

DATED 03<sup>rd</sup> May 2017

NARESH KUMAR (1)  
PARAMJIT KAUR (2)

and

AJANTHINI ARULARAJAH (1)  
GEETHANJALI ARULARAJAH (2)

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L E A S E

o f Premises 171 Queens Road, London SE15 2ND

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**GLEN SOLICITORS**

**139 Little Ealing Lane**

**London - W5 4EJ**

**T / 00702 / 17**

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**LR1. Date of the lease**

**LR2. Title Number(s)**

**LR2.1 Landlord's title number(s)**  
TGL165655

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**  
NARESH KUMAR and PARAMJIT KAUR  
Of [REDACTED]

**Tenant**  
AJANTHINI ARULARAJAH GEETHANJALI ARULARAJAH OF [REDACTED]

**Other parties**

**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.

The Property described in clause 1.

**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.**  
None.

**LR5.2 This lease is made under, or by reference to, provisions of:**  
Not applicable.

**LR6. Term for which the Property is leased**

The term as specified in this lease in clause 1

**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**

**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**  
None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements contained in clause 4.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements contained in clause 5.

**LR12. Estate rentcharge burdening the Property**

None

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

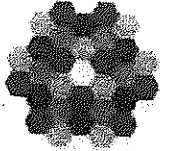
None.

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

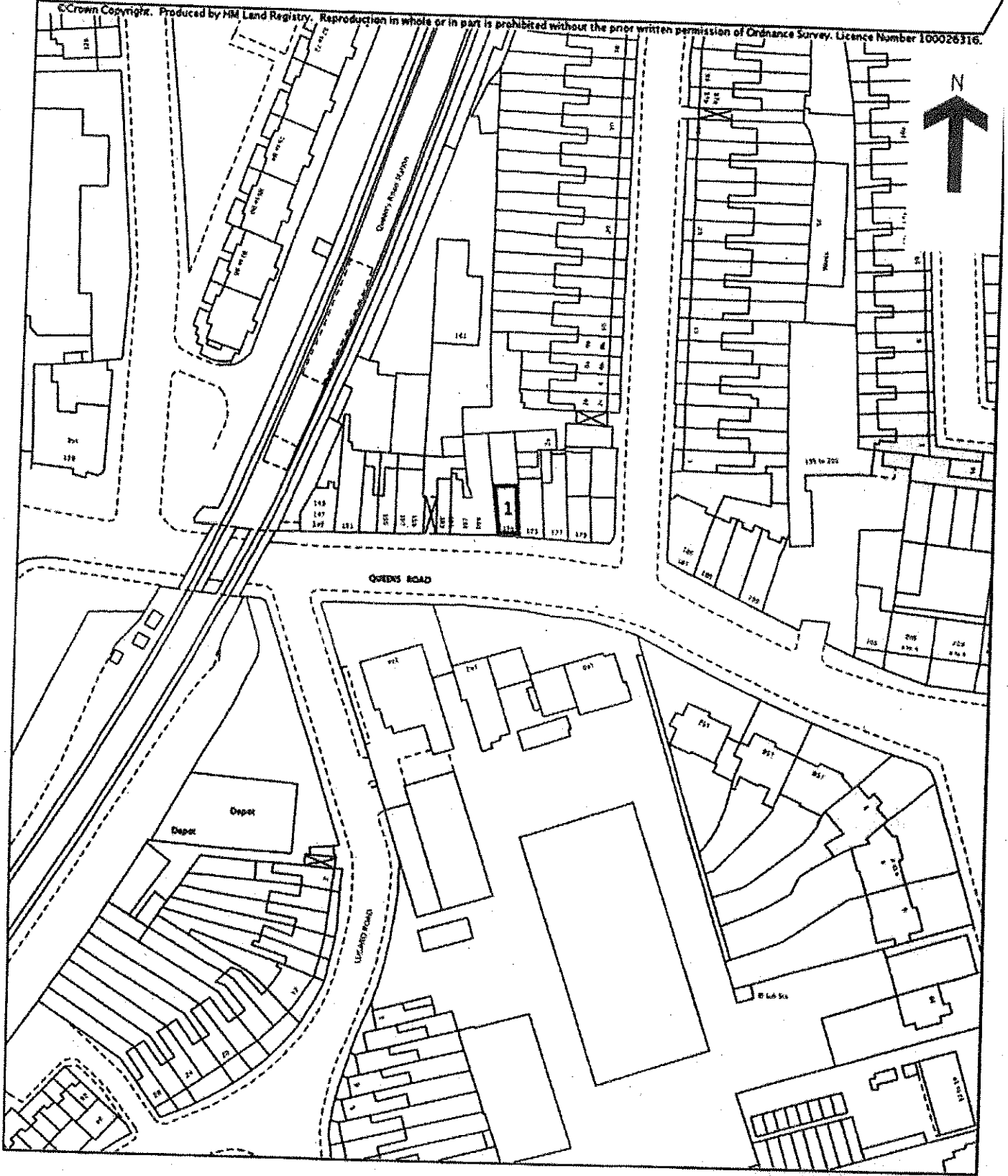
The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.

HM Land Registry  
Official copy of  
title plan

Title number TGL165655  
Ordnance Survey map reference TQ3576NW  
Scale 1:1250  
Administrative area Southwark



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Parties

- (1) NARESH KUMAR and PARAMJIT KAUR Of [REDACTED] (the 'Landlord');
- (2) AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH Of [REDACTED] (the 'Tenant');

1 Definitions

- 2003 Order** the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- Adjoining Property** any land or property adjoining or near the Property whether or not owned, leased or occupied by the Landlord from time to time;
- Event of Insolvency** means:
- (a) being a body corporate:
    - (i) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent body corporate immediately carried into effect);
    - (ii) is deemed unable to pay its debts as defined in s 123 of the Insolvency Act 1986;
    - (iii) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
    - (iv) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
    - (v) presents or suffers to be presented an application for an administration order in relation to it (whether an interim order or otherwise); or
  - (b) being an individual or being more than one individual any one of them:
    - (i) makes a bankruptcy application to an adjudicator pursuant to s 263H of the Insolvency Act 1986;
    - (ii) has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented under Part IX of the Insolvency Act 1986;
    - (iii) makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or
    - (iv) a receiver or manager is appointed over any of his assets,
- and in the case of any company or individual resident in a jurisdiction other than England or Wales the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction;
- Group Company** means another member of the same group of companies (as defined by s 42 of the Landlord and Tenant Act 1954);
- Guarantor** includes [the third party to this Deed and/or] any person who has entered into a guarantee in respect of this lease and for the purposes of clause 22 includes any person

who has entered into an authorised guarantee agreement in relation to this lease;

<b>Insurance Costs</b>	<p>the cost to the Landlord (before any commission) of insuring:</p> <ul style="list-style-type: none"><li>(a) the Property (excluding any plate glass within let areas) against the Insured Risks for its full reinstatement cost, including the costs of demolition, shoring-up and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT; and</li><li>(b) against loss of the Rent (having regard to the provisions for the review of the Rent) for a period of three years; and</li><li>(c) against public liability of the Landlord in connection with any matter relating to the Property, its occupation or use including also the cost of any insurance valuations carried out by or on behalf of the Landlord, but not more than once in every two years;</li></ul>
<b>Insured Risks</b>	<p>fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion and malicious damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable) and any other risks the Landlord may from time to time insure against (whether at its own discretion or at the request of the Tenant);</p>
<b>Interest</b>	<p>Interest at the rate of [4]% over base rate of [insert name of Bank] (or other recognised London clearing bank nominated by the Landlord);</p>
<b>Landlord's Surveyor</b>	<p>a surveyor appointed by the Landlord who may be an individual or a firm or company of chartered surveyors, or an employee of the Landlord or a Group Company of the Landlord;</p>
<b>Legislation</b>	<p>all legislation in force in the United Kingdom at any time during the Term, including:</p> <ul style="list-style-type: none"><li>(a) directives, decisions and regulations of the Council or Commission of the European Union;</li><li>(b) Acts of Parliament;</li><li>(c) orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction; and</li><li>(d) any approved codes of practice issued by or with the authority of a statutory body.</li></ul> <p>A reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted and all subordinate legislation made under it from time to time;</p>
<b>Opening Hours</b>	<p>As permitted by local authority.</p>
<b>Permitted Use</b>	<p>Retail within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted or such other use within such Use Class at that date (whether or not the Order has subsequently been revoked modified or replaced) to which prior Formal Consent has been obtained (such Formal Consent not to be unreasonably</p>

withheld or delayed);

**Plan[s]** the plan annexed to this lease and marked Plan 1.

**Property** the property known as 171 Queens Road, London SE15 2ND registered at the Land Registry with title number TGL165655;

**Rent** £19,240.00 a year or such other amount as may become payable following a review of the annual rent pursuant to the provisions of this lease or any interim rent payable under the Landlord and Tenant Act 1954;

**Rent Commencement Date** 3<sup>rd</sup> May 2017

**Rent Payment Days** 25 March, 24 June, 29 September and 25 December OR as permitted by the Landlord;

**Review Date** the fifth anniversary of the Rent Commencement Date and every subsequent fifth anniversary of that date and any other date when the Rent may be reviewed under this lease;

**Service Media** all conduits, cables, channels, conductors, drains, ducts, pipes, risers, sewers, vents and any other equipment and apparatus used for the reception, generation, passage, transmission and/or storage of Utilities;

**Surveyor** an independent chartered surveyor with at least [ten] years' experience valuing premises comparable to the Property;

**Tenant's Proportion** a fair proportion determined in accordance with this lease;

**Term** a term starting on 3<sup>rd</sup> May 2017 and ending on 2<sup>nd</sup> May 2037 and the period of any holding over or continuation of the tenancy granted by this lease;

**Uninsured Damage** means damage to or destruction of the whole or any part of the Property or access to it which renders the Property unfit for [beneficial] occupation and use by a risk which would be an Insured Risk but for:

- (a) insurance being or becoming unavailable in the insurance market at a reasonable commercial rate;
- (b) the risk not being insured or fully insured by reason of it being a Policy Exclusion in respect of the Property;

**Utilities** electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, oil and soil, signals, electronic communications and all other utilities serving or consumed at the Property;

**VAT** value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

**2 Interpretation**  
In this lease:



- 2.1 the table of contents and schedule and clause headings are for reference only and do not affect its construction or interpretation;
- 2.2 unless the contrary intention is expressed, references to clause [and schedule] numbers are to the relevant numbered clauses [or schedule] in this lease;
- 2.3 the words 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
- 2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.6 the word 'today' refers to the date of this lease;
- 2.7 an obligation to do any act includes an obligation to procure that it is done;
- 2.8 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.10 references to the end of the Term are to its expiry or sooner determination (whenever and however it ends);
- 2.11 references to a 'fair proportion' of any sum are to the whole or a proportion of that sum which is fair and reasonable as determined by the Landlord's Surveyor (whose decision will be final and binding (except in case of manifest error or injustice));
- 2.12 a reference to Landlord's consent means its prior written consent contained in a formal deed in such form as the Landlord may reasonably require and (where required) the consent of any superior landlord or mortgagee of the Landlord. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed;
- 2.13 a reference to the Landlord's approval means prior approval in writing which may be withheld or given subject to conditions in the Landlord's absolute discretion;
- 2.14 the expression the 'Landlord' includes the person or persons from time to time entitled to possession of the Property when this lease comes to an end;
- 2.15 the expression the 'Tenant' includes the successors in title of the Tenant;
- 2.16 the expressions 'landlord covenants', 'tenant covenants' and 'authorised guarantee agreement' are to have the same meaning as is given by the Landlord and Tenant (Covenants) Act 1995, s 28(1).

### **3 Lease of the Property**

- 3.1 The Landlord with full title guarantee lets the Property to the Tenant for the Term.
- 3.2 The Tenant may hold and use the Property during the Term without any interruption (except as authorised by this lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

### **4 Rights granted**

- 4.1 The Landlord grants the following rights to the Tenant:
  - 4.1.1 the right to use the Service Media serving the Property;
  - 4.1.2 The right to support and shelter from the Building and any adjoining land belonging to the Landlord
  - 4.1.3 The right to retain a sign at the entrance to the Premises displaying the Tenant's trading name and to keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction
  - 4.1.4 Subject to first obtaining the Landlord's prior written consent the right to retain an illuminated sign at the entrance to the Premises displaying the Tenant's trading name and to

keep such sign in good and substantial repair and condition and all damage to the Retained Parts being made good by the Tenant to the Landlord's reasonable satisfaction

- 4.1.5 The free and uninterrupted passage of services, facilities and other matter through any service media and Conduits now (whether existing at the date of this Lease or installed at any time during the perpetuity period) forming part of or passing through the Building from and to the Premises
- 4.1.6 The right to enter the Building in accordance with the provisions of this Lease.
- 4.2 The rights granted by clause 4.1
  - 4.2.1 are granted only to the extent that the Landlord has power to grant them;
  - 4.2.2 unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them from time to time;
  - 4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised.
- 4.3 The right granted by clause 4.1.2 is subject to the condition that the Tenant may (except in cases of emergency) exercise that right only after giving reasonable prior written notice to the Landlord and any occupier of the relevant part of the Adjoining Property, and on the conditions that:
  - 4.3.1 it is exercised in a manner which causes as little inconvenience as reasonably practicable; and
  - 4.3.2 the Tenant immediately makes good any damage and indemnifies the Landlord against any liability resulting from the exercise of that right.
- 4.4 Nothing contained or referred to in this lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1 and s 62 of the Law of Property Act 1925 does not apply to this lease.
- 4.5 Nothing contained or referred to in this lease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other tenant or occupier of the Adjoining Property with the Landlord.
- 5 **Rights excepted and reserved**
  - 5.1 The Landlord excepts and reserves from this lease the right:
    - 5.1.1 to build, or carry out works, to Adjoining Property, or to build into any of the boundary walls, foundations or roofs of the Property even if those building or works adversely affect the access of light or air to the Property or otherwise adversely affect use and enjoyment of the Property;
    - 5.1.2 to inspect, connect into, repair and replace any Service Media on, under or over the Property, but which do not form part of the Property and to construct Service Media over or under the Property;
    - 5.1.3 to enter the Property to inspect its state and condition;
    - 5.1.4 to attach or place on the Property any signs and notices, scaffolding or other equipment reasonably required in connection with works being carried out by the Landlord so long as that does not affect beneficial use and enjoyment of the Property;
    - 5.1.5 to enter the Property to exercise any right excepted and reserved by this lease, or for any other reasonable purpose connected with this lease or with the Landlord's interest in the Property or any Adjoining Property.
  - 5.2 Works: The Landlord reserves the right to enter the Property with his contractors or otherwise to carry out the Works and take occupation of such part or parts of the Property (develop, build further floors above the Property) as may be required to carry out the Works subject to:

- 5.2.1 The Landlord giving the Tenant reasonable notice and details, method and timing of the proposed works;
  - 5.2.2 the Landlord using all reasonable endeavours to enable the Tenant to remain in occupation of such parts of the Property as may be permitted by the Works;
  - 5.2.3 the Landlord carrying out the Works in a good and workmanlike manner with good and sound materials and in compliance with all necessary Consents subject to obtaining all Consents relating to the Works to the extent not already obtained (whether prior to or during the course of the Works) and such Consents remaining valid and unrevoked.
  - 5.2.4 the Landlord shall use all reasonable endeavours to minimise any disruption and inconvenience to the Tenant;
  - 5.2.5 subject to clause 5.2.6, from the date that notice is served on the Tenant in accordance with clause 5.2.1 to the date notice is served in accordance with clause 5.2.8, the Tenant shall be required to pay 75% of the Annual Rent and clause 4 of this lease shall be construed accordingly;
  - 5.2.6 if the Landlord is required by any local authority, Health and Safety Executive or other public body to close the Property, the Tenant shall not be required to pay Annual Rent for the period of such closure; and
  - 5.2.7 the Landlord will use all reasonable endeavours to complete the Works as soon as reasonably practicable; and
  - 5.2.8 on completion of the Works, the Landlord shall notify the Tenant that it may resume occupation of the Property on the terms of this lease and from the date of such notice, the Annual Rent shall be payable without deduction or set-off.
- 5.3 The rights excepted and reserved by this lease are excepted and reserved to the Landlord and any superior landlord or mortgagee, and may be exercised by anyone authorised (expressly or impliedly) by the Landlord or a superior landlord.
- 5.4 The Tenant must allow any person who has a right or authority to enter the Property to do so at all reasonable times, during and outside usual business hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Property if entry cannot be effected in any other way. The Landlord will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable.
- 6 Tenant's payments to the Landlord**
- 6.1 The Tenant must pay to the Landlord
- 6.1.1 the Rent in advance and in equal instalments on the Rent Payment Days;
  - 6.1.2 the Insurance Costs within seven days of the Landlord's written demand (including any demand received after the end of the Term but relating to a period within the Term);
  - 6.1.3 all other payments due to the Landlord on demand.
- 6.2 The first instalment of Rent is to be paid on the Rent Payment Day falling immediately before the Rent Commencement Date and shall be a proportionate amount for the period starting on the Rent Commencement Date until the next Rent Payment Day.
- 6.3 All payments must be made in cleared funds by the due date and, if required by the Landlord, the Tenant must pay them by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which the Landlord has notified in writing to the Tenant.
- 6.4 The Tenant must not make any deductions or set-off from any payments due to the Landlord.
- 6.5 The Insurance Costs and all other payments due to the Landlord including any VAT on them are reserved as rent.

**7 Rent review**

**7.1 Market Rent**

'Market Rent' means the best annual rent at which the Property could reasonably be expected to be let as a whole at the relevant Review Date in the open market:

- 7.1.1 without a fine or premium;
- 7.1.2 by a willing landlord to a willing tenant; and
- 7.1.3 which would be payable after the expiry of a rent free or reduced rent period (if any) of such a length as would be negotiated in the open market between the willing landlord and the willing tenant at the relevant Review Date in respect only of fitting out works which would be carried out by the willing tenant;
- 7.1.4 for a lease equal in length to the unexpired residue of the Term at the relevant Review Date or (if longer) five years commencing on and including the relevant Review Date; and
- 7.1.5 otherwise on the same terms as this lease, except as to the amount of the Rent but including provisions for rent review on every *fifth* anniversary of the relevant Review Date on the same basis as in this clause 7 and except that the Permitted Use will be assumed to be any use within Use Class A1 of the Town and Country Planning (Use Classes) Order 1987 (as at the date that Order first came into force) and assuming that there is (where relevant) a rent commencement date in the hypothetical lease at a date after the relevant Review Date to provide for the rent free or reduced rent period referred to in clause 7.1.3 above,  
assuming that:
  - 7.1.6 the Property is available to be let with vacant possession;
  - 7.1.7 the Property and any land or Service Media over which any rights granted by this lease are to be exercised are in good and substantial repair and condition and if damaged or destroyed that they have been reinstated;
  - 7.1.8 the Property is fit and ready for immediate occupation and use by the willing tenant;
  - 7.1.9 the Landlord and Tenant have fully complied with their obligations in this lease;
  - 7.1.10 no work has been carried out by the Tenant or any undertenant or their predecessors in title to the Property or any Adjoining Property before or during the Term, which would lessen the rental value of the Property;
  - 7.1.11 the Property can, in its assumed state, lawfully be used by the willing tenant for the Permitted Use and for any other purpose to which the Landlord has, at the request of the Tenant, given its consent; and
  - 7.1.12 any consents or licences current or required at the relevant Review Date is available to the willing tenant,  
but disregarding:
    - 7.1.13 any occupation of the Property by the Tenant or any authorised undertenant or occupier;
    - 7.1.14 any goodwill attached to the Property by reason of the Tenant or any authorised undertenant or occupier carrying on any business at the Property;
    - 7.1.15 the effect on rent of any improvements (including improvements which form part of the Property at the relevant Review Date) carried out by the Tenant or any authorised undertenant, or their predecessors in title, before or during the Term, with the consent (if required) of the Landlord, at the cost of the Tenant or authorised undertenant, and not under an obligation owed by the Tenant or authorised undertenant to the Landlord or its predecessors in title; and
    - 7.1.16 any Legislation which imposes a restraint upon agreeing or receiving an increase in the Rent.

## **7.2 The Rent review process**

- 7.2.1 The Rent will be reviewed at each Review Date, and on and from each Review Date, will be the higher of the Rent reserved immediately before the relevant Review Date (disregarding any suspension of rent then in operation) and the Market Rent at the relevant Review Date.
- 7.2.2 If the Landlord and the Tenant have not agreed the Market Rent three months before the relevant Review Date, either may require it to be determined by the Surveyor appointed jointly by the Landlord and the Tenant or if they do not agree then on the application of either the Landlord or the Tenant by the President of the Royal Institution of Chartered Surveyors (or any other officer authorised to carry out that function).
- 7.2.3 The Landlord and the Tenant may agree the level of the Market Rent at any time before the Surveyor has determined it.
- 7.2.4 The Surveyor will act as an arbitrator in accordance with the Arbitration Act 1996.
- 7.2.5 If the Surveyor dies, gives up the appointment, or fails to act in accordance with this clause 7, or it becomes apparent that the Surveyor is or will become unable so to act, the Landlord and the Tenant may make a further appointment of, or application for, a substitute Surveyor.
- 7.2.6 The costs of appointment and fees of the Surveyor must be paid in such proportions as the Surveyor directs, or if no such direction is made, then equally by the Landlord and the Tenant.
- 7.2.7 Once the reviewed Rent has been agreed or determined the Landlord, the Tenant and any Guarantor must sign a memorandum recording the level of the Rent (whether or not there has been any increase) which must be annexed to this lease and its counterpart.

## **7.3 Rent during the review process**

- 7.3.1 If the reviewed Rent has not been agreed or determined before the relevant Review Date then the Rent will continue to be payable at the rate reserved immediately before the relevant Review Date and on the Rent Payment Day after the reviewed Rent has been agreed or determined any shortfall between the Rent paid and the reviewed Rent for the period commencing on the relevant Review Date until that Rent Payment Day will become due together with interest on that shortfall at the base rate from time to time of Barclays Plc.
- 7.3.2 If there is any Legislation in force at the relevant Review Date which restricts the Landlord's right to review the Rent or to receive any increase in the Rent following a review then the date on which the Legislation is repealed or amended to allow a review of or increase in the Rent will be a further Review Date and the Landlord will be entitled by giving written notice to the Tenant to require a review of the Rent in accordance with this clause.

## **8 Tenant's responsibility for other payments**

- 8.1 The Tenant must pay and indemnify the Landlord against all present and future rates (including any rating relief for empty premises that the Landlord is unable to claim after the Term has ended because of any claim made by the Tenant during the Term), duties and assessments charged on or payable in respect of the Property (except any tax imposed on the Landlord in respect of the receipt of rents reserved by this lease or any dealing with or disposition of the Landlord's Interest in the Property).
- 8.2 The Tenant must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property.
- 8.3 The Tenant must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Landlord in respect of any land or Service Media outside but serving the Property.
- 8.4 The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with:

- 8.4.1 any proceedings under s 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices and any steps taken in contemplation of, or in relation to those proceedings, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);
- 8.4.2 enforcing or seeking to enforce any of the tenant covenants in this lease:
- (a) by whatever means;
  - (b) whether during or after the end of the Term; and
  - (c) whether or not proceedings in relation to breach of the relevant covenant are contemplated, have been commenced or have concluded;
- 8.4.3 the preparation and service of schedules of dilapidations at any time during the Term (or within [12] months after the end of the Term in respect of dilapidations arising during the Term), and supervising any works undertaken to remedy those dilapidations;
- 8.4.4 the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease, including the costs of preparing and serving any notice under s 17 of the Landlord and Tenant (Covenants) Act 1995; and
- 8.4.5 any application for a consent or approval of the Landlord (including the preparation of any documents) required by this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).

## **9 VAT**

- 9.1 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord under this lease, the Tenant must also pay any VAT due in connection with that supply.
- 9.2 Where the Tenant is to reimburse the Landlord for any payment made by the Landlord under or in connection with this lease, then the Tenant must also reimburse any VAT payable on it, except to the extent that the Landlord is able to obtain an input credit for the VAT from HM Revenue & Customs.

## **10 Interest**

The Tenant must pay Interest to the Landlord:

- 10.1 if the Rent is not paid to the Landlord on the due date for payment, or if the Landlord refuses to accept Rent when the Tenant is, or may be, in breach of any of its obligations in this lease; and
- 10.2 if any other sum payable under this lease is not paid to the Landlord within [seven] days after the due date for payment, or if the Landlord refuses to accept any other such sum when the Tenant is, or may be, in breach of any of its obligations in this lease,
- in each case, for the period starting on the due date until payment is made by the Tenant or (where applicable) accepted by the Landlord (both before and after any judgment).

## **11 Landlord's responsibility for insurance and reinstatement**

- 11.1 The Landlord must insure the Property other than plate glass in the Property and any part of the Property installed by the Tenant or any other occupier for its full reinstatement cost against the Insured Risks, through an agency chosen by the Landlord and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.
- 11.2 The Landlord must on demand (but not more than once in any year of the Term) give the Tenant a copy of the current insurance policy.
- 11.3 If the Property is damaged or destroyed by an Insured Risk then:
- 11.3.1 unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 12.4; and
  - 11.3.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available,

the Landlord will use the insurance moneys it receives (except any received for loss of rent or public liability) in repairing and reinstating the Property (other than any part which the Landlord is not obliged to insure) or in building a reasonably comparable property as soon as reasonably possible and in compliance with all applicable Legislation.

- 11.4 If the insurance moneys received by the Landlord are insufficient to repair or reinstate the Property the Landlord must pay the shortfall.

**12 Tenant's obligations relating to insurance**

The Tenant must

- 12.1 pay the Insurance Costs in accordance with this lease;
- 12.2 comply with the requirements of the insurers relating to the Property and not do or omit to do anything which may make any insurance of the Property or of any Adjoining Property taken out by the Landlord or any superior landlord void or voidable, or which would result in an increase in the premiums;
- 12.3 give the Landlord immediate written notice of any damage to or destruction of the Property by an Insured Risk;
- 12.4 pay the Landlord on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk because of any act or omission of the Tenant;
- 12.5 pay to the Landlord a fair proportion of the amount of any excess required by the insurers in connection with any damage or destruction by an Insured Risk within [seven] days of written demand;
- 12.6 not take out any insurance of the Property against the Insured Risks in its own name other than in respect of any plate glass or any part of the Property installed by or on behalf of the Tenant or any undertenant, and if the Tenant has the benefit of any such insurance then the Tenant must hold all money receivable under that insurance on trust for the Landlord; and
- 12.7 if requested by the Landlord remove the tenant's fixtures and effects from the Property to allow the Landlord to repair or reinstate the Property following damage or destruction by an Insured Risk.

**13 Suspension of Rent or termination of the lease**

- 13.1 If the Property or the means of access to the Property are damaged or destroyed by an Insured Risk so that the Property is unfit for occupation or use then the Rent (or a due proportion of it determined by the Landlord's Surveyor according to the nature and extent of the damage) will be suspended from the date of damage or destruction for a period of three years, or, if sooner, until the Property is fit for occupation and use but only to the extent that the Landlord is able to recover such sums through the insurance in place.
- 13.2 Any advance payment of Rent made by the Tenant before the date of damage or destruction by an Insured Risk in respect of a period after that date will be (to the extent that the Rent is suspended) repaid by the Landlord to the Tenant as soon as reasonably practicable.
- 13.3 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant, nor unless and until any arrears of Rent or other sums due under this lease have been paid by the Tenant in full.
- 13.4 If there is no reasonable prospect (in the Landlord's reasonable opinion) of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then the Landlord may end this lease by giving to the Tenant at least [three] months' written notice of termination and the lease will end on the date specified in that notice.
- 13.5 Unless the Landlord has given to the Tenant written notice confirming that the Property will be reinstated at the Landlord's own cost the Tenant may give to the Landlord not less than [six] and not more than [12] months' notice in writing—but only while the Property remains unfit or inaccessible and while the Landlord has not commenced reinstatement works—expiring no earlier than the date [three] years after the date of damage or destruction, and on the expiry of that notice the Term will end but without prejudice to any rights or remedies that have accrued.

- 13.6 If the Property is made fit for occupation and use prior to the expiry of any notice served by the Tenant under clause 13.5 then this lease will not end.
- 13.7 If this lease is brought to an end by either party under clause 13.4 or 13.5 the Landlord is entitled to retain all insurance moneys.
- 13.8 If there is any disagreement between the parties relating to or arising out of whether or not the Property is unfit for occupation or use or whether there is no reasonable prospect of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then either party may require that it is resolved by means of alternative dispute resolution (ADR).
- 13.9 If the parties cannot agree on a mediator to determine the dispute either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to nominate a suitable person.
- 13.10 The liability for paying all costs of referring a dispute to ADR including costs connected with the appointment of the mediator will be decided by the mediator OR Each party shall pay its own costs of referring a dispute to ADR including costs connected with the appointment of the mediator.
- 14 Tenant's responsibility for the state and condition of the Property**
- 14.1 The Tenant must repair and keep the Property in good and substantial repair and condition fair wear and tear excepted Provided that the Tenant is not required to put the Property into any better state and condition than that evidenced by the attached Schedule of Condition.
- 14.2 The Tenant will not be required to repair the Property where any damage has been caused by an Insured Risk (unless the payment of any insurance monies is refused in whole or in part due to an act or default of the Tenant or anyone at the Property with the Tenant's express or implied authority).
- 14.3 The Tenant must keep all plant and equipment within and forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair.
- 14.4 The Tenant must keep any outside parts of the Property clean and tidy, any landscaped areas properly weeded and any unbuilt-on areas adequately surfaced and must regularly clean the inside and outside of all windows at the Property.
- 14.5 The Tenant will not be liable under this clause to the extent that the Landlord is obliged to carry out the relevant repair works under clause 11.3.
- 14.6 The Tenant must redecorate the inside of the Property every five years and the outside every three years and both in the last six months before the end of the Term. All redecoration is to be carried out in colours and materials approved by the Landlord and to the Landlord's reasonable satisfaction.
- 14.7 At the end of the Term the Tenant must yield up the Property with full vacant possession decorated and repaired in accordance with and in the state and condition required by this lease.
- 15 Alterations**
- 15.1 The Tenant must not make any alterations or additions to the Property without the Landlord's consent.
- 15.2 Unless and to the extent otherwise required by the Landlord by written notice given to the Tenant not less than six months before the end of the Term, the Tenant must, at the end of the Term,
- 15.2.1 remove any alterations or additions made to the Property;
- 15.2.2 make good any damage caused by that removal; and
- 15.2.3 reinstate the Property to its layout and condition prior to the relevant alterations or additions being made,  
to the Landlord's reasonable satisfaction.
- 15.3 If the Tenant alters the Property without Landlord's consent the Tenant must:
- 15.3.1 reinstate the Property immediately after notice from the Landlord to do so;



15.3.2 carry out these reinstatement works in a good and workmanlike manner using good quality materials to the Landlord's reasonable satisfaction and in compliance with Legislation.

If the Tenant fails to reinstate the Property as required by this clause 15 the Landlord is entitled to enter the Property and carry out the necessary works and to charge the Tenant for all its costs and expenses, which will be recoverable as a debt.

**16 Aerials signs and re-letting notices**

16.1 The Tenant must not put up or display any sign, notice, aerial, flag, satellite dish, or advertisement which can be seen from outside the Property, other than external signage of a size and design previously approved by the Landlord, such approval not to be unreasonably withheld or delayed.

16.2 The Tenant must not place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name, notice, sign, placard, poster, sticker or advertisement other than:

16.2.1 the signs referred to in clause 16.1;

16.2.2 normal price tickets attached and relating to goods sold in the display area inside the Property, provided that they are not placed on the window glass;

16.2.3 trade placards, posters or advertisements of a temporary and not excessive nature, necessary or usual for the Permitted Use, but no more than [25]% of the surface area of the shop window of the Property may be obscured by them.

16.3 At the end of the Term, the Tenant must remove all signage erected by the Tenant (or other authorised occupier) and make good to the reasonable satisfaction of the Landlord any damage caused by such removal.

16.4 The Tenant must not erect any aerial, pole or mast or install any satellite dish, cable or wire on the Property, whether in connection with telecommunications or otherwise without the prior written consent of the Landlord [such consent not to be unreasonably withheld or delayed.

16.5 The Tenant must permit the Landlord to place a sign on the Property at any time advertising the sale of the Landlord's interest (or any superior interest) in the Property and during the last six months of the Term for the re-letting of the Property.

**17 Restrictions and requirements on use**

17.1 The Tenant must not:

17.1.1 use the Property for any purpose other than the Permitted Use;

17.1.2 leave the Property unoccupied without the consent of the Landlord;

17.1.3 do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any owner or occupier of any other property adjoining or near the Property;

17.1.4 store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any Adjoining Property;

17.1.5 install or erect any exterior lighting, shading or awning at the Property;

17.1.6 obstruct or place any items for sale on the Property or any pavement, footpath or roadway adjoining or serving the Property;

17.1.7 overload the floors or structures of the Property;

17.1.8 obstruct or damage the Service Media;

17.1.9 create any easement, right or privilege in favour of any other person over the Property;

17.1.10 lose or reduce an easement, right or privilege benefiting the Property.

- 17.2 The Tenant, by way of indemnity only, must during the Opening Hours keep the Property open for business and the shop windows attractively dressed and must trade actively throughout substantially the whole of the Property unless:
- 17.2.1 prevented from doing so by destruction or damage to the Property caused by one or more of the Insured Risks;
  - 17.2.2 non-trading is necessary to allow any major repairs, alterations or additions to the Property to be carried out with all reasonable speed;
  - 17.2.3 non-trading is necessary to allow a permitted assignment or underletting of the Property to be completed; or
  - 17.2.4 to do so would be or result in a breach of any other provision of this lease.
- 17.3 The Tenant is subject to and must comply with all restrictive covenants and matters stated or referred to on the official copy entries of the Landlord's title under number TGL165655.
- 17.4 The Tenant must not stop up, darken or obstruct any window or light belonging to or forming part of the Property.
- 17.5 The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately on becoming aware of any such matters. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.
- 18 Dealings**
- 18.1 General restrictions**
- The Tenant must not part with nor agree to part with possession of the whole or part of the Property or this lease, nor allow any other person to occupy the whole or any part of the Property nor to grant any rights to third parties over the Property, except as permitted by the remainder of this clause 18.
- 18.2 Assignment**
- 18.2.1 The Tenant must not assign any part (as opposed to the whole) of this lease and must not assign the whole of this lease without the consent of the Landlord.
  - 18.2.2 The Landlord and the Tenant agree that, for the purposes of s 19(1A) of the Landlord and Tenant Act 1927
    - (a) the Landlord may refuse consent to an assignment if in the Landlord's reasonable opinion the proposed assignment would not be in the interests of good estate management with respect to the Property or if the proposed assignee is not of sufficient financial standing to pay the Rent and other sums payable under this lease and to comply with the Tenant's obligations in this lease (except where in the reasonable opinion of the Landlord acceptable security for those payments and obligations is provided);
    - (b) the Landlord may give consent to an assignment subject to a condition that the Tenant enters into an authorised guarantee agreement no later than the date of the instrument of the proposed assignment providing for a guarantee of all the obligations of the proposed assignee under this lease from the date of the proposed assignment until the proposed assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by s 16(5) of that Act and is otherwise in accordance with s 16 of that Act and in form reasonably required by the Landlord.
  - 18.2.3 Clause 18.2.2 does not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

### 18.3 Underletting

- 18.3.1 The Tenant must not underlet or agree to underlet any part of the Property (as distinct from the whole).
- 18.3.2 The Tenant must not underlet the whole of the Property, except in accordance with the remainder of this clause 18.3 and then only with the consent of the Landlord.
- 18.3.3 The Tenant must not underlet the Property without first obtaining from the undertenant a covenant by the undertenant with the Landlord to comply:
- (a) with the terms of this lease on the part of the Tenant other than as to the payment of the Rent or other sums reserved as rent by this lease; and
  - (b) with the obligations on the undertenant in the underlease throughout the term of the underlease or until the undertenant is released by virtue of the Landlord and Tenant (Covenants) Act 1995, if sooner.
- 18.3.4 Any underlease must be granted at a rent which is not less than the then full open market rental value of the Property and without a fine or premium (save in respect of any rent-free period which may be negotiated in the open market between a willing landlord and a willing tenant) and with the underlease rent payable not more than one quarter in advance.
- 18.3.5 The Tenant must not grant an underlease without first entering into an enforceable agreement excluding ss 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 from the tenancy to be created by the underlease.
- 18.3.6 Any underlease must contain the following terms:
- (a) (where the term of the underlease extends beyond a Review Date) a provision for the review of the rent in the same terms and on the same dates as the review of the Rent in this lease;
  - (b) an obligation on the undertenant not to deal with or dispose of its interest in the underlease, or part with possession of the whole or part of that interest or permit any other person to occupy the Property except by way of an assignment of the whole of its interest in the Property, which may only be made with the Landlord's consent; and
  - (c) agreements between the Tenant and the undertenant in the same terms as clause 18.2.2 and a further agreement between the Tenant and the undertenant expressed to be for the purposes of s 19(1A) of the Landlord and Tenant Act 1927 that the Tenant may give its consent to an assignment of the underlease subject to a condition that the proposed assignee of the underlease enters into a covenant with the Landlord with effect from the date of the instrument of the assignment of the underlease in the terms of the covenant required from the undertenant by clause 18.3.3 and must otherwise be consistent with the terms of this lease.
- 18.3.7 The Tenant must ensure that the rent in any underlease is reviewed in accordance with the underlease and must not agree the level of any reviewed rent with an undertenant without the consent of the Landlord and, where the underlease provides for third party determination of the rent, the Tenant must not without the consent of the Landlord:
- (a) agree any appointment of such third party; or
  - (b) agree whether the third party should act as an arbitrator or expert, and the Tenant must incorporate into its representations to the third party any reasonable representations required by the Landlord and must give, within [28] days of determination, notice to the Landlord of the revised rent.
- 18.3.8 The Tenant must enforce the obligations of the undertenant in any underlease and exercise its rights under the agreements made between it and the undertenant for the purposes of s 19(1A) of the Landlord and Tenant Act 1927.
- 18.3.9 The Tenant must not vary nor give or enter into any side letter or collateral agreement in respect of the terms any underlease.

18.3.10 The Tenant must not without the consent of the Landlord accept or agree to accept a surrender of, nor forfeit any underlease.

**18.4 Charging**

The Tenant must not charge or agree to charge any part of the Property (as distinct from the whole) and must not charge or agree to charge the whole of the Property without the consent of the Landlord.

**18.5 Declaration of trust**

The Tenant must not execute any declaration of trust of the whole or any part of its interest in the Property or this lease.

**18.6 Group sharing of occupation**

The Tenant may share occupation of the Property with a Group Company if and so long as that entity remains a Group Company and no relationship of landlord and tenant is created between the Tenant and that other member. The Tenant must keep the Landlord informed of the identities of all occupiers and of the basis upon which they are occupying the Property.

**18.7 Registration of dealings**

Within one month of any dealing with, or devolution of, the Property or this lease or of any interest created out of them or it, the Tenant must give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing it (and a certified copy for any superior landlord). A registration fee of £50+vat will be payable to the Landlord and the Tenant must pay the reasonable registration fee of any superior landlord.

**19 Legal requirements and regulations**

The Tenant must:

- 19.1 observe and comply with all Legislation affecting the Property, its use and occupation and the health and safety of persons working at or visiting it, whether the Legislation requires the owner, landlord, tenant or occupier to comply and to indemnify and keep indemnified the Landlord both during and after the end of the Term in respect of any liability incurred or suffered by the Landlord arising from any non-observance or non-compliance;
- 19.2 observe and comply with any regulations concerning the Property reasonably made by the Landlord and communicated to the Tenant in writing;
- 19.3 give the Landlord written notice of any defect in the Property which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and display any notices at the Property needed to enable the Landlord to comply with that Act;
- 19.4 at the end of the Term pay to the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Property under any Legislation;
- 19.5 give the Landlord a copy of any notice received by the Tenant, relating to the Property or any occupier of it, or to the Landlord's interest in it, upon having received it and take any steps which the Landlord reasonably requires in connection with such notice;
- 19.6 not apply for planning permission without the consent of the Landlord, and pay any charge imposed under Legislation relating to town and country planning in respect of the use of the Property, or any works carried out at the Property; and
- 19.7 not give any notice or counter-notice under the Party Wall etc Act 1996 without the consent of the Landlord.

**20 Forfeiture**

The Landlord is entitled to re-enter the Property and forfeit this lease immediately if:

- 20.1 the Rent or any other payment under this lease is more than 14 days overdue;

- 20.2 the Tenant is in breach of any of its obligations in this lease;
- 20.3 an Event of Insolvency occurs in relation to the Tenant or the Guarantor;
- 20.4 the Tenant or Guarantor is struck off the register of companies.
- 21 Guarantor's covenant**
- 21.1 The Guarantor covenants with the Landlord:
  - 21.1.1 that the Tenant will pay the Rent and all other sums due under this lease and comply with all the Tenant's obligations in this lease and in any authorised guarantee agreement given by the Tenant in relation to this lease. In any case of default by the Tenant the Guarantor will pay the Rent and all other sums due under this lease and comply with those obligations, and will on demand make good to the Landlord on a full indemnity basis all liability incurred or suffered by the Landlord as a result of that default;
  - 21.1.2 that it will join in and be bound by any documents supplemental to or collateral with this lease made by the Landlord and Tenant at any time before an assignment of this lease by the Tenant;
  - 21.1.3 that if this lease is disclaimed or forfeited or if the Tenant is struck off the register of companies and if within three calendar months of that disclaimer, forfeiture or striking off the Landlord serves notice in writing on the Guarantor requiring it to do so the Guarantor must, at its own cost, accept (and execute and deliver a counterpart of) a lease of the Property for a term commencing on the date of disclaimer or forfeiture of this lease or the date on which the Tenant is struck off the register of companies and expiring on the date when this lease would have expired had it not been disclaimed or forfeited or the tenant struck off, at the same Rent and other sums as would have been payable under this lease but for the disclaimer, forfeiture or striking off and on the same covenants and conditions in this lease;
  - 21.1.4 if the Landlord does not require the Guarantor to take a new lease, then the Guarantor must on demand pay to the Landlord a sum equal to the Rent and other sums that would have been payable under this lease but for the disclaimer or forfeiture from and including the date of disclaimer or forfeiture for the period of *six months* or if sooner the date on which the Property is re-let at full open market rent or the end of the Term.
- 21.2 As between the Landlord and the Guarantor the Guarantor is a principal debtor and not merely a surety.
- 21.3 The Guarantor's liability will not be reduced or discharged by any of the following:
  - 21.3.1 any time, indulgence or concession granted by the Landlord to the Tenant or to any other person who is liable;
  - 21.3.2 the Landlord dealing with, varying or failing to perfect or enforce any of its rights or remedies against the Tenant or any other person who is liable;
  - 21.3.3 the existence of or dealing with, varying or failing to perfect or enforce any security which may be or become available to the Landlord;
  - 21.3.4 any act or neglect of the Landlord by which the benefit of any security or any right or remedy against any person who is liable is released, lost or diminished;
  - 21.3.5 any variation of, addition to or reduction from the terms of this lease whether or not the same confers or imposes only a personal right or obligation;
  - 21.3.6 any right to set off (whether legal or equitable), counterclaim or deduction which may have accrued to the Tenant or the Guarantor;
  - 21.3.7 any non-acceptance of the Rent or other sums due under this lease, in circumstances in which the Landlord has reason to suspect a breach of the Tenant's obligations under this lease;
  - 21.3.8 any waiver by the Landlord of any right to forfeit this lease;

- 21.3.9 a surrender of part of the Property, except that the Guarantor will have no liability in relation to the surrendered part in respect of any period after the date of the surrender;
- 21.3.10 death, incapacity, disability or change in the constitution, status, or name of the Tenant, the Guarantor or of any other person who is liable or of the Landlord;
- 21.3.11 any amalgamation or merger by the Landlord or the Tenant with any other person, any restructuring or the acquisition of the whole or any part of the assets or undertaking of the Landlord or the Tenant by any other person;
- 21.3.12 the Tenant or any other person who is liable entering into any arrangement or composition with any of its creditors (whether or not such arrangement or composition binds or is expressed to bind the Landlord); and
- 21.3.13 the appointment of any liquidator, trustee in bankruptcy, administrator, receiver, or receiver and manager or any similar officer to, over or in relation to any of the assets or undertaking of the Tenant;
- 21.3.14 the fact that any other person or entity comprising the Guarantor or intended to comprise the Guarantor has not executed this lease or is not bound by the guarantee in this clause 21.

## **22 Replacement guarantor**

22.1 In this clause 'Guarantor Replacement Event' means:

- 22.1.1 the death of the Guarantor;
- 22.1.2 an Event of Insolvency occurs in relation to the Guarantor.

22.2 The Tenant must give written notice to the Landlord within seven days after becoming aware of a Guarantor Replacement Event. If the Landlord responds by giving notice requiring a replacement the Tenant must within 28 days of receiving notice from the Landlord procure some other person reasonably acceptable to the Landlord to execute a replacement guarantee in the form executed by the Guarantor in respect of whom the Guarantor Replacement Event has occurred. If no suitable replacement guarantee is provided then the Landlord may instead require the Tenant to provide suitable additional security.

## **23 Miscellaneous**

### **23.1 Notices**

- 23.1.1 Section 196 of the Law of Property Act 1925 applies to all notices served under this lease but its provisions are extended so that any notice or demand in connection with this lease may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.
- 23.1.2 The Tenant must give the Landlord verbal notice of any matter affecting the Property where emergency action is needed as well as written notice.

### **23.2 Landlord's right to remedy default by the Tenant**

If the Tenant fails to comply with any of its obligations in this lease, the Landlord may give the Tenant written notice of that failure, and the Tenant must remedy it (if capable of remedy) within a reasonable period specified by the Landlord, having regard to the nature of the breach (as determined by the Landlord's Surveyor). If the Tenant fails to do this the Landlord may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this lease, and any costs incurred by the Landlord will be a debt due from the Tenant and payable on demand and may be recovered by the Landlord as if it were additional rent.

### **23.3 Tenant to provide information**

The Tenant must give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this lease and shall give the

Landlord written notice of any matter in connection with the Property which may make the Landlord liable to any third party.

**23.4 Tenant's acknowledgement**

The Tenant acknowledges that it has not entered into this lease in reliance on any representation made by or on behalf of the Landlord except any statements or representations expressly made in this lease and any written replies to enquiries given before the grant of this lease by the Landlord's solicitors.

**23.5 Qualification of the Landlord's liability**

The Landlord (and anyone with its express or implied authority) will not be liable to the Tenant or any other person for:

23.5.1 death or injury or any damage to person or property arising or incurred from any act or omission by the Landlord or by any other tenant or occupier of the Property or from the state and condition of the Property or any Adjoining Property or from the exercise or purported exercise of the rights granted by this lease, to the extent the law allows;

23.5.2 any interruption to the supply of Utilities to the Property;

23.5.3 any accidental damage to the Property or to any property of the Tenant or any other person; or

23.5.4 any failure to perform any obligation in this lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time to remedy the matter.

**23.6 Removal of goods**

The Tenant must remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Property more than two weeks after the end of the Term as the Landlord sees fit.

**23.7 Third parties**

Unless expressly stated nothing in this lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

**23.8 Break clause**

23.8.1 The provision to Break Clause is available exclusively to AJANTHINI ARULARAJAH and GEETHANJALI ARULARAJAH only but not to any successive Tenant.

23.8.2 The Tenant may terminate this lease immediately by serving a Break Notice on the Landlord, if the conditions mention in clause 4 of the Agreement dated 03rd May 2017 between the Landlord and Tenant are met

23.8.3 Effect of Break Clause : Subject to clause 23.9.1, following service of a Break Notice this lease shall terminate on the Break Date.

23.8.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

**23.9 Compensation on vacating**

Any statutory right of the Tenant to claim compensation on vacating the Property is excluded to the extent the law allows.

**23.10 No warranty as to use**

Nothing in this lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this lease.

**23.11 Registration of the lease**

23.11.1 If this lease should be registered at the Land Registry, the Tenant will as soon as reasonably practicable and at its own expense apply to the Land Registry to make all entries necessary to give effect to this lease and the Landlord confirms its consent to that application being made.

23.11.2 The Tenant will provide the Landlord with a certified copy of an official copy of the Tenant's registered title to the lease as soon as this is available from the Land Registry.

**23.12 Tenant's indemnity**

The Tenant must keep the Landlord fully indemnified against all liability arising out of any act, omission or negligence of the Tenant or any person at the Property with the Tenant's express or implied authority and under his control or any breach or non-observance by the Tenant of the covenants and conditions contained in this lease or any matters relating to the Property which are subsisting and capable of taking effect.

**23.13 Exclusion of liability following sale of the reversion**

The Landlord covenants to observe and perform the obligations on its part contained in this lease, but not so as to be liable after the Landlord has disposed of its interest in the immediate reversion to this lease and the Tenant hereby releases the Landlord from time to time from any breach or non-observance or non-performance on and from the date of any such disposition.

**23.14 Governing law and jurisdiction**

23.14.1 This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

23.14.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this lease, its subject matter or formation (including non-contractual disputes or claims).

**23.15 Severance**

23.15.1 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this lease shall not be affected.

23.15.2 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions as may be necessary to make the provision legal, valid and enforceable.

This lease has today been duly EXECUTED AND DELIVERED AS A DEED

Executed as a Deed by NARESH KUMAR and PARAMJIT ) .....  
KAUR

In the presence of

Witness signature: ) .....

Name (in BLOCK CAPITALS):

Address:

Occupation:



Executed as a Deed by AJANTHINI ARULARAJAH and  
GEETHANJALI ARULARAJAH

) [REDACTED] .....

) [REDACTED] .....

In the presence of

Witness signature:

) [REDACTED] .....

Name (in BLOCK CAPITALS):

[REDACTED]

Address:

[REDACTED]

Occupation:

MANAGER ROYAL MAIL