

DATED

7TH December 2011.

LEASE

(1)

[REDACTED]

AND

(2)

PAULINE LATHAM



MOODY & WOOLLEY

S O L I C I T O R S

Commissioners for Oaths

PARTICULARS

LAND REGISTRY PARTICULARS

LR1.	Date of lease	7 DECEMBER, 2010
LR2.	Title number(s)	
LR2.1	Landlord's title number(s)	
LR2.2	Other title numbers	None
LR3.	Parties to this lease	
Landlord		[REDACTED]
Tenant		Pauline Latham OBE MP of House of Commons, Westminster, London, SW1A 0AA
Tenant's Guarantor		None
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The internal demise of the premises (referred to in this Lease as "the Premises") known as ground floor [REDACTED] shown edged red on Plan 1 including all windows, doors and frames serving the premises, all alterations, improvements and additions made to those premises during the Term, landlord's fixtures and conduits serving those premises at any time during the Term and one half severed vertically and horizontally of all party walls and ceiling/floors dividing those premises from any adjoining premises at any time during the Term.</p>
LR5.	Prescribed statements etc	
LR5.1	Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	Not applicable
LR5.2	This lease is made under, or by Reference to, provisions of:	Not applicable

LR6.	Term for which the Property is Leased	From and including the date of this Lease (referred to in this Lease as "the Term Commencement Date") To and including 31 May 2015 (This term is referred to in this Lease as "the Contractual Term")
LR7.	Premium	None
LR8.	Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.
LR9.	Rights of acquisition etc	
LR9.1	Tenant's contractual rights to Renew this lease, to acquire The reversion or another lease Of the Property, or to acquire an interest in other land	None
LR9.2	Tenant's covenant to (or offer To) surrender this lease	None
LR9.3	Landlord's contractual rights To acquire this lease	None
LR10	Restrictive covenants given in This lease by the Landlord in Respect of land other than the Property	None
LR11.	Easements	
LR11.1	Easements granted by this lease for the benefit of the Property	The rights specified in clause 3.1
LR11.2	Easements granted or The rights specified in clause 3.2. reserved by this lease over the Property for the benefit of other property	The rights specified in clause 3.2
LR12.	Estate rentcharge burdening the Property	None.
LR13	Application for standard form of restriction	None
LR14	Declaration of trust where there is more than one person comprising the Tenant	Not applicable

PART 2: OTHER PARTICULARS

Authorised Use

The use of the Premises as offices within Class B1 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 or such other use as the Landlord may consent to, such consent not to be unreasonably withheld or delayed.

Building

The Landlord's property known as [REDACTED] shown for identification edged red on Plan 2 and includes all alterations, additions and improvements to it during the Term and all landlord's fixtures forming part of the building at any time during the Term.

Principal Rent

£7,500 (SEVEN THOUSAND FIVE HUNDRED pounds) per annum for the first year and from and including the third anniversary of the Term Commencement Date the rent shall be £8,200 (EIGHT THOUSAND TWO HUNDRED pounds) per annum

Quarter Days

25 March, 24 June, 29 September and 25 December in each year

Rent Commencement Date

17 December 2010

THIS LEASE is made on the date set out in **clause LR1** of the Land Registry Particulars **BETWEEN**

(1) the Landlord; and

(2) the Tenant

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 In this Lease, the following words and expressions have the following meanings:

"Base Rent"	the Principal Rent defined in the Particulars
"Common Areas"	the kitchen, toilet and other common areas shown edged green and blue on Plan 1
"Common Facilities"	all conduits, structures, walls, fences, roads, paths, works, services or facilities used in common by the Premises and any adjoining premises or by the owners and occupiers of them including any "party structures", "party walls", and "party fence walls" within the meaning of the Party Wall etc Act 1996
"Environmental Law"	all statutes, regulations and subordinate legislation, European laws, treaties and common law which at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants
"EPC"	an energy performance certificate and recommendation report, as defined in the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007
"Hazardous Material"	any substance, whether in solid, liquid or gaseous form, which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance
"Insured Damage"	subject to clause 6.10 , damage to or destruction of the whole or any part of the Premises by any of the Insured Risks which does not fall within a Policy Exclusion and in respect of which the Landlord is otherwise entitled to receive payment under the insurance policy or policies maintained under clause 6.1 or would be so entitled but for any default by the Landlord under this Lease
"Insured Risks"	the risks set out in clause 6.2.1
"Interest Rate"	the base lending rate from time to time of Co-operative Bank PLC or such other clearing bank nominated by the Landlord at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Landlord may reasonably determine ⁵³

"Plan 1"	means the plan attached this Lease and labelled "Plan 1"
"Plan 2"	means the plan attached this Lease and labelled "Plan 2"
"Policy Exclusions"	any of the following so far as they form part of the Landlord's policy or policies of insurance maintained in respect of the Premises: <ul style="list-style-type: none"> (a) the non-availability of insurance against one or more of the Insured Risks or that insurance not being available at normal commercial rates; (b) any conditions, excess, exclusion and limitation clauses which may be imposed; and (c) any exclusions for damage caused by acts of terrorism
"Rents"	the rents reserved and payable under clause 4.1
"Term"	the Contractual Term
"Waste"	any discarded, unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value

1.2 In this Lease

- 1.2.1 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Lease;
- 1.2.2 except in relation to the Town and Country Planning (Use Classes) Order 1987, references to any statute or other legislation include references to any subsequent statute or legislation directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute or legislation and to all orders, by-laws, directions and notices made or served under them;
- 1.2.3 references to the Landlord, the Tenant or any Guarantor include their respective successors in title and, in the case of individuals, include their personal representatives
- 1.2.4 the Landlord's obligations in this Lease do not bind any Landlord after it has disposed of its interest in the Premises and it will not be liable for any breach of the Landlord's obligations in this Lease arising after the date of that disposal;
- 1.2.5 references to the Premises include any part of them unless specific reference is made to the whole of them;
- 1.2.6 references to adjoining premises include any premises adjoining or near to the Premises and references to adjoining premises owned by the Landlord include any adjoining premises owned by the Landlord at any time during the Term;
- 1.2.7 references to this Lease include any deed or document which is supplemental to, varies or is ancillary to this Lease from time to time;
- 1.2.8 references to the end of the Term include the determination of the Term before the end of the Contractual Term;

- 1.2.9 "including" means "including, without limitation";
- 1.2.10 indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Landlord and all costs, damages, expenses, liabilities and losses incurred by the Landlord;60
- 1.2.11 references to the Tenant include, and the Tenant's covenants bind, any undertenant or other person in occupation of the Premises or deriving title under the Landlord, their successors in title, and any other person under the Tenant's or their control including employees, agents, workmen and invitees;
- 1.2.12 references to the consent or approval of the Landlord include references to the consent or approval of any mortgagee or superior landlord of the landlord but without implying any obligation on their part that they will not unreasonably withhold their consent or approval;
- 1.2.13 for the purposes of the Perpetuities and Accumulations Act 1964, references to the perpetuity period are to the period of 80 years from and including the date of this Lease
- 1.2.14 any covenant by the Tenant not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.15 where the consent of the Landlord is required for any assignment, underletting, change of use or alterations, that consent may be given only by the completion of a licence executed as a deed containing the terms of the consent agreed between the parties unless the Landlord elects in writing to waive this requirement;
- 1.2.16 where two or more people form a party to this Lease, the obligations they undertake may be enforced against them all jointly or against each of them individually; and
- 1.2.17 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease is to be unaffected
- 1.3 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease.
- 1.4 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it
- 1.5 This Lease is a "new tenancy" for the purposes of section 1 Landlord and Tenant (Covenants) Act 1995
- 2. LETTING, TERM AND TERMINATION**
- 2.1 The Landlord lets the Premises to the Tenant for the Contractual Term reserving the Rents.
- 2.2 The Tenant may quietly enjoy the Premises throughout the Term without any interruption by the Landlord or anyone lawfully claiming under or in trust for the Landlord
- 2.3 The Landlord may enter onto the whole or any part of the Premises and by so doing end this Lease if:
 - 2.3.1 the whole or any part of the Rents or any other sums due under this Lease

remain unpaid more than fourteen days after the due date for payment, whether or not formally demanded;

- 2.3.2 the Tenant breaches any of its obligations in this Lease;
 - 2.3.3 the Tenant or any guarantor of the Tenant is unable to pay its debts within the meaning of the Insolvency Act 1986, goes into liquidation or bankruptcy, has an administrator appointed, has a receiver or administrative receiver appointed over the whole or any part of its assets, enters into any scheme of arrangement with its creditors in satisfaction or composition of its debt under the Insolvency Act 1986 or a winding-up order is made under Part IV of the Insolvency Act 1986, unless for the purpose of a solvent amalgamation or reconstruction of the company; or
 - 2.3.4 this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.
- 2.4 In the event of a British general election being called and an election date set, the Tenant may end this Lease by giving three months' written notice to the Landlord (the "**Break Notice**") and the Lease will end upon the date of expiry of the Break Notice (the "**Break Date**"). This Lease will only end if:
- 2.4.1 the Tenant has paid all of the Rents under this Lease in full on or before the Break Date so far as they have been demanded or are otherwise payable before the Break Date; and
 - 2.4.2 There are no outstanding breaches of the Tenant's covenants in this Lease on the Break Date.
- 2.5 When this Lease ends it will be without prejudice to any outstanding claims between the Landlord and the Tenant or any Guarantor of the Tenant.

3. **RIGHTS AND RESERVATIONS**

- 3.1 The Premises are let together with the following rights for the benefit of the Tenant, so far as the Landlord is able to grant them, to be enjoyed in common with the Landlord and any others entitled to use them:
 - 3.1.1 to use the conduits serving the Premises for the passage or transmission of utilities to and from the Premises;
 - 3.1.2 support and protection for the Premises from any adjoining premises owned by the Landlord;
 - 3.1.3 to display the name of the Tenant and the nature of the Tenant's business on the exterior of the Premises in such form, shape and size as the Landlord may permit, such permission not to be unreasonably withheld or delayed.
 - 3.1.4 to use the Common Areas
- 3.2 The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them :
 - 3.2.1 to enter and remain upon so much as is necessary of the Premises on not less than 48 hours' prior notice (except in case of emergency) with or without workmen, plant and equipment:
 - 3.2.1.1 to ascertain whether the Tenant has complied with the Tenant's obligations under this Lease;

- 3.2.1.2 to estimate the current value of the Premises for insurance or any other purposes;
- 3.2.1.3 to inspect and measure the Premises for any purpose connected with the review of the Principal Rent or the renewal of this Lease;
- 3.2.1.4 to inspect the state of repair and condition of the Premises and prepare any Schedule of condition or dilapidations;
- 3.2.1.5 to carry out any repairs, remove and make good any unauthorised alterations or carry out any works which the Tenant should have carried out in accordance with the Tenant's obligations under this Lease;
- 3.2.1.6 to take schedules or inventories of landlord's fixtures and other items to be returned to the Landlord at the end of the Term;
- 3.2.1.7 to show the Premises to prospective buyers of the Premises or, during the last six months of the Term, to prospective tenants of the Premises;
- 3.2.1.8 to affix a for sale or, during the last six months of the Term, a letting notice to the exterior of the Premises, but not so as materially to interrupt the access of light and air to the Premises; and
- 3.2.1.9 to carry out or permit the repair, maintenance, decoration, replacement, renewal and cleaning of any adjoining premises or any building or engineering works upon them;
- 3.2.1.10 to enable the production of an EPC for the Premises whether or not the Landlord is under a statutory duty to produce an EPC;
- 3.2.2 the right during the perpetuity period to build on, alter, add to, redevelop or extend in any way any adjoining premises owned by the Landlord or to permit the owner of any adjoining premises to do so in relation to their property even though the access of light and air to the Premises may be affected and without being liable to pay any compensation to the Tenant. This clause constitutes a consent for the purposes of section 3 Prescription Act 1832;
- 3.2.3 to erect scaffolding outside the Premises in connection with the rights reserved in **clause 3.2** and any works to be carried out pursuant to those rights subject to the Landlord ensuring that the scaffolding does not materially prevent access to the Premises nor, so far as reasonably practicable having regard to the nature of scaffolding, materially interfere with the Tenant's use and enjoyment of the Premises;
- 3.2.4 the right during the perpetuity period to connect to and use any conduits within or passing through the Premises for the passage or transmission of utilities to and from any adjoining premises;
- 3.2.5 the right during the perpetuity period to install new conduits within the Premises and connect to them for the passage or transmission of utilities to and from any adjoining premises; and
- 3.2.6 to place plant, machinery or equipment on the roof above the Premises and a right of access at reasonable times and on reasonable prior notice, save in

case of emergency, to the roof; and

3.2.7 support and protection from the Premises for any adjoining premises.

3.3 The Tenant is to permit the exercise of the rights reserved in **clause 3.2** and is not to obstruct or prevent these rights being exercised in accordance with the terms of this Lease.

3.4 The letting is made subject to and with the benefit of the rights granted and reserved by and the covenants and other matters contained in the deeds and documents relating to the legal title to the Building.

3.5 So far as they are still subsisting, capable of taking effect and affect the Premises, the Tenant is to comply with the title matters set out in **clause 3.4** and is to indemnify the Landlord against any breach of them.

3.6 The letting is made subject to all rights of light and air and all other legal or equitable easements and rights belonging to or enjoyed by any other property.

3.7 This Lease does not confer upon the Tenant any rights or privileges over any other property except as expressly set out in this Lease and any rights implied by section 62 Law of Property Act 1925 or the rule in *Wheeldon v Burrows* are expressly excluded

3.8 The Tenant is not to do or omit to do anything which results or might result in:

3.8.1 the creation of new rights or easements over the Premises;

3.8.2 the loss of any rights or easements benefiting the Premises; or

3.8.3 the Landlord being unable to claim rights benefiting the Premises whether under the Prescription Act 1832, the doctrine of lost modern grant or otherwise.

3.9 The Tenant is to comply, at its own cost, with any reasonable requirements of the Landlord to prevent any breach of the Tenant's obligations in **clause 3.8**

3.10 The Tenant is not to block up, whether on a permanent or a temporary basis, any of the doors, windows or other apertures within the Premises through which there is access to light and air.

4. **RENTS PAYABLE**

4.1 The Tenant is to pay the following Rents to the Landlord during the Term without making any legal or equitable set-off, counterclaim or deduction unless required to do so by law:

4.1.1 the Principal Rent, from and including the Rent Commencement Date, to be paid by equal quarterly payments in advance on the Quarter Days; and

4.1.2 any other sums reserved as rent under this Lease, to be paid on demand.

4.2 The first payment of the Rents is to be made on the date of this Lease calculated on a daily basis for the periods for which the Rents are payable but the first payment of the Principal Rent is to be made on the Rent Commencement Date.

4.3 If requested to do so in writing by the Landlord, the Tenant is to pay the Principal Rent by direct debit to an account nominated by the Landlord.

- 4.4 The Rents and any other sums payable under this Lease are exclusive of VAT. Where, under the terms of this Lease, a supply is made that is subject to VAT, the person receiving the supply is to pay the VAT to the person making the supply and a valid VAT invoice is to be issued by the person making the supply.
- 4.5 If the Tenant does not pay the Principal Rent on the due date for payment or any of the other Rents or sums due to the Landlord under this Lease, whether or not reserved as rent, within fourteen days of the due date for payment the Tenant is to pay interest on those sums, both after as well as before judgment, at 4% per annum above the Interest Rate for the period from and including the due date for payment to and including the date of actual payment.
- 4.6 If the Premises are unfit for occupation and use or inaccessible following Insured Damage, the Principal Rent will be suspended to the extent that the Premises have been damaged or destroyed until they have been made fit for occupation and use and accessible or, if earlier, to the date three years after the date of the Insured Damage. Any dispute about the application of this **clause 4.6** is to be determined at the request of either party by a single arbitrator under the Arbitration Act 1996 in accordance with **clause 16**.

5 INSURANCE

- 5.1 The Landlord is to insure the Building with substantial and reputable insurers or through underwriters at Lloyd's against the risks and for the cover stated in **clause 5.2** and may separately insure against public and employer's liability in respect of the Building.
- 5.2 Subject to Policy Exclusions, the Landlord's insurance will:
- 5.2.1 be against the risks of fire, lightning, explosion, earthquake, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, malicious damage and third party liability and any other risks reasonably required by the Landlord; and
 - 5.2.2 cover full rebuilding, site clearance, professional fees, VAT and three years' loss of rent taking into account cover for the effects of inflation, escalation of costs and fees, and rent reviews.
- 5.3 The Landlord:
- 5.3.1 may, but will not be obliged to, obtain a waiver of any exclusion in respect of terrorism; and
 - 5.3.2 will seek to ensure that any Policy Exclusions and excesses fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Building and in the same area as the Building.
- 5.4 On reasonable written request the Landlord is to give to the Tenant a written summary of the Landlord's insurance policies taken out in accordance with **clause 5.1** and evidence that they are in force.
- 5.5 Throughout the Term the Tenant is to pay to the Landlord on demand as additional rent the following:
- 5.5.1 any additional premium or loading on the policy of insurance for the Building or any insurance policy for adjoining premises owned by the Landlord payable as a result of anything done or omitted to be done by the Tenant or as a result of the use of the Premises by the Tenant;

- 5.5.2 the costs of rebuilding the Building, site clearance, professional fees and VAT where and to the extent that the insurance moneys are withheld by the insurers or are irrecoverable due in either case to the act or default of the Tenant.
- 5.6 The Landlord will use all reasonable endeavours to obtain any consents required to reinstate Insured Damage. Subject to those consents being obtained and remaining unrevoked, the Landlord will apply the insurance proceeds received under the buildings insurance in reinstating Insured Damage as soon as reasonably practicable after the date of the Insured Damage, the Landlord making good any shortfall in the proceeds of insurance from its own moneys where the shortfall arises from the act or default of the Landlord.
- 5.7 When reinstating Insured Damage, the Landlord may make changes in the design, layout and specification of the Building and may use materials of a different quality, specification or type to those used in the original Building so long as the area of the Premises is not materially altered and the means of access to them and the services provided to the Premises are not materially less convenient to the Tenant.
- 5.8 If it is not possible to reinstate Insured Damage due to reasons beyond the control of the Landlord the Landlord will not be obliged to comply with its obligations in **clause 5.6** and the insurance monies received by the Landlord will belong to the Landlord absolutely. Any dispute about this **clause 5.8** is to be referred at the request of either the Landlord or the Tenant to a single arbitrator under the Arbitration Act 1996 in accordance with **clause 14**.
- 5.9 The Tenant is:
- 5.9.1 not to do anything which causes the Landlord's insurance to become void or voidable or which may increase the premium payable in respect of that insurance;
 - 5.9.2 to comply with the requirements and reasonable recommendations of the insurers of the Building so far as they have been notified in writing to the Tenant and apply to the Premises or the rights granted by this Lease;
 - 5.9.3 subject to **clause 5.9.4**, not to put in place insurance cover for the Premises against the Insured Risks;
 - 5.9.4 to insure any alterations and additions to the Premises against the Insured Risks in their full reinstatement value unless the Landlord has expressly agreed to be responsible for their insurance;
 - 5.9.5 to provide to the Landlord on reasonable request a written summary of the Tenant's insurance policies taken out in accordance with **clause 5.9.4** and evidence that they are in force; and
 - 5.9.6 to notify the Landlord immediately in writing of any damage to or destruction of the Building by any of the Insured Risks of which the Tenant becomes aware.
- 5.10 Nothing in this **clause 5** is to require the Landlord to insure or to reinstate any alterations or additions to the Premises made by the Tenant or any undertenant or other occupier of the Premises unless and until ten working days after the Landlord has expressly agreed to insure them and the Landlord has received written notice of their reinstatement value from the Tenant. Except to the extent that they are insured by the Landlord, damage to or destruction of alterations or additions to the Premises will not be Insured Damage.

6 COSTS AND OUTGOINGS

- 6.1 The Tenant is not to pay any outgoings in relation to the Premises including utilities costs (including standing charges and taxes payable on utility costs) **OTHER THAN** business rates and costs in respect of telephone, broadband and other data services for the Premises
- 6.2 The Tenant is to be responsible for and to indemnify the Landlord against all costs and expenses and any VAT payable on them for which the owner or occupier of the Premises is responsible in respect of the Common Facilities.
- 6.3 The Tenant is to indemnify the Landlord against any period during which the Landlord cannot claim reduced or zero business rates after the end of the Term as a result of the Tenant having received those benefits before the end of the Term.
- 6.4 The Tenant is to pay to the Landlord as additional rent on demand the proper costs and expenses of the Landlord's solicitors, surveyors and other professional advisors and bailiff's fees and commissions including any irrecoverable VAT arising from:
- 6.4.1 the preparation and service of any notice and the taking of any proceedings by or on behalf of the Landlord under sections 146 or 147 Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, whether or not forfeiture is avoided by an order of the court;
 - 6.4.2 any application made by the Tenant for the Landlord's consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Landlord has unreasonably withheld that consent or approval) or the application is withdrawn;
 - 6.4.3 the preparation and service of any notice or Schedule of dilapidations during or within six months after the end of the Term;
 - 6.4.4 the recovery of any arrears of the Rents; and
 - 6.4.5 the preparation and service by the Landlord of any notice under section 6 Law of Distress Amendment Act 1908¹³⁰ or section 17 Landlord and Tenant (Covenants) Act 1995.
- 6.5 To the extent that they are not covered by any policy of insurance maintained by the Landlord under this Lease, the Tenant is to indemnify the Landlord in respect of any damage to or destruction of the Premises, any injury to or death of any person, damage to any property or the infringement, disturbance or destruction of any rights or easements or other matters arising from the state of repair and condition of the Premises or any Common Facilities resulting from the act, default or negligence of the Tenant.

7 REPAIRS, MAINTENANCE AND ALTERATIONS

- 7.1 The Tenant is to:
- 7.1.1 keep the Premises (including the windows to the Premises) and all tenant's and trade fixtures in good and substantial repair and condition and, when necessary, renew or replace them. The Tenant is also to keep the Premises regularly and properly cleaned internally with the internal and external surfaces of all windows being cleaned at least once a month;
 - 7.1.2 renew and replace any landlord's fixtures and conduits forming part of the Premises which become incapable of repair or cease to operate correctly with fixtures and conduits of equivalent modern specification and quality as those which they replace;
 - 7.1.3 redecorate the interior of the Premises within six months before the end of the Term.

- 7.1.4 in the event of any damage caused to the Building (or any part of parts thereof) as a result of the Tenant's occupation of the Premises (including by vandalism) the Tenant shall repair such damage at its own cost to the reasonable satisfaction of the Landlord
- 7.2 **Clause 7.1** will not apply in respect of Insured Damage.
- 7.3 Following the service of any notice, whether by the Landlord or any public authority, the Tenant is to carry out any repairs or other works to the Premises required by that notice within the period specified in the notice or, if no period is specified, within a reasonable period after the receipt of the notice. The Landlord may serve notice under this **clause 7.3** only to specify repairs or other works that are required to remedy any breach by the Tenant of its obligations under this Lease.
- 7.4 If the Tenant does not comply with **clause 7.3**, the Tenant is to permit the Landlord to enter and remain upon the Premises with or without workmen, plant and materials to carry out the repairs or other works required. The costs incurred by the Landlord in carrying out the repairs or other works are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.
- 7.5 The Tenant is to take any action that the Landlord may properly and reasonably require in respect of any defects in the Premises which might give rise to a duty or liability on the part of the Landlord under the Defective Premises Act 1972, any other statutory provision or at common law.
- 7.6 The Tenant is not to carry out any alterations or additions to the Premises unless expressly permitted to do so by this **clause 7**.
- 7.7 The Tenant may carry out internal non-structural alterations to the Premises with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 7.8 The Tenant is to carry out any repairs, decoration and alterations in a good and workmanlike manner to the reasonable satisfaction of the Landlord, with good and proper materials, in accordance with good building practice and in accordance with the requirements of all legislation affecting the works or the means by which they are carried out.
- 7.9 The final internal redecoration of the Premises is to be in a colour scheme or schemes approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 7.10 If the Tenant carries out any alterations or additions to the Premises in breach of its obligations in this Lease, the Landlord may, at the Tenant's cost, enter and remain upon the Premises with or without workmen, plant and materials and remove the alterations or additions made to the Premises and restore the Premises to the configuration in which they were before the alterations or conditions were carried out. The costs incurred by the Landlord in doing so are to be paid by the Tenant to the Landlord on demand as a debt and not as rent together with interest on those costs at 4% per annum above the Interest Rate calculated from and including the date on which the Landlord incurred them to and including the date on which they are paid.
- 7.11 Unless and to the extent that the Landlord notifies the Tenant in writing not to do so, the Tenant is to reinstate all alterations and additions to the Premises before the end of the Term, including any fitting-out works carried out by the Tenant before the Term, and return the Premises to the configuration in which the Tenant first received them.

8 USE OF THE PREMISES

- 8.1 The Tenant is to use the Premises only for the Authorised Use and shall comply with the regulations as to use imposed by the Landlord and set out in **Schedule 1**.
- 8.2 The Tenant is not to use the Premises:
- 8.2.1 for any illegal or immoral purpose or any lewd, obscene or pornographic nature or any activity which in the reasonable opinion of the Landlord is of such nature;
 - 8.2.2 for any auction, for the manufacture, sale or consumption of alcohol or for the retail sale of any goods;
 - 8.2.3 for the preparation or cooking of food other than for staff catering facilities ancillary to the Authorised Use;
 - 8.2.4 as a club, amusement arcade or for any betting transaction within the meaning of the Betting Gaming and Lotteries Act 1963;
 - 8.2.5 in a manner which creates a legal nuisance, damage or annoyance to the Landlord or any tenants or occupiers of any adjoining premises; or
 - 8.2.6 for residential purposes or for any religious use.
- 8.3 The Tenant is not to:
- 8.3.1 overload the floors, ceilings or walls of the Premises or obstruct or misuse any conduits within or serving the Premises or the Common Facilities or the Common Areas;
 - 8.3.2 allow any hazardous or contaminative materials to escape into the ground or any watercourse whether or not they form part of the Premises;
 - 8.3.3 place, affix or display any sign, advertisement, notice, placard, poster, flag, notification or display on the outside of the Premises or on the inside of the Premises so as to be visible from outside the Premises except as permitted under **clause 3.1**;
 - 8.3.4 use any machinery on the Premises which is audible outside the Premises or which causes significant vibration either within or outside the Premises; or
 - 8.3.5 affix any awning, mast, flagpole, aerial, satellite dish or any other fixture on the outside of the Premises.
- 8.4 The Landlord gives no warranty to the Tenant that the Authorised Use is or will remain a lawful or permitted use for the Premises under planning legislation.

9 ASSIGNMENT, UNDERLETTING AND CHARGING

- 9.1 The Tenant is not to assign, underlet, part with possession or share occupation of the whole or any part of the Premises, hold the whole or any part of the Premises on trust for any other person or enter into any agreement to do so.
- 9.2 The Tenant is not to create any charge, whether legal or equitable, over the Premises.

10 LEGISLATION AND PLANNING

- 10.1 The Tenant is to comply with all statutes, other legislation and any notice, order, proposal, requisition, direction or other communication from any public authority in respect of the Premises, their use and occupation or the carrying out of any works to the Premises and indemnify the Landlord against any breach of this obligation.

- 10.2 The Tenant is to comply with all requirements and reasonable recommendations of any public authority and the Landlord's insurers relating to fire prevention and fire precautions including the installation, maintenance and testing of fire sprinklers, fire alarm systems, fire extinguishers and all other equipment or systems for detecting and extinguishing fires.
- 10.3 If the Tenant receives any notice, order, proposal, requisition, direction or other communication from any public authority or third party affecting or likely to affect the Premises, their use and occupation or the carrying out of any works to the Premises, the Tenant is at its own cost immediately to provide a copy to the Landlord and at the request of the Landlord to make or join in with the Landlord in making any representations or objections in respect of these matters as the Landlord may reasonably require.
- 10.4 The Tenant is not to apply for planning permission under any legislation relating to town and country planning or implement any planning permission without the prior written consent of the Landlord. Consent will not be unreasonably withheld or delayed where the requirement for planning permission arises in respect of any act, matter or thing for which:
- 10.4.1 the Landlord's consent is required under this Lease and that consent cannot be unreasonably withheld or delayed; or
- 10.4.2 the Landlord's consent is not required under this Lease.
- 10.5 If the Tenant has begun to implement a planning permission in respect of the Premises, it is to carry out and complete before the end of the Term any works permitted or required under that planning permission.
- 10.6 The Tenant is not to enter into any planning agreement with the local authority or any other person in relation to the Premises, their use or their development.

11 ENVIRONMENTAL LAW

- 11.1 The Tenant is to comply with all requirements of Environmental Law and is not to use the Premises for the production, storage, use, handling or disposal of any Hazardous Material or Waste for which a permit, licence, consent, registration, authorisation or exemption is required under Environmental Law.
- 11.2 The Tenant is at its own cost:
- 11.2.1 to supply the Landlord with copies of all notices, directions, reports or correspondence concerning any contamination of the Premises or any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law; and
- 11.2.2 to take and complete promptly and diligently all actions or precautions required by such notice, direction, report or correspondence.
- 11.3 The Tenant is not to do or omit to do anything that would or may cause any Hazardous Materials or Waste to escape, leak or be spilled or deposited on the Premises, discharged from the Premises or migrate to or from the Premises.
- 11.4 The Tenant acknowledges that it was provided with a copy of the Landlord's EPC before the date of this Lease.

- 11.5 The Tenant is to notify the Landlord in writing before obtaining an EPC for the Premises. As soon as reasonably practicable after receiving notice under this **clause 11.6**, if the Landlord holds a valid EPC for the Premises, the Landlord is to provide a copy of the EPC to the Tenant on payment by the Tenant of a reasonable fee, which may include a reasonable and proper proportion of the Landlord's costs of obtaining that EPC and the Landlord's reasonable and proper copying charges. If the Landlord does not hold a valid EPC for the Premises, the Tenant may obtain an EPC for the Premises at the Tenant's cost.
- 11.6 Either party will provide the other with a copy of any EPC obtained under this **clause 11** within five working days of the later of the receipt of the EPC and the payment of any costs due under this **clause 11**.
- 11.7 If the Landlord wishes to obtain an EPC for the Premises in circumstances where the Landlord is not under a statutory obligation to do so, the Tenant will be under the same duty to co-operate with the Landlord to facilitate the production of the EPC as if the Landlord were under a statutory obligation to obtain the EPC.

12 **END OF THE TERM**

- 12.1 At the end of the Term, the Tenant is to return the Premises to the Landlord with vacant possession, cleaned and in the state of repair, condition and decoration required by this Lease, and return all keys to the Premises to the Landlord.
- 12.2 If the Tenant has not removed all of its property from the Premises within one week after the end of the Term:
- 12.2.1 the Landlord may sell that property as the agent of the Tenant and the Landlord is to pay or account to the Tenant on demand for the sale proceeds after deducting the costs of transportation, storage and sale reasonably incurred by the Landlord; and
- 12.2.2 the Tenant is to indemnify the Landlord against any liability of the Landlord to any third party whose property is sold in the mistaken belief held in good faith that the property belonged to the Tenant.
- 12.3 Subject to the provisions of any legislation which prevents or restricts such an agreement, the Tenant is not entitled to any compensation under statute or otherwise at the end of the Term.

13 **GUARANTORS**

- 13.1 The terms of this **clause 13** are to be incorporated into any guarantee to be given to the Landlord under this Lease.
- 13.2 The guarantor guarantees to the Landlord that the Tenant will pay the Rents and comply with the Tenant's covenants in this Lease until the Tenant is released from its obligations to do so under the Landlord and Tenant (Covenants) Act 1995. This guarantee:
- 13.2.1 is given by the guarantor as primary obligor; and
- 13.2.2 includes an independent obligation both to comply with the Tenant's covenants if they are breached and to indemnify the Landlord against that breach.
- 13.3 The guarantor agrees that the Landlord may make a claim under this guarantee and indemnity without first making a claim against the Tenant.

- 13.4 The guarantor is to pay all sums due to the Landlord under this guarantee and indemnity without any legal or equitable set-off, counterclaim or deduction except as required by law.
- 13.5 The obligations of the guarantor are not to be released by:
- 13.5.1 any delay or neglect by the Landlord in enforcing the Tenant's covenants or any time allowed by the Landlord for their performance;
 - 13.5.2 any refusal by the Landlord to accept the payment of the Rents under this Lease in order to avoid waiving a breach of the Tenant's covenants;
 - 13.5.3 any variation of the terms of this Lease;
 - 13.5.4 the surrender of any part of the Premises;
 - 13.5.5 the disclaimer of this Lease by the Crown or by a liquidator or trustee in bankruptcy of the Tenant;
 - 13.5.6 the forfeiture of the Lease;
 - 13.5.7 the Tenant being struck off the register of companies or otherwise ceasing to exist or, in the case of an individual, dying;
 - 13.5.8 any legal limitation, immunity, disability, incapacity or other circumstances relating to the Tenant, whether or not known to the Landlord; or
 - 13.5.9 anything else which would have released the guarantor whether by the variation of the Tenant's covenants or by the conduct of the parties.
- 13.6 If the Landlord serves written notice on the guarantor within six months after receiving notice of the disclaimer of this Lease, the guarantor is, at its own cost, to enter into a new lease of the Premises on the same terms at this Lease for the residue of the Contractual Term calculated from the date of disclaimer. The guarantor is to pay the proper costs of the Landlord on the grant of the new lease.

14 DETERMINATION OF DISPUTES

- 14.1 Any person appointed under this Lease as an expert or an arbitrator is to be appointed by agreement between the Landlord and the Tenant. In the absence of agreement within two weeks of a request in writing from either party to the other to agree an appointment, either party may refer the appointment to the president or other most senior available officer of the Royal Institution of Chartered Surveyors. Where any person acts as an arbitrator:
- 14.1.1 the date of his award will be deemed to be the date on which he serves a copy of the award on the Landlord and the Tenant or, if the award is served on the Landlord and the Tenant on different dates, on the later of the two dates on which the award is served;
 - 14.1.2 he will not be entitled to order the rectification, setting aside or cancellation of this Lease or any other deed or document.

15 LAND REGISTRY APPLICATIONS

- 15.1 As soon as reasonably practicable after the date of this Lease, the Tenant named in the Particulars is to apply to the Land Registry to note the burden of the rights granted by **clause 3.1** and to note the benefit of the rights reserved by **clause 3.2** on the title number(s) referred to in **clauses LR2.1 and LR2.2** of the Land Registry Particulars.
- 15.2 At the end of the Term, the Tenant is to return the original Lease to the Landlord and use all reasonable endeavours to assist the Landlord in removing any notice of the Lease and the rights granted and reserved by it from the title number(s) referred to in **clauses LR2.1 and LR2.2** of the Land Registry Particulars

15.3 The Landlord has deduced title to the Premises to the Tenant on or before the date of this Lease and is under no further obligation to the Tenant to deduce title or to answer any requisitions or enquiries in respect of its title to the Premises.

15.4 The Landlord will not be liable to the Tenant for any failure by the Tenant to register or note any of the rights granted or reserved by this Lease at the Land Registry either by notice or by way of caution against first registration, whichever is appropriate.

16 **ENFORCEMENT**

16.1 This Lease is to be governed by and interpreted in accordance with English law.

16.2 Any notice under this Lease is to be served in writing in accordance with section 196 Law of Property Act 1925.

16.3 The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Lease. This clause operates for the benefit of the Landlord who retains the right to sue the Tenant and any Guarantor and enforce any judgment against the Tenant or any Guarantor in the courts of any competent jurisdiction.

17 **EXECUTION**

The parties have executed this Lease as a deed and it is delivered on the date set out in **clause LRI** of the Land Registry Particulars.

SCHEDULE 1

LANDLORD'S REGULATIONS

