the next Working Day where the fax is sent after 4 p.m. or on a day that is not a Working Day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered

## 29.4

If the receiving party consists of more than one person a notice to one of them is notice to all

## 29.5

'Working Day' means a day when the UK clearing banks are open for business in the City of London

# SCHEDULE: AUTHORISED GUARANTEE AGREEMENT

DATE:

PARTIES:

- (1) [of the registered office of which is at ] [Company  
Registration No. ] ('the Tenant') and
- (2) [of the registered office of which is at ] [Company  
Registration No. ] ('the Landlord')

## 1 Definitions and recitals

### 1.1

This Deed is supplemental to a lease [an underlease] ('Lease') dated the [ ] and made between (1) [the Landlord] and (2) [the Tenant] by which the premises known as [ ] ('Premises') were let for a term of [ ] years from [and including] the [ ] ('Term') subject to the payment of

the rent[s] reserved by and the performance of the provisions of the Lease

## **1.2**

The reversion immediately expectant on the determination of the Term [remains or is now] vested in the Landlord and the unexpired residue of the Term [remains or is now] vested in the Tenant

## **1.3**

The Lease contains provisions prohibiting the Tenant from assigning the Premises without the consent of the Landlord such consent not to be unreasonably withheld in certain circumstances and further provides that any consent will be subject to a condition that the Tenant enters into an authorised guarantee agreement as defined in the Landlord and Tenant (Covenants) Act 1995 ('1995 Act')

## **1.4**

The Landlord has agreed (at the request of the Tenant) to grant a licence to the Tenant to assign its estate and interest in the Premises to [] ('Assignee') subject to the Tenant and the Assignee entering into a formal licence in the form required by the Landlord and the Tenant entering into this authorised guarantee agreement

## **1.5**

This deed is an authorised guarantee agreement as defined in the 1995 Act, section 16

## **1.6**

All terms defined in the Lease have the same meanings when used in this deed except where the contrary appears

# **2 Tenant's covenants**

The Tenant covenants with the Landlord and (without the need for any express assignment) with all of its successors in title:

## **2.1**

if the Assignee does not pay the Rent or any other sum due under the Lease on the date on which it is due to pay to the Landlord on demand the Rent or other sum and the expression 'other sum' includes (for example) any sum that the Assignee is ordered to pay in any proceedings arising out of the Lease (except proceedings under the 1954 Act to renew the Lease) or agrees to pay by way of settlement of those proceedings

## **2.2**

if the Assignee is in breach of any provision of the Lease to remedy that breach on demand and to indemnify and keep indemnified the

Landlord against all Losses suffered by the Landlord as a result (directly or indirectly) of that breach

## **2.3**

in addition to the obligations set out in clauses 2.1 and 2.2 and if the Lease is disclaimed by the Assignee's trustee in bankruptcy or liquidator or by the Crown:

### **2.3.1**

to pay to the Landlord on demand an amount equal to the Rent and other sums of a recurring nature that would have been payable under the Lease for the period beginning on the date of disclaimer and ending on the earliest of:

- the date upon which the Premises are re-let
- the expiry of the Term
- the expiry of the period of one year beginning on the date of the disclaimer or

### **2.3.2**

if requested by the Landlord within 90 days of disclaimer to take from the Landlord a lease of the Premises from the date of disclaimer for the residue of the Term then remaining unexpired at the Rent payable at the time of disclaimer or (where a rent review is pending at the time of disclaimer at the Rent that is subsequently agreed or determined under clause 6 of the Lease to have been payable at the time of disclaimer) and upon the same terms as those contained in the Lease with all provisions of a periodical nature (including for example those relating to review of the Rent) expressed to apply on the actual dates that would have applied if the Lease had not been disclaimed and

### **2.3.3**

to pay the costs (and VAT) of the Landlord incurred in relation to the disclaimer and where appropriate the grant of the lease to the Tenant

## **3 Application of covenants**

The obligations of the Tenant set out in clause 2 will continue to apply even if:

### **3.1**

the Landlord grants any time or indulgence to the Assignee or fails to enforce payment of the Rent or other sum or the performance of the terms of the Lease

### **3.2**

the Landlord refuses to accept the Rent tendered when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 section 146 be entitled) to re-enter the Premises



### 3.3

the terms of the Lease are varied except where the variation is a relevant variation as defined in the 1995 Act section 18(4)

### 3.4

a revised Rent has been agreed or determined under clause 6 of the Lease (including any stepped rent phased rent or other rental formula that may be agreed)

### 3.5

the Assignee surrenders part of the Premises and where this happens the liability of the Tenant under the Lease continues for the part of the Premises not surrendered after making any necessary apportionments under the Law of Property Act 1925 section 140

### 3.6

the Tenant would have been released by any other event

## 4 Duration and extent

### 4.1

The obligations of the Tenant set out in clause 2 apply for the period beginning on the date upon which the Premises are assigned to the Assignee and ending on the date upon which the Assignee is released by the 1995 Act from its obligations under the Lease but the Tenant will remain liable under this deed in respect of any liabilities that arise prior to that release

### 4.2

Nothing in this deed imposes on the Tenant any requirement to guarantee the performance under the Lease of any person other than the Assignee

### 4.3

Any provision in this deed that is rendered void under the 1995 Act section 25 will be severed from this deed and the remaining provisions will continue to apply

On Lease

SIGNED as a Deed by the said

**Nicholas Ralph Oglethorpe**

in the presence of:-

W  
I  
T  
N  
E  
S  
S

Signature

Name

Address

Occupation



ELIZABETH MINTERION

4A MALLOW WAY,  
BINGHAM,  
NOTTINGHAM  
NG15 8XD

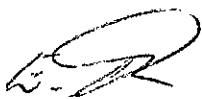
FORENSIC PSYCHIATRIST






SIGNED as a Deed by the said  
**Barrie Launchbury Masterson**  
in the presence of:-



W	Signature	
I	Name	ELIZABETH MASTERSON
T	Address	AS ABOVE
N		
E		
S		
S	Occupation	

SIGNED as a Deed by the said  
**Margaret Lesley Masterson**  
in the presence of:-



W	Signature	
I	Name	GEMMA STURGEON
T	Address	Clapham + Collinge
N		All Saints Green
E		Norwich, NR1 3GA
S		
S	Occupation	Receptionist

*On counterpart*  
SIGNED as a Deed by the said  
**William John Stisted**  
in the presence of:-

W	Signature	
I	Name	
T	Address	
N		
E		
S		
S	Occupation	

SIGNED as a Deed by the said  
**Christopher John Duncan Wise**  
in the presence of:-

W	Signature
I	Name
T	Address
N	
E	
S	
S	Occupation



Produced 23 Oct 2006 from Ordnance Survey digital data and incorporating surveyed revision available at this date. © Crown Copyright 2006.

Reproduction in whole or in part is prohibited without the prior permission of Ordnance Survey.

Ordnance Survey and the OS symbol are registered trade marks and Siteplan a trade mark of Ordnance Survey, the national mapping agency of Great Britain.

Part or all of this Siteplan is enlarged from mapping produced at one or more of the following scales 1:1250, 1:2500, 1:10000.

20 0 20 40 60 80  
Metres



Centre Coordinates: 497684 121695

National Grid sheet reference at centre of this Siteplan: SU9721

Supplied by: Trident Maps Ltd  
Serial Number: 01271400



**COLOUR**

WISTERIA HOUSE  
MARKET SQUARE  
PETWORTH GU28 0AJ