

IMPORTANT

This Agreement is a legally binding document. Please read it carefully and ensure that it includes everything you want and nothing you are not prepared to agree. If you are unsure of your obligations and responsibilities under this agreement then you are advised to seek independent legal advice before signing it

THIS LEASE IS MADE: January 2019

BETWEEN:

Landlord (Head Lease Holder):

[REDACTED] whose address for service of proceedings and notices is:

[REDACTED]

("hereafter the Landlord")

Tenant (Sub-Lease Holder):

[REDACTED] whose address for service of proceeding and service of proceedings and notices is:

[REDACTED]

("hereafter the Tenant")

NOW THIS DOCUMENT WITNESSES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1 Definitions

In this Lease:

- 1.1.1 The Interest rate means the rate of 8% above the base lending rate of the Bank of England.

1.1.2 The Property means the building and any land known as:
Ground Floor
85 Camberwell Road
London SE5 0EZ

with the rights for the Tenant set out in schedule 1. THE RIGHTS GRANTED and with the rights for the Landlord set out in Schedule 2 THE RIGHTS RETAINED.

The Tenant may apply to the Landlord for the Basement Floor 85 Camberwell Road, London SE5 0EZ to be added in the Lease after 6 months from the date of this Lease

1.1.3 'the Rent' means [REDACTED] a month.

1.1.4 'the Property' Obligation means the obligations set out in Schedule 3 THE PROPERTY OBLIGATIONS

1.1.5 'The Term' means 12 months from and including ... January 2019. (the Term excludes the first week of the Lease which shall be rent free to the Tenant).

1.2 Interpretation

1.2.1 Where the Landlord or the Tenant consists of two or more persons, the obligations expressed or implied to be made by or with them, are deemed to be made by with the person jointly and severally (this means that they will each be liable for all sums due under this lease and not just a proportionate part)

1.2.2 Words that indicate one gender includes all other genders, words that indicate singular include the plural and vice versa and words that indicate persons shall be interpreted to extending to corporate body or a partnership and vice versa.

2 LETTING

2.1 The Landlord lets the Property to the Tenant for the Term at the Rent subject to any agreements, rights easements or covenants to which the Property is subject

2.2 The Landlord grants the rights set out in Schedule 1 THE RIGHTS GRANTED to the Tenant and excepts and reserves the rights set out in Schedule 2 THE RIGHTS RETAINED

3 COMPLIANCE WITH LEASE

The Tenant and the Landlord agree with each other to observe their respective obligations set out in this Lease

3.1 Guarantor

The Tenant will provide a Guarantor who is acceptable to the Landlord and who is prepared to guarantee that the Tenant will meet her obligations under the Tenancy

4 RENT AND INTEREST

4.1 Rent

The Tenant must pay the Rent during the Term by equal monthly payments of £[REDACTED] in advance by Direct Debit to the Landlord's bank account provided to the Tenant for that purpose. The 1st payment being made on ... January 2019

4.2 Interest on Sums not paid

The Tenant must pay interest at the Interest Rate on any Rent or other payment lawfully due under the Lease that is not received by the Landlord by 14 days after the payment was due. This interest is payable from the date payment was due to the date of actual payment both before and after any court judgement

5. OUTGOINGS

The Tenant must pay and Protect the Landlord against any loss arising from the Tenant's failure to pay rates payable in respect of the Property and all charges in respect of the supply of water, gas and electricity and all charges relating to Telecommunication and Internet services at the Property. The Tenant must pay all accounts within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account the Tenant must pay the reconnection charges and protect the Landlord against any loss from the disconnection.

6. STATE AND CONDITION

6.1 The Tenant must keep the Property in good repair and condition, properly maintained and decorated and reasonably clean and tidy and free from rubbish

6.2 Water Damage

The Tenant must take all necessary care and precautions to avoid water damage to any other part of the Property caused by the bursting or overflowing of any pipe or water apparatus in the Property.

- 11.4 The Tenant may not do anything on the Property that may be reasonably considered a nuisance or annoyance to the Landlord or the owners or occupiers of neighbouring property.

12 COSTS OF ENFORCEMENT

The Tenant must pay the Landlord's reasonable costs, fees, charges, disbursements, expenses properly incurred in relation to or incidental to the recovery or attempted recovery of arrears of rents or other sums due under this Lease or any other steps taken in contemplation of or in direct connection with enforcement of the obligations on the part of the Tenant under this lease.

13. NOTICES AND INFORMATION

The Tenant must give notice to the Landlord as soon as reasonably practicable of:

- 13.1 any disrepair of or damage to the Property
- 13.2 any notice or order he receives from local or statutory authority in respect of the Property; and,
- 13.3 any act by another person that impacts the Property

14. SECURITY AND KEYHOLDERS

The Tenant must keep the Property secure and must ensure that at all times the Landlord has a written of the name, home address and home telephone number of at least one key holder of the Property

15. THE PROPERTY OBLIGATIONS

The Tenant must observe and perform the Property obligations

16. GIVING BACK POSSESSION AT THE END OF THE TERM

16.1 Possession and condition

The Tenant must give vacant possession of the Property back to the Landlord at the end the Term in the state of repair and condition she obtained it at the inception of the Tenancy, give up all keys to the Landlord and remove fixtures and fittings including all signs put up by the Tenant if so requested by the Landlord and making good any damage caused by the removal. If any items are left behind, the Tenant shall reimburse the Landlord with the costs of removal or storage of such items

17. NON-DISTURBANCE

The Landlord must permit the Tenant peaceably to hold and enjoy the Property during the tenancy created by this lease without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

18. INSURANCE

18.1 The Tenant may insure the Property against loss of his stock of trade or any other valuables in the Property to complement the Head Landlord's property insurance.

19. RECOVERY OF POSSESSION

If and whenever during the Term:

19.1 The Rent is unpaid for 14 days after becoming due, whether formally demanded or not, or

19.3 The Tenant enters into or make a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors; or,

19.2 The Tenant becomes subject to any procedure for the taking of control of his goods by another

20. THE DEPOSIT

20.1 Payment

The Tenant must pay £9,000.00 ('the Deposit') on or before the date of the signing of this lease.

20.2 Sums that may be retained

The Landlord may retain from the Deposit or any part of it for:

20.2.1 any Rents or other payments due from the Tenant to the Landlord under this Lease

20.2.2 any reasonable amount incurred by the Landlord properly in remedying any failure by the Tenant to comply with his obligation under this Lease

20.2.3 any interests due from the Tenant to the Landlord under this Lease

20.3 Restoration of the Deposit

If the Landlord applies the Deposit or part of it in accordance with Clause 20.2 Sums that may be retained the Tenant must, at the Landlords written request pay the Landlord a further amount to restore the Deposit to the amount referred to in Clause 20.1

20.4 Refund of the Deposit

Subject to 20.2 Sums that may be retained, the Landlord must return the Deposit or the balance of it to the Tenant as soon as possible after the Term of the Lease.

SCHEDULE 1: THE RIGHTS GRANTED

The Property is let together with the following rights:
The use of the Ground Floor of the Property.

The use of the fittings and fixtures of the Property including the name sign at the front entrance of the Property which reads 'Red Sea Restaurant'.

SCHEDULE 2: THE RIGHTS RETIANED

To retain the Logo which reads 'Red Sea Restaurant' at the front of the Property.

Signed by the following parties:

Landlord (Head Lease Holder):

Signature: [REDACTED]

Name: [REDACTED]

Date: 01/02/2019

Address: 85 Camberwell Road
London, SE5 0EZ

Landlord (Head Lease Holder) Witness:

Signature:

Name:

Date:

Address:

Tenant (Sub-Lease Holder):

Signature: [REDACTED]

Name: [REDACTED]

Date: 01/02/2019

Address: [REDACTED]