

DATED

10 May

2023

**CHEVIN PROPERTIES LIMITED**  
**(Landlord)**

and

**SCOPE**  
**(Tenant)**

**LEASE**

Relating to  
**Ground Floor shop and Basement Premises**  
**48 The Grove**  
**Ilkley**  
**West Yorkshire**  
**LS29 9EE**

**Dated**

Newstead & Walker  
Otley

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<b>LR1. Date of lease</b>	10 May 2023
<b>LR2. Title number(s)</b>	<p><b>LR2.1 Landlord's title number(s)</b> None</p> <p><b>LR2.2 Other title numbers</b> YY13755</p>
<b>LR3. Parties to the lease</b>	<p><b>Landlord:</b></p> <p><b>CHEVIN PROPERTIES LIMITED</b> (Registered Company Number: 01024842) whose registered office is at Building Society Chambers, Wesley Street, Otley, West Yorkshire, LS21 1AZ</p> <p><b>Tenant:</b></p> <p>SCOPE (Registered Charity No. 208231) (Registered Company No. 00520866) of 2<sup>nd</sup> Floor, Here East, Press Centre, 14 East Bay Lane, London, E15 2GW.</p> <p><b>Other parties:</b></p> <p>None</p>
<b>LR4. Property</b>	<p><b>In case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</b></p> <p>Refer to First Schedule</p>
<b>LR5. Prescribed Statements</b>	<p><b>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</b></p> <p>The land demised by this lease will as a result of this lease be held by Scope, a non exempt charity, and the restrictions on disposition imposed by sections 117 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).</p> <p><b>LR5.2 This lease is made under, or by reference to, provisions of :</b></p> <p>Not applicable</p>
<b>LR6. Term for which the Property is leased</b>	<p><b>From and including :</b> 11 February 2023</p> <p><b>To and including :</b> 10 February 2033</p>

<b>LR7. Premium</b>	None
<b>LR8. Prohibitions or restrictions on disposing of the lease</b>	This lease contains a provision that prohibits or restricts dispositions.
<b>LR9. Rights of acquisition etc</b>	<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></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease.</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11. Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p>Schedule 2</p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</b></p> <p>Schedule 3</p>
<b>LR12. Estate rent charge burdening the Property</b>	None
<b>LR13. Application for standard form of restriction</b>	<p>The parties to this lease apply to enter the following standard form of restriction against the title of the property</p> <p>No disposition by the proprietor of the registered estate to which sections 117 121 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or section 125(2) of that Act as appropriate</p>

## 2. DEFINITIONS AND INTERPRETATION

2.1 In this Lease unless the context otherwise requires:-

"Assignee"	means a proposed assignee of this Lease
"Associated Company"	means a company within the same group of companies as the Tenant as referred to in the Landlord and Tenant Act 1954 Section 42
"the Building"	means the building known as 48 The Grove, Ilkley, West Yorkshire, LS29 9EE and its curtilage of which the Premises forms part
"CDM Regulations"	means the Construction (Design and Management) Regulations 2007
"Common Parts"	means such parts of the Building as are used in common with other occupants of the Building
"Conduits"	means all pipes wires sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvres cowls and any other ancillary apparatus which are in on or under or which exclusively serve the Premises
"Insurance Rent"	means the sums which the Landlord shall from time to time pay by way of premium for insuring the Building and loss of Rent and any plant and machinery from time to time comprised in and forming part of the Building in accordance with its obligations contained in this Lease and for insuring in such amount and on such terms as the Landlord shall reasonably

	consider appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Building or the Permitted Use
"Insured Risks"	means fire lightning earthquake explosion aircraft (other than hostile aircraft) and other aerial devices or articles dropped from them riot and civil commotion malicious damage storm bursting or overflowing of water tanks apparatus or pipes flood impact by road vehicles environmental impairment liability and such additional risks as a Landlord may reasonably consider it reasonable and practicable to insure against
"Internal Decorating Years"	the fifth year and the last three months of the Term
"Interest Rate"	means 4% above the base rate from time to time of Barclays Bank PLC.
"Landlords Rights and Reservations"	means the rights set out in the Third Schedule
"the 1954 Act"	means the Landlord and Tenant Act 1954
"the Open Land"	means any part of the Premises or the Building not built upon (if any)
"Permissions"	means all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Landlord to rebuild and reinstate the Premises
"Permitted Use"	As a retail shop for the sale of such goods as may from time to time be donated or produced

for the Tenant or any other use falling within Class E (a) of the Town and Country Planning (Use Classes) Order 1987 (as amended) to which the Landlord gives its consent such consent not to be unreasonably withheld or delayed

"the Plan"

means the plans attached to this Lease

"the Planning Acts"

means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Environmental Protection Act 1990 and the Environment Act 1995 any common law relating to the environment and the rules regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990 as they apply from time to time

"Premises"

means the premises described in the First Schedule

"Rent" means:-

- £26,000 per annum from and including 11 February 2023 to and including 10 February 2028.
- For the period from and including 11 February 2028 to and including 10 May 2028 one peppercorn (if demanded)
- From and including 11 May 2028 for the remainder of the term whichever is the higher of £26,000 per annum or the rent determined in accordance with the Fifth Schedule.

“Rent Review Date”	means 11 February 2028
“Rent Commencement Date”	means 11 February 2023
"Schedule(s)"	means the Schedule or Schedules annexed hereto
"Supervening Events"	<ul style="list-style-type: none"> <li>(a) the Landlord has failed despite using its reasonable endeavours to obtain the Permissions</li> <li>(b) any of the Permissions have been granted subject to a lawful condition with which it would be impossible for or in all circumstances it would be unreasonable to expect the Landlord to comply</li> <li>(c) some defect or deficiency in the Premises upon which the rebuilding or reinstatement is to take place which would render the same impossible or would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances</li> <li>(d) the Landlord is unable to obtain access to the Premises for the purposes of rebuilding or reinstating</li> <li>(e) the rebuilding or reinstating is prevented by war act of God Government action strike lock-out or</li> <li>(f) any other circumstances that prevents reinstatement and that is beyond the control of the Landlord</li> </ul>
"Surveyor"	means any qualified person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this Lease

“Term”	the term referred to in clause LR6 of this Lease
“Uninsured Risk”	<p>means:</p> <p>(a) any risk or some aspect of any risk which would be covered by the risks identified as Insured Risks but which are:-</p> <p style="padding-left: 40px;">(i) excluded or partially excluded from being so by reason or withdrawal of cover by the insurer and which is not otherwise available to be insured in the London Insurance Market at reasonable commercial rates and on reasonable commercial conditions; or</p> <p style="padding-left: 40px;">(ii) withdrawn from insurance cover on the grounds that cover cannot be placed at reasonable commercial rates and on reasonable commercial conditions; or</p> <p style="padding-left: 40px;">(iii) excluded or partially excluded from insurance cover in relevant circumstances by reason of the operation of policy conditions</p> <p>(b) any risk which a reasonable lessor would have insured against but which at the relevant time was not insured against by the Landlord</p>
"Tenant’s Rights"	means the rights set out in the Second Schedule
"Utilities"	means water soil gas telephone electricity telecommunications and all other services supplied of whatsoever nature
"VAT"	means value added tax and any tax of a similar nature substituted for or in addition to it

- 2.2 In interpreting this Lease:
- 2.2.1 words importing one gender shall be construed as importing any other gender
- 2.2.2 words importing the singular shall be construed as importing the plural and vice versa
- 2.2.3 where any party comprises more than one person the obligations and liabilities of that party under this Lease shall be the joint and several obligations and liabilities of those persons
- 2.2.4 where reference is made to a statute, this includes all prior and subsequent enactments amendments and modifications relating to that statute and any subordinate legislation made under such statute
- 2.2.5 references to a "person" include any individual firm unincorporated association or body corporate
- 2.2.6 the clause headings and table of contents do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.2.7 whenever and to the extent that any provision of this Lease shall be unenforceable or illegal, this Lease shall be construed and interpreted as if such provision were deleted and the legality validity and enforceability of the remaining provisions of this Lease shall in no way be affected or impaired as a result
- 2.2.8 "the Landlord" includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested
- 2.2.9 "the Tenant" includes his successors in title
- 2.2.10 the provisions of this Lease shall not be binding on any third party save for any successors in title to the Landlord or the Tenant or the Guarantor (if any)
- 2.2.11 Any reference to a superior landlord includes the Landlord's immediate reversioner (and any superior landlords) at any time
- 2.2.12 "the Term" (except where the provisions of sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 are excluded from the tenancy created by this Lease) includes the Term and any period of holding-over or extension or continuance of the Term whether by statute or common law
- 2.2.13 References to "the last year of the Term" include the last year of the Term if the Term shall be determined otherwise than by the effluxion of time and references to "the expiration of the Term" include such other determination of the Term
- 2.2.14 References to any right of the Landlord to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises

- and to all persons authorised in writing by the Landlord and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 2.2.15 Any covenant by the Landlord or the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person
- 2.2.16 Any provision in this Lease referring to the consent or approval of the Landlord shall be construed as also requiring the consent of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed on such mortgagee or any superior landlord not unreasonably to refuse such consent or approval
- 2.2.17 References to "consent of the Landlord" or words to similar effect mean a consent in writing signed by or on behalf of the Landlord and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord
- 2.2.18 "Development" has the meaning given by the Planning Acts
- 2.2.19 References to "the Premises" include references to the whole or any part or parts of the Premises save where expressly stated otherwise
- 2.2.20 References to "rents" include the Rent and the further rents referred to in clause 3.2 but Rent means only the Rent

### **3. DEMISE**

The Landlord demises to the Tenant the Premises TOGETHER WITH the Tenant's Rights but SUBJECT TO the Landlords Rights and Reservations TO HOLD the Premises to the Tenant for the Term YIELDING AND PAYING to the Landlord throughout the Term:

- 3.1 The Rent payable without any deduction by equal monthly payments in advance on the first day of each month and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the next day for payment of rent after the Rent Commencement Date to be paid on the Rent Commencement Date

#### **3.2 By way of further rent**

- 3.2.1 the Insurance Rent payable in accordance with clause 6
- 3.2.2 any VAT payable under this Lease

3.2.3 any interest payable under this Lease

#### **4. THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord:

##### **4.1 Rent**

4.1.1 to pay to the Landlord on the days and in the manner set out in this Lease

4.1.1.1 From the Rent Commencement Date the Rent

4.1.1.2

AND not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off except as may be authorised by statute

4.1.2 if so required in writing by the Landlord to make such payments by banker's standing order to any bank and account that the Landlord may from time- to time reasonably nominate

##### **4.2 Outgoings and Value Added Tax**

To pay against:

4.2.1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them (whether or not of a wholly novel or non-recurring nature) but excluding any payable by the Landlord occasioned solely by the receipt of the rents or by any disposition or dealing with or ownership of any interest reversionary to the interest created by this Lease

4.2.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this Lease or in respect of any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

##### **4.3 Utilities**

To pay to the suppliers and to indemnify the Landlord against all charges for services consumed in respect of any utilities or used at or in relation to the Premises (including meter rents) and to

observe the requirements of the suppliers of those utilities and the reasonable requirements of the Landlord

#### **4.4 Repair cleaning decoration etc**

- 4.4.1 To repair the Premises and keep them in good and tenantable repair and condition excepting any damage caused by an Insured Risk save to the extent that the insurance money is irrecoverable either in whole or in part in consequence of any act or default of the Tenant or anyone at the Premises under the Tenant's control (but where the insurance money is not wholly irrecoverable such sums as are recoverable shall be made available to the Tenant as soon as possible to apply to the repair of the Premises) PROVIDED THAT nothing in this clause shall require the Tenant to place the Premises in any better state or condition than they are now in as evidenced by the Schedule of condition appended to this Lease and provided further that nothing in the Lease shall require the Tenant to do anything to resolve the ingress of damp to the basement of the Premises or to do anything to improve the decorative condition of the Premises caused thereby
- 4.4.2 To clean the Premises (including the inside of all the windows thereof when required) and to keep them in a clean condition
- 4.4.3 Throughout the Term to keep the Landlord's fixtures and fittings in good and tenantable repair and condition
- 4.4.4 In each of the Internal Decorating Years but not more than once in any consecutive period of 24 months to redecorate the Premises in each case such redecoration to be done in a good and workmanlike manner and with appropriate materials of good quality to the reasonable satisfaction of the Landlord any change in the tints colours and patterns of such decoration in the last three months of the Term to be approved by the Landlord (such approval not to be unreasonably withheld or delayed)
- 4.4.5 Where the use of Conduits boundary structures or other things is common to the Premises and other property subject to clause 5.4 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 Conduits or other things

#### **4.5 Waste and alterations**

- 4.5.1 Not to:
- 4.5.1.1 commit any waste

- 4.5.1.2 make any addition to the Premises (other than the ramp referred to in clause 4.5.2 below)
- 4.5.1.3 unite the Premises with any adjoining premises
- 4.5.1.4 make any alterations to the Premises save as permitted by the following provisions of clause 4.5.2
- 4.5.2.1 Not to make structural alterations to the Premises
- 4.5.2.2 Not to make any non-structural alterations to the Premises or the shop front fascia or fascia signage without the consent of the Landlord (such consent not to be unreasonably withheld or delayed save in the case of alterations or additions to the Landlord's fixtures or fittings or to any of the conduits)
- 4.5.2.3 Not to make any alteration (whether internal external structural or non-structural) which:-
  - 4.5.2.3.2 materially affects any load bearing parts of the Premises or its roof or foundations; or
  - 4.5.2.3.3 will (or is reasonably apprehended as being likely to) reduce the open market letting value of the Premises

Provided that the Tenant shall be permitted to install a ramp leading to the front of the Premises and to erect and remove demountable partitioning without the need for consent
- 4.5.3 Not to make connection with the Conduits that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord such approval not be unreasonably withheld or delayed subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker
- 4.5.4 To notify the Landlord in writing of all alterations (whether internal, external, structural or non-structural) and to pay any increased premium demanded by the Landlord's insurers as a result thereof
- 4.5.5 (Save where upon request made by the Tenant during the last 6 months of the Term the Landlord (at its sole discretion) confirms such removal will not be required) to remove any additional additions alterations or improvements made to the Premises at the expiration of the Term and as soon as practicable to make good any part or parts of the Premises which may be damaged by such removal

## **4.6 Aerials signs and advertisements**

- 4.6.1 Not to erect any pole mast or wire satellite dish or aerial (whether in connection with telegraphic telephonic radio or television communication or otherwise) upon the Premises

- 4.6.2 Not to display anywhere on the Premises so as to be visible from the outside any placard sign notice fascia board or advertisement save for any sign first approved by the Landlord (such approval not to be unreasonably withheld or delayed) displaying the Tenant's trading name and business activity
- 4.6.3 Not to display any flashing lights in the Premises that can be seen from outside the Premises
- 4.6.4 Not to install or erect any exterior lighting shade or awning at the Premises

#### **4.7 Statutory obligations**

- 4.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or for the Permitted Use that are required in order to comply with the requirements of any statute (whether current or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Landlord the Tenant or the occupier except where such provision and maintenance is within the ambit of the Landlord's obligation contained in this Lease
- 4.7.2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses
- 4.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bye-laws applicable to the Premises or in regard to carrying on the Permitted Use at or on the Premises except where such compliance is within the ambit of the Landlord's obligation contained in this Lease
- 4.7.4 Without prejudice to the generality of the foregoing to comply with the requirements from time to time of the appropriate authority or authorities in relation to fire precautions except where such compliance is within the ambit of the Landlord's obligation contained in this Lease

#### **4.8 Access of Landlord and notice to repair**

- 4.8.1 To permit the Landlord
- 4.8.1.1 to enter upon the Premises upon forty-eight hours previous notice in writing other than in an emergency for the purpose of ascertaining that the covenants and conditions

- of this Lease have been observed and performed or any step under the 1954 Act or to take inventories
- 4.8.1.2 to view (and provided where no breach is revealed the same are replaced and made good expeditiously and to the satisfaction of the Tenant) (acting reasonably) to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises
- 4.8.1.3 or any person or persons by the Landlord authorised in that behalf in writing to enter upon the Premises upon at least 48 hours notice in writing (except in emergencies) for the purpose of constructing laying down altering repairing cleansing emptying or maintaining any Conduits in connection with or for the accommodation of any adjoining property of the person exercising such right
- in all cases doing as little damage as possible to the Premises and making good all damage occasioned to the Premises by such action to the satisfaction of the Tenant (acting reasonably) but without otherwise making compensation for any damage or inconvenience to the Tenant
- 4.8.2.1 To permit the Landlord to give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant within three months to complete the same including the making good of any opening up
- 4.8.2.2 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within a reasonable period of time then the Tenant will permit the Landlord to enter the Premises to execute such work as may be reasonably necessary to comply with the notice and to pay to the Landlord the reasonable and proper cost of so doing and all reasonable and proper expenses incurred by the Landlord (including legal costs and surveyor's and builder's fees) within 14 days of written demand

#### **4.9 Alienation**

- 4.9.1 Not at any time during the Term to assign any part or parts of the Premises as distinct from the whole to the intent that this clause shall constitute an absolute prohibition against partial dispositions
- 4.9.2 Not at any time during the Term to sublet or share possession or occupation of the whole or part of the Premises PROVIDED THAT the Tenant may with the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed) sublet the whole of the Premises upon the following terms and conditions:

- 4.9.2.1 prior to the grant of any underlease the undertenant has covenanted with the Landlord (in such form as the Landlord may reasonably require) to observe and perform the tenants' covenants (except the covenant to pay the Rent) and the obligations on the part of the undertenant contained in the underlease throughout the term of the underlease and not to further underlet the Premises in whole or in part
- 4.9.2.2 the Tenant has given the Landlord a copy of the proposed underlease and the underletting of the demised property shall be at a rent which is not less than the open market value of the Premises without a premium and payable in advance on the usual quarter days in every year and only one quarter in advance and reviewable on the same dates and on the same terms as the rent is reviewed under this Lease (if applicable and where the term is for more than five years)
- 4.9.2.3 the underlease shall impose obligations upon the undertenant corresponding with those contained in this Lease
- 4.9.2.4 the Tenant shall not without the Landlord's previous consent such consent not to be unreasonably withheld or delayed vary or waive the terms of any underlease nor reduce waive commute set off or otherwise vary whether directly or indirectly the rents reserved by any underlease except in accordance with the rent review provisions thereof
- 4.9.2.5 if any undertenant breaches any of the covenants conditions agreements and provisions contained or referred to in this Lease upon discovering the same to take all reasonable steps and proceedings to remedy such breach at the Tenant's own expense
- 4.9.2.6 Upon the termination of any underlease (howsoever occurring) not to accept any rent from any undertenant or permit it to hold over or acknowledge any tenancy but forthwith to take all requisite steps at the Tenant's expense to secure possession of the underlet premises
- 4.9.3 Not at any time during the Term to assign the whole of the Premises without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed granted in accordance with the conditions set out below PROVIDED THAT The Landlord shall be entitled to refuse such consent to any assignment unless
- 4.9.3.1 the Assignee is of sufficient financial standing to pay the rents and to observe and perform the covenants of this Lease
- 4.9.3.2 the Tenant is up to date with all payments due and ascertainable under the terms of this Lease
- 4.9.3.3 if reasonably so required by the Landlord the Tenant enters into an authorised guarantee agreement with the Landlord (at the reasonable and proper expense of the Tenant) in such form as the Landlord shall reasonably require guaranteeing the

- performance by the Assignee of the covenants on the Tenant's part contained in this Lease and of the payment of the rent and other payments due hereunder
- 4.9.3.4 the Assignee enters into a Deed of Licence (in respect of which the Landlord's reasonable and proper administration costs and the Landlord's Solicitors' reasonable and proper fees shall be paid by the Tenant) incorporating if reasonably so required by the Landlord a direct covenant with the Landlord to pay the rent (including the increased rent arising on any review) and the further rent and to perform and observe all the covenants and obligations on the part of the Tenant to be performed and observed which are contained in this Lease
- 4.9.3.5 if the Assignee shall be a limited liability company then upon the Landlord's reasonable demand a guarantor or guarantors not exceeding two in number of reasonably satisfactory standing shall join in such deed as sureties for the Assignee in order to covenant with the Landlord as set out in clause 7 of this Lease
- 4.9.4 PROVIDED THAT:
- 4.9.4.1 nothing herein should be deemed to limit the grounds on which the Landlord shall be entitled reasonably to object to an assignment in addition to the specific matters mentioned above; and
- 4.9.4.2 the Landlord can refuse to grant consent to an assignment where the assignee is an Associated Company for any or no reason
- 4.9.5 Within one month of any assignment 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 such deed or document and to pay the Landlord's solicitor's reasonable charges for the registration of every such document such charges not being less than £30.00 (thirty pounds) together with value added tax thereon at the then prevailing rate
- 4.9.6 Notwithstanding the above the Tenant may share the occupation of the whole of any part of the Premises with an Associated Company for so long as both companies shall remain members of the same group and otherwise than in a manner that transfers or creates a legal estate and provided that it so notifies the Landlord in writing forthwith
- 4.9.7 Not otherwise than as permitted above to share occupation or part with possession of the Premises (whether the whole or part or parts)
- 4.9.8 Not at any time during the said term to charge by way of fixed legal charge the Premises or any part or parts thereof without the prior written consent of the Landlord having been obtained (such consent not to be unreasonably withheld or delayed)

#### **4.10 Use, Nuisance etc and residential restrictions**

- 4.10.1 Not to use the Premises other than for the Permitted Use
- 4.10.2 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent of neighbouring premises
- 4.10.3 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 4.10.4 Not to use the Premises as sleeping accommodation or for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises
- 4.10.5 Not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse
- 4.10.6 Not to use the Premises in such a way as would be a breach of the matters referred to in the documents set out in the Fifth Schedule
- 4.10.7 Not to bring keep store stack or lay out upon the Open Land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item except in areas allocated for the storage of such items and in receptacles (including the Tenant's textile bank) suitable for such purpose
- 4.10.8 Not to deposit or permit to be deposited any waste rubbish or refuse on the Open Land so as to cause a nuisance

#### **4.11 Landlord's costs**

To pay to the Landlord (together with VAT) all reasonable and proper costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) incurred by the Landlord in relation to or incidental to:

- 4.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease whether such consent or licence is granted or lawfully refused or proffered subject to any qualification or condition or whether the application is withdrawn unless such refusal or qualification or condition is unlawful whether because it is unreasonable or otherwise
- 4.11.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in proper contemplation of proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

- 4.11.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant or the remedying of any other breach of the covenants on the part of the Tenant contained in this Lease and
- 4.11.4 any steps taken in proper contemplation of the preparation and service of a schedule of dilapidations during or within 6 months after the expiration of the Term
- 4.11.5 the ascertaining from time to time (but in any event not more than once in every 3 years) of the rebuilding and reinstatement cost of the Premises

**4.12 The Planning Acts**

- 4.12.1 Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Premises or any part thereof required to be omitted or done respectively by the Planning Acts or which shall contravene the provisions of the said Acts or any of them and at all times hereafter to indemnify and keep indemnified the Landlord against all proceedings costs expenses claims and demands in respect of any such matter or thing contravening the said provisions of the Planning Acts or any of them
- 4.12.2 Within seven days of the receipt of the same by the Tenant to give full particulars to the Landlord of any Notice or Order or proposal for a Notice or an Order given issued or made to the Tenant by a Planning Authority under or by virtue of the Planning Acts and also relating to the Premises or any part thereof and at the request and cost of the Landlord to make or join with the Landlord in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Landlord shall reasonably deem expedient and which will not prejudice the Tenant's business

**4.13 Plans documents and information**

If called upon so to do to produce to the Landlord or the Surveyor all relevant plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with

**4.14 Indemnities**

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceeding claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:

- 4.14.1 any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority
- 4.14.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

**4.15 Reletting or Selling Boards**

- 4.15.1. Save where the Tenant has applied for a new tenancy of the Premises pursuant to the 1954 Act to permit the Landlord at any time during the last 6 months of the Term to enter upon the Premises and affix and retain in a reasonable position upon the Premises a notice for reletting the Premises
- 4.15.2 To permit the Landlord at any time during the Term to enter upon the Premises and affix and retain in a reasonable position upon the premises a notice that the Landlord's interest in the premises is for sale

and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day on reasonable notice to view the Premises Provided That the Landlord shall cause as little interference with the Tenant's use of the Premises as is practicable

**4.16 Encroachments**

- 4.16.1 Not to stop up darken or obstruct any windows or light belonging to the Premises
- 4.16.2 To take all reasonable steps (without being required to commence legal proceedings unless the Landlord shall pay for the same) to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately the Tenant becomes aware if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request and cost of the Landlord to adopt such means as shall reasonably be required to prevent such encroachment or the acquisition of any such easement

**4.17 Yield up**

At the expiration of the Term:

- 4.17.1 to yield up the Premises in repair and in accordance with the terms of this Lease
- 4.17.2 to give up all keys of the Premises to the Landlord and

4.17.3 (where requested to do so by the Landlord) to remove all signs and alterations erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal

PROVIDED THAT if at such time as the Tenant has vacated the Premises after the determination of the Term either by effluxion of time or otherwise any property of the Tenant shall remain in or on the Premises after giving reasonable notice to the Tenant the Landlord may as agent of the Tenant (and the Landlord is hereby appointed by the Tenant to act in that behalf) sell such property and shall then hold the proceeds of sale after deducting the reasonable costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant PROVIDED THAT the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this clause

#### **4.18 Interest on arrears**

4.18.1 If the Tenant shall fail to pay the Rent on the date due or any other sum due under this Lease within 14 days of it becoming due whether formally demanded or not the Tenant shall pay the Landlord Interest at the Interest Rate on the rents or other sum calculated on a daily basis from the date when they were due to the date on which they are paid

4.18.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such nonpayment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

#### **4.19 Statutory Notice**

As soon as practicable after receipt to give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority such notice of direction order or proposal and if so required by the Landlord to produce a copy of such notice direction order or proposal to the Landlord and without delay to take all necessary steps (without being required to commence legal proceedings unless the Landlord shall pay for the cost of the same) to comply with the said notice direction order or proposal and at the request and cost of the Landlord to make or join with the Landlord in making such objection or

representation against or in respect of any notice direction order or proposal as the Landlord shall reasonably deem expedient and which will not prejudice the Tenant's business

#### **4.20 Keyholders**

To ensure that at all times the Landlord has and the local Police force has written notice of the name home address and home telephone number of at least 2 keyholders of the Premises

#### **4.21 Defective premises**

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or any duty of care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise

#### **4.22 New guarantor**

Within 28 days of any guarantor of the Lease:-

4.22.1 (if an individual) dying becoming bankrupt having a receiving order made against him or entering into an arrangement for the benefit of creditors or distress and execution being levied on his goods at the Premises or having a receiver appointed under the Mental Health Act 1983 or

4.22.2 (being a company) passing a resolution to wind up or entering into liquidation of having a receiver appointed (whether administrative or not) entering into an arrangement for the benefit of creditors or distress and execution being levied at its goods at the Premises

to give notice of this to the Landlord and if reasonably required by the Landlord (at the reasonable and proper expense of the Tenant) within 28 days to procure some other person or company reasonably acceptable to the Landlord (such acceptance not to be unreasonably withheld or delayed) to execute a guarantee in respect of the Tenant's obligations contained in this Lease in the form of the Guarantor's covenants contained in this Lease

#### **4.23 Landlord's Rights**

To permit the Landlord at all times during the Term to exercise any of the rights granted to it by virtue of the provisions of this Lease

**4.24 Not to discharge oil etc.**

Not to knowingly discharge into any of the Conduits any oil grease or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system

**4.25 Not to install**

Not to install or use in or upon the Premises any machinery or apparatus which causes noise or vibration which can be heard or felt in nearby premises or outside the Premises or which may cause damage

**4.26 Not to allow music**

Not to allow to be played or used in the Premises any musical instrument loudspeaker tape recorder gramophone radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Premises

**4.27 Ceiling and floor loading**

Not to bring onto or permit to remain on or in the Premises any safes machinery goods or other articles which shall or may strain or damage the Premises or any part of them or which may exceed the safe load bearing capacity of the structure of the Premises.

**4.28 Permit the Landlord to rebuild**

At any time during the Term to permit the Landlord to erect rebuild or alter any buildings or erections facing adjoining or near to the Premises to any extent and in any manner they may think fit notwithstanding that the building so erected rebuilt or altered may obstruct or interfere with any right of light or air or passage for the time being appurtenant to or enjoyed with the Premises or any part thereof

**4.29 Collect Refuse**

To ensure to the reasonable satisfaction of the Landlord that all trade and other refuse is collected from the Premises at regular intervals or in the default by the Tenant to reimburse the Landlord for any reasonable and proper monies so expended by the Landlord

#### **4.30 Void Rate Relief**

To pay to the Landlord within fourteen days of written demand a sum equal to any void rate relief which the Landlord may be unable to claim by reason of the Tenant vacating the Premises prior to the completion of the said term

#### **4.31 CDM Regulations**

4.31.1 To keep up to date with all regulations

4.31.2 To comply with the Health and Safety file

4.31.3 To keep the Health and Safety file up to date

4.31.4 To hand the Health and Safety file to the Landlord at the end or sooner determination of the Term

4.31.5 To indemnify the Landlord in respect of all reasonable and proper costs and expenses incurred in connection with the reconstruction of the Health and Safety file and any breach of any of the regulations

#### **4.32 Licences**

To maintain any licences obtained by the Tenant under the Licencing Act 2003 and to provide a copy of any premises licence or amendment to the licence to the Landlord within 7 days of the same.

#### **4.33 Landlords Title**

To comply with matters contained or referred to in the Fourth Schedule

#### **4.34 Service Charge**

To comply with the Tenant's obligation contained in clause 5.4

### **5. THE LANDLORD'S COVENANTS**

#### **5.1 Quiet Enjoyment**

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord or by title paramount

## **5.2 Repair and Maintenance**

The Landlord must repair and keep in good repair all parts of the Building for which neither the Tenant nor any other tenant is wholly responsible including, but without prejudice to the generality of the foregoing:

- 5.2.1 the foundations of the Building
- 5.2.2 the external, structural or loadbearing walls, columns, beams and supports, but excluding the interior plaster and decorative finishes of the external walls, the floorboards and the internal non-loadbearing walls of the Building
- 5.2.3 the roof of the Building and all roof timbers
- 5.2.4 any part of the structure of the Building
- 5.2.5 the Common Parts and any Conduits not the exclusive responsibility of a tenant of the Building.

provided that this covenant does not require the Landlord to carry out any works required as a result of (1) the Tenant's negligence, (2) breach or any of the tenant's covenants in this Lease, (3) any alteration or addition to the Premises otherwise than by the Landlord

## **5.3 Discretionary Services**

The Landlord may at its discretion carry out such other services as the Landlord shall (acting reasonably) consider to be necessary or desirable for the comfort or convenience of the Tenant of the Building or if he is required to do so by a competent authority

## **5.4 Contribution to Landlord's Expenditure**

- 5.4.1 The Tenant will contribute a fair and reasonable proportion of the cost of the services referred to in clauses 5.2 and 5.3, such contribution when aggregated with any sums

due pursuant to clause 4.4.5 not exceeding the sum of £1,500 excluding Vat (“The Service Charge Cap”) in any year of the term.

**5.4.2** The Service Charge Cap will increase annually in accordance with the provisions of the Sixth Schedule.

## **6. INSURANCE**

### **6.1 Warranty re convictions**

The Tenant warrants that prior to the execution of this Lease it has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Tenant (or any director other officer of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

### **6.2 Landlord to insure**

The Landlord covenants with the Tenant to insure the Building in the name of the Landlord unless such insurance shall be vitiated by any act of the Tenant or by anyone at the Premises under the Tenant’s control

### **6.3 Details of the Insurance**

Insurance shall be effected:

**6.3.1** in such insurance office or with such underwriters of repute and through such agency as the Landlord may from time to time acting reasonably and having regard to other insurers' rates decide

**6.3.2** for the following sums:

**6.3.2.1** such sum as the Landlord shall from time to time be properly advised by its Surveyor as represents the full cost of rebuilding and reinstatement of the Premises including architects' surveyors' and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the rebuilding or reinstatement of the Premises the cost of debris removal demolition site clearance any works that may be required by statute and incidental expenses and

**6.3.2.2** the loss of Rent payable under this Lease from time to time (having regard to any review of rent which may become due under this Lease) for three years

- 6.3.3 against damage or destruction by the Insured Risks to the extent that such insurance may ordinarily be available for properties such as the Premises with an insurer of repute and subject to such excesses exclusions or limitations as the insurer may require and are usual and reasonable in a commercial policy of insurance
- 6.3.4 the Landlord covenants with the Tenant in relation to the policy of insurance effected by the Landlord to produce to the Tenants on demand (but not more than once a year) a copy of the policy and the last premium renewal receipt or alternatively evidence of the terms of the policy and the fact that the last premium has been paid

#### **6.4 Payment of Insurance Rent**

The Tenant shall pay to the Landlord the Insurance Rent on the Term Commencement date of this Lease proportionately for the period from and including the Term Commencement Date to the day before the next policy renewal date and subsequently the Tenant shall pay the Insurance Rent to the Landlord within fourteen days of demand and (if so demanded) in advance of the policy renewal date

#### **6.5 Suspension of Rent**

6.5.1 If and whenever during the Term:

6.5.1.1 the Premises or any part of them is damaged or destroyed by any of the Insured Risks so that the Premises or any part of them are inaccessible or unfit for occupation or use and

6.5.1.2 payment of the insurance monies is not refused either in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority then the provisions of clause 6.5.2 shall have effect

6.5.2 The Rent or a fair proportion of the Rent according to the nature and the extent of the damage sustained shall cease to be payable until the Premises or the affected part of the Premises shall have been rebuilt or reinstated so that the Premises are made fit for occupation or use or until the expiration of 3 years from the destruction or damage whichever period is the shorter the amount of such proportion and the period during which the Rent shall cease to be payable to be determined (if not agreed between the parties) by the Surveyor acting as an expert and not as an arbitrator

#### **6.6 Reinstatement and termination if prevented**

6.6.1 If and whenever during the Term.-

- 6.6.1.1 the Premises or any part of them are damaged or destroyed by any of the Insured Risks and
- 6.6.1.2 the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority  
the Landlord shall use its reasonable cost effective endeavours to obtain the Permissions as expeditiously as possible
- 6.6.2 Subject to the provisions of clauses 6.6.3 and 6.6.4 the Landlord shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged making good any deficiencies out of its own monies
- 6.6.3 The Landlord shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 6.6.4 If upon the expiry of a period of 3 years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served (and effective forthwith) at any time within 6 months of the expiry of such period of 3 years invoke the provisions of clause 6.6.5
- 6.6.5 Upon service of a notice in accordance with clause 6.6.4:
  - 6.6.5.1 the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other
  - 6.6.5.2 all money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord absolutely
  - 6.6.5.3 any sums paid by the Tenant in respect of any period after the cessation of the Term shall be repaid by the Landlord to the Tenant (less any sums lawfully due to the Landlord)

## **6.7 Tenant's insurance covenants**

The Tenant covenants with the Landlord:

- 6.7.1 to comply with all the lawful requirements of the insurers of the Premises
- 6.7.2 not to do or omit anything that could cause any policy of insurance on or in relation to the Premises to become void or voidable wholly or in part nor (unless the Tenant shall have previously notified the Landlord and have agreed to pay the increased premium) anything by which additional insurance premiums may become payable

- 6.7.3 to keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may lawfully require and to maintain such equipment to their satisfaction and in efficient working order and to cause any sprinkler system and other fire fighting equipment to be inspected by a competent person as frequently as is recommended by the fire authority or the insurers (whichever shall have the highest frequency of inspection)
- 6.7.4 not to store or bring onto the Premises any article substance or liquid of a specially combustible inflammable or explosive nature and to comply with the requirements of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises
- 6.7.5 not to obstruct the access to any fire equipment or the means of escape from the Premises nor to lock any fire door while the Premises are occupied
- 6.7.6 to give notice to the Landlord immediately upon the happening of any event which might affect any insurance policy on or relating to the Premises or upon the happening of any event against which the Landlord may have insured under this Lease
- 6.7.7 immediately to inform the Landlord in writing of any conviction judgment or finding of any court or tribunal relating to the Tenant (or any director) likely to affect the decision of any insurer or underwriter to grant or to continue any such insurance
- 6.7.8 if at any time the Tenant shall be entitled to the benefit of any insurance on the Premises (which is not effected or maintained in pursuance of any obligation contained in this Lease) to apply all money received by virtue of such insurance in making good the loss or damage in respect of which such money shall have been received
- 6.7.9 if and whenever during the Term the Premises or any part of them are damaged or destroyed by an Insured Risk and the insurance money under the policy of insurance effected by the Landlord pursuant to its obligations contained in this Lease is by reason of any act or default of the Tenant of anyone at the Premises under the Tenant's control wholly irrecoverable then in every such case (at the option of the Landlord) either:
- 6.7.9.1 forthwith to rebuild and reinstate at its own expense the Premises or the part destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor the Tenant being allowed towards the expenses of so doing (upon such rebuilding and reinstatement being completed) the amount (if any) actually received by the Landlord in respect of such destruction or damage under any such insurance policy maintained by the Landlord or

- 6.7.9.2 to pay to the Landlord on demand with Interest at the Interest Rate less 4% from the date of demand until the date of payment the amount of such insurance money so irrecoverable and on receipt of such money the provisions of clause 6.6 shall apply
- 6.7.10 To pay to the Landlord or to whom the Landlord may direct any additional insurance on any adjoining property of the Landlord and the contents thereof caused by the user by the Tenant of the Premises or any part thereof
- 6.7.11 To pay to the Landlord or to whom the Landlord may direct the amount of insurance excess in respect of any insurance claim made regarding the Premises

## **6.8 Uninsured Loss**

- 6.8.1 If the Premises or a substantial part of them it are destroyed or damaged or rendered inaccessible by an Uninsured Risk and so as to render the Premises or a substantial part of them unfit for occupation or use or inaccessible then:
  - 6.8.1.1 For the purpose of repairing clauses and rent suspension under this Lease such damage shall be deemed to have been damaged by one of the Insured Risks;
  - 6.8.1.2 Within twelve months of the damage or destruction in question the Landlord shall give written notice to the Tenant (“Election Notice”) stating whether or not the Landlord proposes to rebuild or reinstate the Premises;
  - 6.8.1.3 If the Election Notice states that the Landlord does propose to rebuild or reinstate the Premises then for all the purposes of this Lease the damage shall be deemed to have been damaged by one of the Insured Risks in respect of which the full Insurance monies are recoverable by the Landlord under the policy or policies of Insurance;
  - 6.8.1.4 If the Election Notice states that the Landlord does not propose to rebuild or reinstate the Premises or if no Election Notice is served within the period of twelve months referred to in clause 6.8.1.2 then this Lease will determine with immediate effect but without prejudice to the claim or of either party for any earlier breach of the covenant by the other but for the avoidance of doubt the Tenant shall be under no obligation to repair or reinstate the Premises.; The Landlord shall repay to the Tenant any sums paid in advance by the Tenant to the Landlord under this lease which relate to the period after the date of termination.
- 9.9.5 If the Lease is determined under clause 6.8.1.4 the Tenant shall be permitted a reasonable time not exceeding one month to remove from the Property any fixtures fittings or equipment belonging to the Tenant;

## **7. GUARANTOR’S COVENANTS**

The Guarantor covenants with the Landlord and without the need for any express assignment with all its successors in title that:

**7.1 To pay observe and perform**

During the Term the Tenant shall punctually pay the rents and observe and perform the covenants and other terms of this Lease and if at any time during the Term the Tenant shall make any default in payment of the rents or in observing or performing any of the covenants or other terms of this Lease the Guarantor will pay the rents and observe and perform the covenants or terms in respect of which the Tenant shall be in default and shall make good to the Landlord on demand and indemnify the Landlord against all losses damages reasonable and proper costs and expenses arising or incurred by the Landlord as a result of such non-payment non-performance or non-observance notwithstanding:

- 7.1.1 any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of the rents or the observance or performance of the covenants or other terms of this Lease or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under the Law of Property Act 1925 Section 146 have been entitled) to re-enter the Premises
- 7.1.2 that the terms of this Lease may have been varied by agreement between the parties whether or not such variation is prejudicial to the Guarantor
- 7.1.3 that the Tenant shall have surrendered part of the Premises in which event the liability of the Guarantor under this Lease shall continue in respect of the part of the Premises not so surrendered after making any necessary apportionments under the Law of Property Act 1925 Section 140; and
- 7.1.4 any other act or thing by which but for this provision the Guarantor would have been released

**7.2 To take Lease following disclaimer**

If at any time during the Term the Tenant (being an individual) shall become bankrupt or (being a company) shall enter into liquidation and the trustee in bankruptcy or liquidator shall disclaim this Lease the Guarantor shall if the Landlord shall require by notice within 60 days after such disclaimer take from the Landlord a lease of the Premises for the residue of the Term at the Rent then being paid under this Lease and subject to the same covenants and terms as in this Lease (except that the Guarantor shall not be required to procure that any other is made a party to that lease as guarantor) such new lease to take effect from the date of such disclaimer and in such case

the Guarantor shall pay the reasonable and proper costs of such new lease and execute and deliver up to the Landlord a counterpart of it

### **7.3 To make payments following disclaimer**

If this lease shall be disclaimed and for any reason the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 7.2 the Guarantor shall pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the rents for the period commencing with the date of disclaimer and ending on whichever is the earlier of the following dates:

- 7.3.1 the date 6 months after such disclaimer; or
- 7.3.2 the date (if any) upon which the Premises are re-let

## **8. PROVISOS**

### **8.1 Re-entry**

If and whenever during the Term:

- 8.1.1 the rents (or any of them or any part of them) under this Lease are outstanding for 21 days after becoming due whether formally demanded or not; or
- 8.1.2 there is a breach by the Tenant or the Guarantor of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease; or
- 8.1.3 in respect of an individual Tenant (or creditor) an interim order is made or a bankruptcy order is made or a proposal is made for a voluntary arrangement; or
- 8.1.4 a company Tenant or a Company Guarantor
  - 8.1.4.1 enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company); or
  - 8.1.4.2 has a receiver manager administrative receiver or liquidator appointed; or
- 8.1.5 the Tenant enters into an arrangement for the benefit of its creditors; or
- 8.1.6 the Tenant has any distress or execution levied on its goods at the Premises

the Landlord may (but shall not be under any obligation to) re-enter the Premises (or any part of them in the name of the whole) at any time (even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or the Guarantor in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

## **8.2 Entire understanding**

This Lease and any Agreement leading to its grant embody the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

## **8.3 Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the Landlord except:-

8.3.1 any such statement or representation that is expressly set out in this Lease; and

8.3.2 any written information given to the Tenant's Solicitors in reply to written enquiries before lease or in reply to observations thereon

## **8.4 Licences etc under hand**

Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord

## **8.5 Compensation on vacating**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

## **8.6 Disputes**

Any dispute shall be determined by a single arbitrator to be agreed upon by the Landlord and the Tenant or in default of agreement to be nominated at the request of either of them or both of them jointly by the President for the time being of the Royal Institution of Chartered Surveyors and in each case in accordance with the Arbitration Acts for the time being in force

## **8.7 Service of notices**

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that Section 196 shall be deemed to be amended as follows:

8.7.1 the final words of Section 196(4) ... "and that service ... be delivered" shall be deleted and there shall be substituted "... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted" "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday;

8.7.2 any notice or document shall also be sufficiently served if sent by telex or facsimile transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4 pm on a Working Day but otherwise on the next following Working Day (as defined above);

and in this clause "party" includes the Guarantor

## **9. NO WARRANTY AS TO USE**

Nothing herein contained shall be deemed to constitute any warranty on the part of the Landlord that the Premises or any part thereof are authorised for the use herein mentioned whether under or by virtue of the Planning Acts or otherwise

## **10. NO RIGHT TO ENFORCE**

Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any Lease or other instrument relating to any other hereditaments belonging to the Landlord or limit or affect the right of the Landlord in respect of any other premises belonging to the Landlord to deal with the same now or at any time hereafter in any manner which the Landlord may think fit nor shall anything herein contained confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 save as expressly herein demised

## **11. THIRD PARTIES CLAUSE**

This Lease does not create any right enforceable by any person not a party to it except that a person who is the permitted successor to or the assignee of a party is deemed to be a party to this Lease and the Contracts (Rights of Third Parties) Act 1999 is excluded

**12. TENANT'S BREAK CLAUSE**

If the Tenant shall wish to determine this Lease on 10 February 2028 ("the Break Date") and shall:-

12.1 give to the Landlord not less than 6 months prior written notice of such wish, and

12.2 pay the Rent up to and including the Break Date

then upon the Break Date this Lease shall absolutely cease and determine but without prejudice to the antecedent rights and obligations of either party and the Landlord shall reimburse the Tenant any of the rents paid to the Landlord that relate to any period following the Break Date (less any sums lawfully due to the Landlord)

**IN WITNESS** whereof the parties hereto have signed this instrument as their Deed the day and year first before written

## **THE FIRST SCHEDULE**

### **The Premises**

**ALL THAT** property and buildings which for the purpose of identification only is more particularly edged red on the Plan being ground floor and basement of the premises at 48 The Grove, Ilkley, LS29 9EE and including:

- (a) the floor and ceiling screed, plasterwork and finishes, but not any other part, of the floor slabs and ceiling slabs or joists above or below the Premises or any floor coverings;
- (b) the inner half severed medially of the internal non-loadbearing walls that divide the Premises from any other premises
- (c) the interior plaster and decorative finishes of all walls bounding the Premises
- (d) the whole of the shop front
- (e) the doors and windows and door and window frames at the Premises
- (f) the yard at the rear of the Premises
- (g) all additions and improvements to the Premises
- (h) all the Landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises, whether originally fixed or fastened to or on the Premises or otherwise, except any fixtures installed by the Tenant that can be removed from the Premises without defacing them, and
- (i) the Conduits exclusively serving the Premises

but excludes the roof and roof space, the foundations, all external, structural or loadbearing walls, columns, beams and supports, any part of the structure and any of the Conduits that do not exclusively serve the Premises

**THE SECOND SCHEDULE**  
**Tenant's Rights**

- (a) Rights of free and uninterrupted passage and running of all Utilities to and from the Premises into through and along such Conduits as presently exist under upon or over the Building
  
- (b) The right of entry onto such of the Common Parts as are necessary for the purpose of:
  - (i) reading meters relating to Utilities serving the Property; and
  
  - (ii) inspecting cleansing repairing maintaining and replacing if necessary the Premises and/or any Conduits serving the property

The persons exercising such rights causing as little damage or inconvenience as reasonably practical to the Landlord and making good any damage caused to the reasonable satisfaction of the Landlord as quickly as reasonably practicable

**THE THIRD SCHEDULE**  
**The Landlord's Rights and Reservations**

1. Insofar as the same passes through the Property rights of free and uninterrupted passage and running of all such Utilities to and from the remainder of the Building into through and along such Conduits as presently exist within the Property
2. the right to use develop rebuild extend increase alter or reconstruct any part of the Building for such purpose and to such extent and generally in such manner as the Landlord shall think fit but not so as to derogate from the Landlord's grant in relation to this Lease
3. Rights for the Landlord and/or the Landlord's agents and workmen with or without materials and appliances at all reasonable times upon at least 48 hours written notice (other than in an emergency) where no notice shall be required) to enter upon the Premises for the purpose of exercising all or any of the rights in this Schedule excepted reserved or contained or for the purpose of cleansing redecorating renewing repairing extending developing or maintaining any part of the Building or for the purpose of laying any Conduits the person exercising such rights of entry causing as little damage or inconvenience as reasonably possible making good all damage thereby occasioned to the Premises with all due dispatch to the reasonable satisfaction of the Tenant

**THE FOURTH SCHEDULE**  
**Matters to which the Premises are subject**

Matters contained or referred to in a conveyance dated 1 January 1971 made between Christina Crackston Crowther (1) and Chevin Properties Limited (2)

## **THE FIFTH SCHEDULE**

### **Rent and rent review**

#### **1. Definitions**

In this Schedule the following expressions shall have the following meaning:-

- 1.1 "Review Date" means the Rent Review Date specified in clause 1 of the Lease
- 1.2 "Open Market Rent" means the yearly rent at which the Premises might reasonably be expected to be let as a whole in the open market with vacant possession at the Review Date by a willing Landlord to a willing tenant on one lease and without any premium or any other consideration for the grant or taking thereof and otherwise on the terms and conditions and subject to the covenants and provisions contained in this Lease (other than the amount of the rent payable hereunder but including these provisions for the review of rent) and making the Assumptions but disregarding the Disregarded Matters
- 1.3 "the Assumptions" means the following assumptions (if not facts) at the Review Date:-
  - 1.3.1 That the Premises are fit for immediate occupation and use and may be lawfully used by any person for any purpose permitted by this Lease
  - 1.3.2 That no work has been carried out to the Premises by the Tenant any undertenant or their respective predecessors in title during the Term which has diminished the rental value of the Premises
  - 1.3.3 That if the Premises or any part or parts thereof have been destroyed or damaged by an Insured Risk they have been fully rebuilt and reinstated
  - 1.3.4 That all the covenants on the part of the Landlord and the Tenant contained in this Lease have been fully performed and observed SAVE THAT reasonable regard will be had to any material or persistent breach of covenant by the Landlord
  - 1.3.5 That the term of the lease referred to in paragraph 1.2 is equal in length to the residue unexpired of this Lease and that such term begins on the Review Date and that the rent shall commence to be payable from that date and that the years during which the Tenant covenants to decorate the Premises are at similar intervals after the beginning of the term of such lease as those specified in this Lease but that there is no opportunity to exercise any break clause
  - 1.3.6 That in the case where the letting is subject to sub-tenancies (whether existing so at the date hereof or created during the Term) no reduction is made for management charges or to take such sub-tenants into account
- 1.4 "the Disregarded Matters" means

- 1.4.1 Any effect on rent of the fact that the Tenant any permitted under-tenant or their respective predecessors in title have been in occupation of the Premises or any part thereof
- 1.4.2 Any goodwill attached to the Premises by reason of the business then carried on at the Premises by the Tenant or any permitted undertenant
- 1.4.3 Any increase in rental value of the Premises attributable to the existence at the Review Date of any approved improvement to the Premises or any part thereof carried out after or before the date of this Lease by or at the expense of the Tenant or any permitted undertenant otherwise than in pursuance of an obligation to the Landlord or its predecessors in title except an obligation to comply with statute or any obligation contained in any Licence for Alteration and
- 1.4.4 Any rent free period concessionary rent or other inducement whether by means of a capital payment or otherwise which would or might be given to an incoming tenant on the grant of a lease of the Premises at the Review Date to reflect the length of time it would take for the incoming tenant to carry out its initial fitting out works to the intent that no discount reduction or allowance shall be made in ascertaining the Open Market Rent to reflect such rent free period concessionary rent or other inducement to compensate the Tenant for the absence thereof
- 1.5 "the Review Surveyor" means an independent chartered surveyor of not less than ten years standing who is experienced in the valuation and leasing of property similar to the Premises and is acquainted with the market in the area in which the Premises are located appointed from time to time to determine the Open Market Rent pursuant to the provisions of this Schedule
- 1.6 "the President" means the President for the time being of the Royal Institution of Chartered Surveyors and includes the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf and
- 1.7 "Rent Restrictions" means the restrictions imposed by any statute for the control of rent in force on a Review Date or on the date on which any increased rent is ascertained in accordance with this Schedule and which operate to impose any limitation whether in time or amount on the collection of an increase in the rent first reserved by this Lease or any part thereof

## **2. Upwards only rent review**

The rent first reserved by this Lease shall be reviewed at the Review Date in accordance with the provisions of this Schedule and from and including the Review Date the rent shall equal the higher of the Open Market Rent on the Review Date as agreed or determined pursuant to the

provisions of this Schedule or the rent contractually payable immediately before the Review Date

**3. Agreement or determination of the reviewed rent**

The Open Market Rent at the Review Date may be agreed in writing at any time between the Landlord and the Tenant but if for any reason they have not so agreed either party may (whether before or after the t Review Date) by notice in writing to the other require the Open Market Rent to be determined by the Review Surveyor

**4. Appointment of Review Surveyor**

In default of agreement between the Landlord and the Tenant on the appointment of the Review Surveyor the Review Surveyor shall be appointed by the President on the written application of either party such application to be at the parties joint expense and be made not earlier than one month before the Review Date and not later than the next succeeding Review Date

**5. Functions of the Review Surveyor**

5.1 At the option of the Landlord the Review Surveyor shall act either as an arbitrator in accordance with the Arbitration Act 1996 or as an expert such option to be exercised by the Landlord giving written notice to the President at the time of the Landlord's written application to the President or if application is made by the Tenant then within seven days of the Landlord being notified of the appointment of the Review Surveyor but if no written notice is given by the Landlord as aforesaid the Review Surveyor shall act as an expert

5.2 (If acting as an expert) the Review Surveyor shall:-

5.2.1 invite the Landlord and the Tenant to submit to him within such time limits (not being less than fifteen working days) as he shall consider appropriate a valuation accompanied if desired by a statement of reasons and such representations and cross representations as to the amount of the Open Market Rent with such supporting evidence as they may respectively wish and

5.2.2 within sixty days of his appointment or within such extended period as the Landlord and the Tenant shall jointly agree in writing give to each of them within notice of the amount of the Open Market Rent as determined by him

**6. Fees of Review Surveyor**

The fees and expenses of the Review Surveyor (if acting as an expert) shall be in the award of the Review Surveyor and failing such award the same shall be payable by the Landlord and the Tenant in equal shares who shall each bear their own costs fees and expenses

7. **Appointment of new Review Surveyor**

If the Review Surveyor fails to give notice of his determination within the time aforesaid or if he dies is unwilling to act or becomes incapable of acting or if for any other reason he is unable to act either party may request the President to discharge the Review Surveyor and appoint another Review Surveyor in his place to act in the same capacity which procedure may be repeated as many times as necessary

8. **Interim payments pending determination**

In the event that by the Review Date the amount of the reviewed rent has not been agreed or determined as aforesaid (the date of agreement or determination being herein called "the Determination Date") then in respect of the period (herein called "the Interim Period") beginning with the Review Date and ending on the day before the quarter day following the Determination Date the Tenant shall pay to the Landlord rent at the yearly rate payable immediately before the Review Date and on the Determination Date the Tenant shall pay to the Landlord on demand as arrears of rent the amount (if any) by which the reviewed rent exceeds the rent actually paid during the Interim Period (apportioned on a daily basis) together with interest thereon at 1% above the base rate from time to time of Barclays Bank plc from the Review Date to the date of actual payment

9. **Rent Restriction**

On each and every occasion during the Term that Rent Restrictions shall prevent or prohibit either wholly or partially:-

- 9.1 The operation of the above provisions for review of rent or
- 9.2 The normal collection and retention by the Landlord of any increase in the rent or any instalment or part thereof
- 9.3 Then and in each such case respectively:-
  - 9.3.1 The operation of such provisions for review of the rent shall be postponed to take effect on the first day or dates thereafter upon which such operation may occur and
  - 9.3.2 The collection of any increase or increases in the rent shall be postponed to take effect on the first day or dates thereafter that such increase or increases may be collected

and/or retained in whole or in part and on as many occasions as shall be required to ensure the collection of the whole increase

9.4 Until the Rent Restrictions shall be relaxed either partially or wholly the rent first reserved by this Lease shall be the maximum sum from time to time permitted by the Rent Restrictions PROVIDED THAT in no circumstances shall there be more than one review of rent in any Review Period

10. **Memoranda of reviewed rent**

As soon as the amount of any reviewed rent has been agreed or determined memoranda thereof shall be prepared by the Landlord or its Solicitors and such memoranda shall be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the Counterpart thereof BUT the lack of any memorandum shall not affect the validity or enforceability of any review or the Landlord's right to recover rent following such review

11. **Time Not of the essence**

For the purpose of this Schedule time shall not be of the essence

## **THE SIXTH SCHEDULE**

### **Service Charge Cap**

In this schedule the following definitions apply:

**Base Index Value:** the value of the Index for January 2023.

**Base Service Charge Cap:** £1,500 excluding VAT

**Current Index Value:** the value of the Index for the month which is one month before the relevant Review Date.

**Index:** the All Items index of the RPI.

**Indexed Service Charge Cap:** a sum calculated in accordance with the following formula:

$$(A/B) \times C$$

Where:

**A** = the Current Index Value;

**B** = the Base Index Value; and

**C** = the Base Service Charge Cap for the first occasion on which the Indexed Service Charge Cap is calculated pursuant to this Part of this Schedule and, for each subsequent occasion, the Service Charge Cap that applied immediately before the relevant Review Date..

**Review Date:** 11 February 2024 and every anniversary of that date.

**RPI:** the Retail Prices Index or any official index replacing it.

**Service Charge Cap:** is:

- a) for the Current Service Charge Year, the Base Service Charge Cap; and
- b) for each subsequent year, the Indexed Service Charge Cap.

#### **1. Changes to the Index**

- 1.1 Subject to paragraph 1.1 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the Index is compiled, or if the reference base used to compile the RPI changes, the calculation of the Indexed Service Charge Cap shall be made taking into account the effect of this change.
- 1.2 The Landlord and the Tenant must use reasonable endeavours to agree within a reasonable time an alternative mechanism for setting the Indexed Service Charge Cap if either:

- (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 1.1 of this Part of this Schedule would fundamentally alter the calculation of the Indexed Service Charge Cap in accordance with this Part of this Schedule and has given notice to the other party of that belief; or
- (b) it becomes impossible or impracticable to calculate the Indexed Service Charge Cap in accordance with this Part of this Schedule.

1.3 The alternative mechanism referred to in paragraph 1.2 of this Part of this Schedule may (where reasonable) include, or consist of, substituting an alternative index for the RPI.

1.4 The alternative mechanism for setting the Indexed Service Charge Cap shall be agreed between the Landlord and Tenant at any time or, in the absence of such agreement, shall be referred for determination in accordance with clause 8.6 of this lease.

**EXECUTED as a DEED**

by **CHEVIN PROPERTIES LIMITED**

acting by a director signing

in presence of:-

Michael J Harber *x*

Witness Signature

*S Joy*

Witness Name

SARAH JOY

Witness Address

NEWSTEAD & WALKER  
Mercury House  
Mercury Row  
Otley  
West Yorkshire  
LS21 3HQ

**EXECUTED as a DEED**

by **SCOPE**

acting by a director

in the presence of:

Director

Witness Signature

Witness Name:

Witness Address

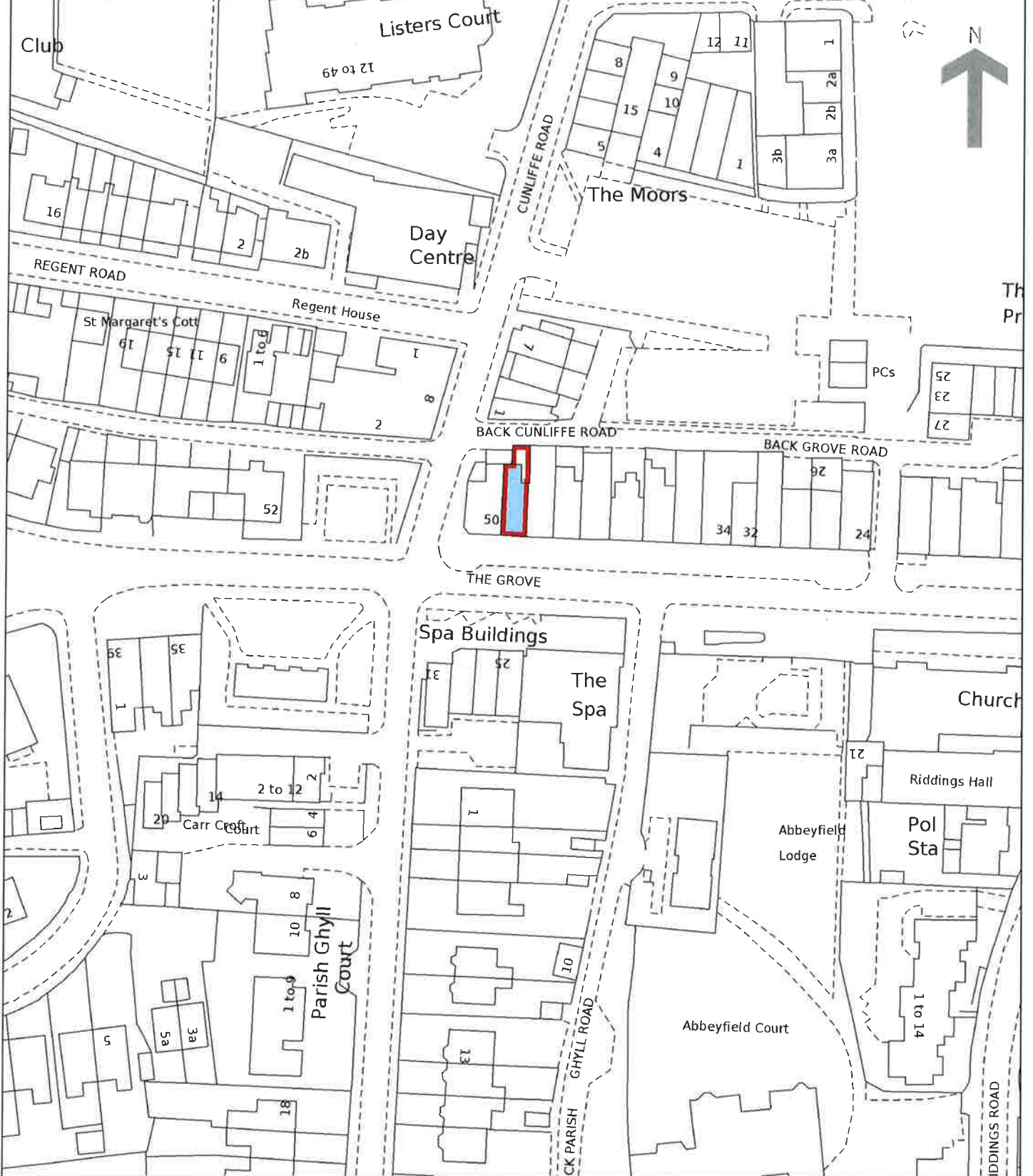


HM Land Registry  
Official copy of  
title plan

Title number **YY13755**  
Ordnance Survey map reference **SE1147NE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **West Yorkshire :**  
**Bradford**



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*Michael Shubben*  
x M L x

