

DATED

10<sup>th</sup> April 2024

**LEASE**

relating to

First Floor Office Suite  
48a The Grove  
Ilkley  
West Yorkshire

between

**CHEVIN PROPERTIES LIMITED**

and

**ENVISUALS LIMITED**

and

**SOPHIE WATERMAN and CHRISTIAN HARDY**

**Newstead & Walker**

**Otley**

**(JRD/CHE20/29)**

This deed is dated

10<sup>th</sup> April

2024

## Parties

- (1) CHEVIN PROPERTIES LIMITED incorporated and registered in England and Wales with company number 01024842 whose registered office is at Building Society Chambers, Wesley Street, Otley, LS21 1AZ (**Landlord**)
- (2) ENVISUALS LIMITED incorporated and registered in England and Wales with company number 10044371 whose registered office is at Carlisle Business Centre, Carlisle Road, Bradford, BD8 8BD (**Tenant**)
- (3) SOPHIE WATERMAN and CHRISTIAN HARDY both of Carlisle Business Centre, Carlisle Road, Bradford, BD8 8BD

## Agreed terms

### 1. Interpretation

The following definitions and rules of interpretation apply in this lease.

#### 1.1 Definitions:

**Annual Rent:** rent at the rate of £9,000 per annum.

**Break Date:** [ 10 April ] 2025 and [ 10 April ] 2026

**Break Notice:** written notice to terminate this lease specifying the relevant Break Date and served in accordance with clause 24.

**Building:** 48a The Grove, Ilkley shown edged blue on the plan attached to this deed marked Plan 2.

**Common Parts:** the Building other than the Property, the ground floor shop and the other office suites at the Building including for the avoidance of doubt the kitchen facilities and toilets on the first floor, the staircase and the ground floor entrance hall.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Insolvency Event:** subject to clause 1.14, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- b) the making of an administration order in relation to the Tenant;
- c) the appointment of an administrator, in any case in relation to the Tenant;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a winding-up order in respect of the Tenant;
- g) the striking-off of the Tenant from the Register of Companies;
- h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);

**Interest Rate:** 4% per annum above the base rate from time to time of Barclays Bank PLC.

**LTA 1954:** Landlord and Tenant Act 1954.

**MEES Regulations:** regulations relating to minimum energy efficiency standards as set out in the Energy Efficiency (Private Rented Sector (England and Wales)) Regulations 2015.

**Permitted Use:** use as offices.

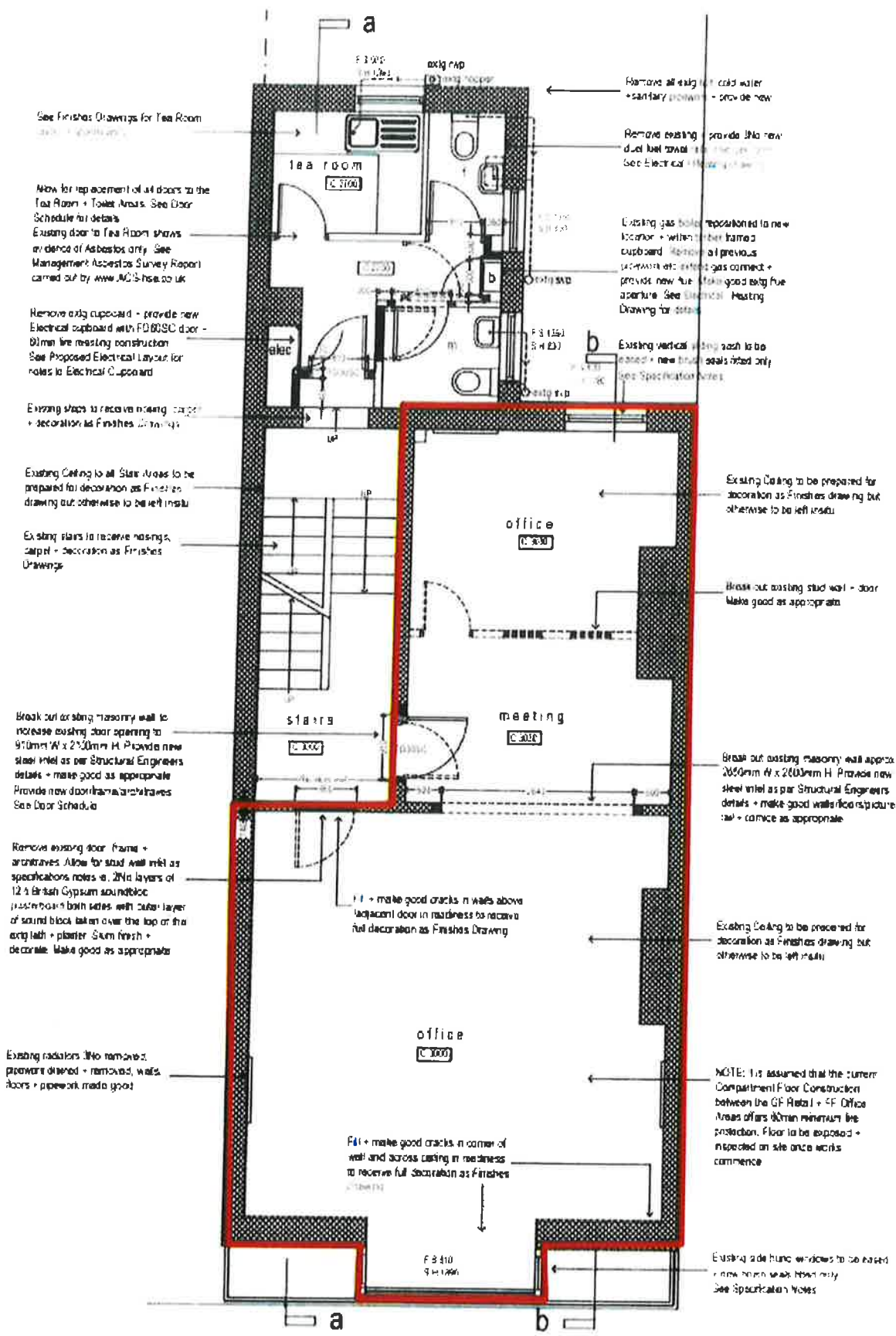
**Property:** the part of the first floor of the Building, the floor plan of which is shown edged red on the plan attached to this lease marked Plan 1, bounded by and including the internal wall and ceiling finishes and floor coverings of that part and the windows and window frames in those walls, but excluding all Service Media which are within that part but which do not serve it exclusively and excluding any load bearing or structural part.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Term:** a term of three (3) years beginning on and including the date of this lease.

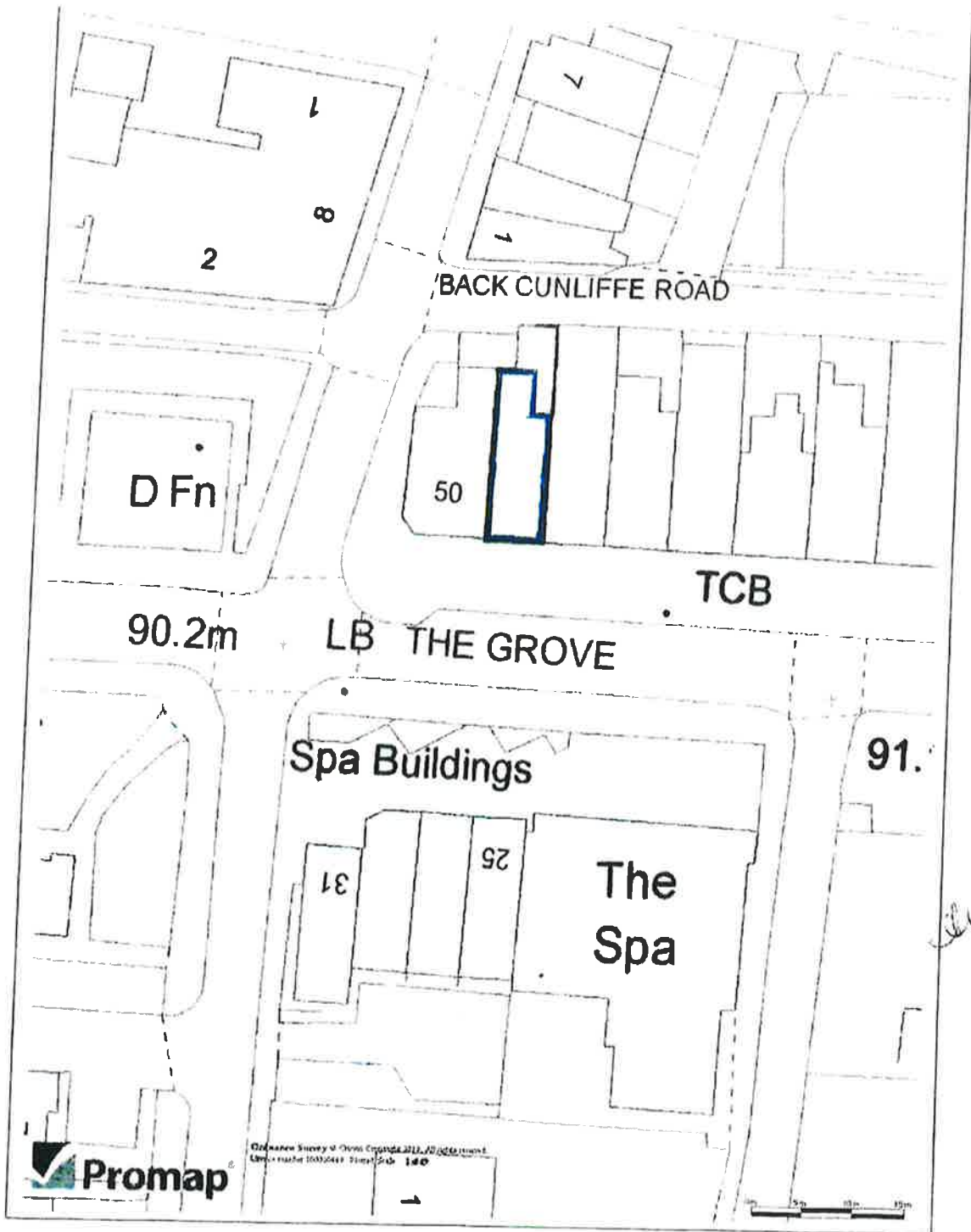
**VAT:** value added tax or any equivalent tax chargeable in the UK.



FIRST FLOOR 1:50 @A1

Mulraj Jharber

PLAN 2



Murat. S. Hansen

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 For the purposes of the definition of **Insolvency Event**:

- (a) where any of the paragraphs in that definition apply in relation to:
  - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
  - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
- (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## 2. Grant

- 2.1 At the request of the Guarantor the Landlord lets the Property to the Tenant with full title guarantee for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Building being those referred to in a conveyance dated 1<sup>st</sup> January 1971 made between Christina Crackston Crowther (1) and the Landlord (2).
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

## 3. Ancillary rights

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:

- (a) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease;
  - (b) the right to use the kitchen facilities and toilets on the first floor of the Building
  - (c) the right to use the Common Parts including the front door, entrance hall and staircase for the purposes of access to and egress from the Property; and
  - (d) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
- 3.2 In relation to the Right mentioned in clause 3.1(d) , the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.3 The Tenant shall exercise the Rights:
- (a) only in connection with its use of the Property for the Permitted Use and in a manner that is consistent with its obligations in clause 10.2 ;
  - (b) in accordance with any regulations made by the Landlord as mentioned in clause 10.5 ; and
  - (c) in accordance with all relevant laws.

#### **4. Rights excepted and reserved**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):
- (a) rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term;
  - (b) the right to:
    - (i) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
    - (ii) install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property); and
    - (iii) re-route any Service Media mentioned in this clause 4.1(b);
  - (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other

property at any reasonable time and, except in the case of an emergency, after having given reasonable written notice to the Tenant; and

- (d) at any time during the Term, the full and free right to develop land other than the Building, whether or not such land is owned by the Landlord, as the Landlord may think fit.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

## **5. The Annual Rent and other payments**

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on the first day of each month.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next rent payment date.

5.3 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property.

5.4 The Tenant shall pay all rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord acting reasonably except as to questions of law and in the absence of any manifest error) of the total.

5.5 The Tenant shall pay to the Landlord within 14 days of written demand a reasonable and fair proportion (determined by the Landlord acting reasonably) of the fair and reasonable

costs and expenses incurred by the Landlord in complying with its obligations under clause 7 of this lease provided that the amount payable shall not exceed a sum equivalent to ten percent (10%) of the Annual Rent in the first year of the term rising to not more than twenty five percent (25%) of the Annual Rent payable each year.

- 5.6 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it subject to receipt of a valid VAT invoice addressed to the Tenant.
- 5.7 The Tenant shall pay the fair and reasonable costs and expenses of the Landlord, including any reasonable solicitors' or other professionals' costs and expenses and whether incurred during or up to six months after the end of the Term, in connection with the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 5.8 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not in the case of the Annual Rent only, the Tenant shall pay the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 5.9 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

## **6. Insurance**

- 6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord reasonably considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant in writing of relevant terms of its insurance policy.
- 6.2 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 12 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

- 6.3 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, then provided that:
- (a) the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant; and
  - (b) the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 12 months of it having been damaged or destroyed,

the Tenant may determine this lease by giving notice to the Landlord.

- 6.4 If the Building is destroyed or damaged by a risk against which the Landlord is not obliged to insure pursuant to clause 6.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within 12 months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

- 6.5 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of 12 months mentioned in clause 6.3(b) or the period of 12 months mentioned in clause 6.4 had ended), then:

- (a) payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended from the date of the damage; and
- (b) the Tenant shall not be liable to carry out any works of repair to the Property

until the Building has been repaired so as to make the Property fit for occupation and use or, if earlier, this lease is terminated.

- 6.6 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

- 6.7 Nothing in this clause shall oblige the Landlord to repair the Building.

## **7. Services**

- 7.1 The Landlord shall use its reasonable endeavours:

- (a) to keep the Common Parts in repair and clean and tidy and the internal Common Parts adequately lit;
- (b) to clean the outside of the windows of the Building as often as is reasonably necessary; and
- (c) to keep the Service Media at the Building and owned by the Landlord in reasonable working order.

- 7.2 The Landlord shall not be liable for any loss or inconvenience arising from any failure or interruption of any service mentioned in clause 7.1 (or any other service provided by the Landlord) due to the carrying out of any necessary repairs or servicing nor due to any act or omission that is beyond the reasonable control of the Landlord (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability) provided that the Landlord shall use reasonable endeavours to remedy the failure or interruption as soon as possible.

## **8. Prohibition of dealings**

The Tenant shall not:

- (a) underlet, charge, part with or share possession or share occupation of this lease or the whole or part of the Property;
- (b) assign the whole or any part of the Property;
- (c) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement;
- (d) hold the lease on trust for any person (except by reason only of joint legal ownership); or
- (e) grant any right or licence over the Property in favour of any third party.

## **9. Repairs, decoration, alterations and signs**

- 9.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside but not the outside of the windows at the Property, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.
- 9.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.
- 9.3 The Tenant shall decorate the Property and if reasonably required replace the floor coverings in the last three months before the end of the Term to the reasonable satisfaction of the Landlord and using materials and colours approved by the Landlord (such approval not to be unreasonably withheld or delayed).
- 9.4 The Tenant shall keep the Property in good repair but shall not be required to repair any damage caused by a risk which the Landlord is required to insure against or has insured against.
- 9.5 The Tenant shall not make any structural alteration to the Property but the Tenant may make non structural alterations with the Landlord's consent (such consent not to be

unreasonably withheld or delayed) and provided that such alterations are reinstated at the end of the term if reasonably requested by the Landlord.

- 9.6 The Tenant shall not install, or alter the route of, any Service Media at and forming part of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.7 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building. The Tenant may place a nameplate of a design and in a position on the Common Parts as are approved by the Landlord such approval not to be unreasonably withheld or delayed.
- 9.8 The Landlord may on reasonable prior written notice (or immediately in emergency) enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 9.9 Notwithstanding any other provisions of this lease the Tenant shall not be required to carry out any works nor shall the Tenant incur any liability under this lease or otherwise for any costs or penalty associated with or arising out of the Landlord's obligations pursuant to the MEES Regulations.

## **10. Use**

- 10.1 The Tenant shall not use the Property for any purpose except the Permitted Use.
- 10.2 The Tenant shall not use the Property or exercise any of the Rights:
- (a) for any illegal purpose; or
  - (b) for any purpose in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or
  - (c) in any way that would vitiate the Landlord's insurance of the Building; or
  - (d) in a manner that would interfere with any right subject to which this lease is granted.
- 10.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

- 10.4 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use of all Service Media and machinery and equipment at or serving the Property; and
  - (c) all materials kept at or disposed from the Property.
- 10.5 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Common Parts and the management of the Building and which are notified to the Tenant in writing.

## **11. Energy Performance Certificates**

- 11.1 The Tenant shall:
- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
  - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.
- 11.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld or delayed.

## **12. Returning the Property to the Landlord**

- 12.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all chattels belonging to or used by it.
- 12.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**13. Indemnity**

The Tenant shall keep the Landlord indemnified against all properly incurred liabilities, expenses, costs (including but not limited to any reasonable solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property or the Common Parts with its actual or implied authority provided that the Landlord shall not settle any claims without the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed).

**14. Landlord's covenant for quiet enjoyment and repair**

- 14.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.
- 14.2 The Landlord covenants with the Tenant to maintain the exterior of the Building in tenable repair and condition.

**15. Re-entry and forfeiture**

- 15.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
  - (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not (in the case of the Annual Rent only);
  - (b) any breach of any condition or tenant covenant of this lease which has been notified to the Tenant in writing and which the Tenant has failed to remedy within a reasonable time frame; or
  - (c) an Insolvency Event.
- 15.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of either party in respect of any antecedent breach of the either party's covenants of this lease.

**16. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights**

- 16.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.
- 16.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

**17. Procure guarantor consent**

For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:

- (a) joins in any consent or approval required under this lease; and
- (b) consents to any variation of the tenant covenants of this lease.

**18. Guarantor covenants**

The Guarantor covenants with the Landlord on the terms set out in Schedule 1.

**19. Joint and several liability**

- 19.1 Where any party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 19.2 The obligations of the Tenant and the Guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 19.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

**20. Entire agreement**

- 20.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

20.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies has given to any written enquiries raised before the date of this lease.

20.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

20.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **21. Governing law**

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

## **22. Jurisdiction**

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

## **23. Tenant's Break Clause**

23.1 The Tenant may terminate this Lease by serving a Break Notice on the Landlord at least three months before the relevant Break Date.

23.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date specified in the Break Notice:

- (a) the Tenant has not paid by way of cleared funds any part of the Annual Rent which was due to have been paid; or
- (b) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession.

23.3 Subject to clause 23.2, following service of a Break Notice this lease shall terminate on the relevant Break Date.

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

23.5 If this lease terminates in accordance with clause 23.3, then within 10 days of the relevant Break Date the Landlord shall refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent and Insurance Rent and any service charge paid in advance by the Tenant for the period from but excluding the relevant Break Date up to but excluding the next Rent Payment Date.

## 24. Miscellaneous

24.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) [Christian Hardy] who was duly authorised by the Tenant to do so made a statutory declaration dated [5 April] 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be entered into by the Guarantor pursuant to paragraph 4.1 of Schedule 1, before this lease was entered into; and
- (d) the Guarantor made a statutory declaration dated [5 April] 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- (e) there is no agreement for lease to which this lease gives effect.

24.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

24.3 This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1 Guarantee and indemnity**

### **1. Guarantee and indemnity**

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the AGA.

### **2. Guarantor's liability**

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);

- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;
  - (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
  - (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
  - (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
  - (i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
  - (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
  - (k) any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.
- 3. Variations and supplemental documents**
- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:
- (a) the variation is material or prejudicial to the Guarantor;
  - (b) the variation is made in any document; or
  - (c) the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

#### **4. Guarantor to take a new lease or make payment**

4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.

4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:

- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- (b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it; and
- (d) otherwise be on the same terms as this lease (as varied if there has been any variation).

4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.

4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.

4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to six months' Annual Rent and the Guarantor must pay that amount on demand.

#### **5. Payments in gross and restrictions on the Guarantor**

5.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right

of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

- 5.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 5.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

## **6. Other securities**

- 6.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 6.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.
- 6.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

**EXECUTED** as a Deed by **CHEVIN PROPERTIES** }  
**LIMITED** acting by a Director in the }  
presence of }

Director *Muliat-J. Harper*

Witness Signature *M. Yang*

Print Name *T. A. C. E. Y. Y. E. W. S.*

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

**EXECUTED** as a Deed by **ENVISUALS LIMITED** }  
acting by a Director in the }  
presence of }

Director

Witness Signature .....

Print Name .....

Address .....

**SIGNED** as a Deed by **SOPHIE WATERMAN** }

in the presence of }

.....

Witness Signature .....

Print Name .....

Address .....

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**SIGNED** as a Deed by **CHRISTIAN HARDY** }

in the presence of }

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Witness Signature .....

Print Name .....

Address .....

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