

- (15) Not to use the demised premises or any part thereof nor permit or suffer the same to be used or occupied otherwise than as offices and showroom
- (16) Not to obstruct or suffer to be obstructed any of the windows or lights belonging to the demised premises or any adjoining or neighbouring property nor knowingly to permit any new window light passage drainage or other encroachment or easement to be made into against upon or over the demised premises or any part thereof and in case any encroachment or easement whatsoever shall be attempted to be made or acquired by any person or persons whomsoever to give notice thereof in writing to the Landlord immediately the same shall come to the notice of the Tenant and at the joint cost of the Landlord and Tenant to do all such things as may be proper or reasonably be required by the Landlord for preventing any new encroachment or easement being made or acquired
- (17) Not to discharge pass or deposit or suffer to be discharged passed or deposited into the sewers drains or watercourses serving the demised premises any noxious or deleterious effluent or other substances which shall cause an obstruction or

deposit in or injury to the said sewers drains or watercourses and in the event of any such obstruction deposit or injury to make good such damaged caused to the reasonable satisfaction of the Landlord

- (18) Not to form or allow to be formed any refuse dump or rubbish or scrap heap on the demised premises except in proper receptacles provided for such purposes and generally keep the same clean and tidy
- (19) Not to store or use any dangerous explosive or inflammable oils or substances on or in the demised premises other than which may be used or stored in connection with any trade or business lawfully carried on the demised premises
- (20) (i) Not at any time during the term to do or omit or permit or suffer to be done or omitted anything on or in connection with the demised premises the doing or omission of which shall be contravention of the Planning Acts or of any licences consents permissions approvals and conditions (if any) granted or imposed thereunder and to indemnify the Landlord against all actions proceedings

damaged penalties costs charges claims and demands in respect of such acts and omissions or any of them

- (ii) Not to implement or otherwise put into effect any licence consent permission or approval relating to the demised premises or any part thereof or otherwise affecting the same obtained by the Tenants under or in pursuance of the Planning Acts without first obtaining the licence in writing of the Landlord which licence shall not be unreasonably withheld or delayed (if such licence is required under the terms of this Lease)
- (iii) If and when any Landlords' licence is obtained pursuant to the provisions of this Lease to carry out the works and other things authorised by the said licence and any planning permission required for the carrying out thereof in a good and workmanlike manner and at the cost in all respects of the Tenant and to observe and perform all conditions attached to such licence and any such planning permission respectively and to keep the Landlord effectually indemnified against all actions proceedings damaged penalties costs charges claims and

demand whatsoever in respect of the costs of the said application and works and things done in pursuance of any such planning permission and in respect of all branches (if any) of the said conditions and every part thereof respectively

- (iv) To give notice forthwith to the Landlord of any notice order or proposal for a notice or order served on the Tenant under the Planning Acts and if so required by the Landlord to produce the same and at the request and at the expense in all respects of the Landlord to make or join in making such objections or representations in respect of any proposal as the Landlord may require
- (v) To comply at the Tenant's own costs with any notice or order served under the provisions of the Planning Acts on the Landlord and Tenant relating to the be demised premises
- (vi) If the Tenant shall receive any compensation with respect to the Tenant's interest hereunder because of revocation or modification of a planning permission or of any restriction placed upon the user of the demised premises

under or by virtue of the Planning Acts then if and when the Tenant's interest hereunder shall be determined whether by surrender or under the power of re-entry herein contained or otherwise the Tenant shall forthwith make such provision as is just and equitable for the Landlord to receive a due proportion of such compensation

- (vii) Unless the Landlord shall otherwise direct to carry out before the expiration or sooner determination of the term any works stipulated or required to be carried out to the demised premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have granted to the Tenant during the term and which the Tenant implements
- (21) Not to make any application for planning permission in respect of the demised premises or to carry out any development or other works whatsoever at the demised premises if the making of such application for planning permission or the grant of a planning permission pursuant thereto or the carrying out of such development or other works would or might give rise to any tax

charge or other levy payable by the Landlord unless the Tenant shall agree to indemnify the Landlord in respect thereof

- (22) 1. Not to assign charge or underlet part only of the demised premises
2. (1) Not to underlet the whole of the demised premises or to assign the same unless the conditions set out below are complied with
- (2) The conditions referred to above are :-
- (a) The Tenant who is to assign the Lease enters into an Authorised Guarantee Agreement with the Landlords in a form permitted by the Landlord & Tenant (Covenants) Act 1995
- (b) Any arrears of rent (and other monetary payments) due under the terms of this Lease have been paid prior to the completion of the intended assignment
- (c) The intended Assignee deposits with the Landlord a sum equal to one half of the then annual passing rent payable under this Lease to be held on such terms as the Landlord shall reasonably require

(d) The Assignee covenants directly with the Landlord to observe and to perform the covenants and conditions on the part of the Tenant contained in this Lease throughout the residue of the term or until released therefrom in accordance with the Landlord & Tenant (Covenants) Act 1995 in such form as the Landlord shall require

PROVIDED THAT the conditions set out above are complied with the Tenant may assign the whole of the premises with the Landlords' prior written consent not to be unreasonably withheld

- (23) Within twenty one days next after the making thereof without any demand by the Landlord to produce to the Landlord or the solicitors for the time being of the Landlord for registration a certified copy of all assignments underlettings and other dispositions which shall at any time during the term be made of the demised premises or any part thereof and to pay to the Landlord's Solicitors for the registration of every such document the sum of Twenty Five pounds plus VAT
- (24) To permit the Landlord and its agents

- (a) at any time during the term to enter the demised premises to fix and retain without interference upon any suitable part or parts thereof a notice board stating that the reversion of this Lease is for sale provided that any such notice should be placed so as not to obscure the Tenant's trade signs and not to obstruct the means of access to or egress from the demised premises
 - (b) at any time within six calendar months next before the expiration or sooner determination of the term to enter the demised premises and to fix and retain without interference upon any suitable part or parts thereof a notice board for reletting the demised premises but subject to the like provisos as are contained in (a) above and to permit all persons authorised in writing by the Landlord or its agents upon giving reasonable prior written notice to view the demised premises and to take measurements thereof at reasonable hours in the daytime without interruption
- (25) To give immediate notice to the Landlord of any notice or order or proposal for a notice or order or claim of whatsoever nature

affecting the demised premises or any part thereof served upon and received by the Tenant under or in pursuance of any statute or statutory powers affecting the interest of the Landlord and if so required by the Landlord to produce the same and at the request and the cost in all respects of the Landlord to make or join in making such objections or representations in respect of any such notice order or proposal as the landlord may require provided that the same are not detrimental to the interests of the Tenant

- (26) To keep the Landlord fully and effectually indemnified from and against all expenses costs claims demands damages and any other legal liability whatsoever in respect of the injury or death of any person or death of any person or damage to any property howsoever arising directly or indirectly out of the state of repair and conditions of the demised premises any alteration thereto or the user thereof or works carried out or in the course of being carried out to the demised premises or any interference alleged interference with or obstruction of any right or alleged right of light air drainage or other right of alleged right benefiting any adjoining or neighbour property

- (27) (a) Not to do or permit or suffer to be done any act or thing which shall make void or voidable any policy for the insurance of the demised premises or which may cause an increased premium to be payable for such insurance and (without prejudice to the Landlord's rights of action in respect of a breach of this sub-clause) to repay to the Landlord all sums paid by way of increased premiums and all expenses incurred by it in consequence of a breach of the provisions of this sub-clause and all such payments shall be added to the rents hereby reserved and shall be recoverable as rent in arrear **PROVIDED NEVERTHELESS** that any increase in the normal premium arising by reason of any permitted user of the demised premises shall not be deemed to be a breach of this covenant
- (b) In the event of the demised premises or any part thereof being destroyed or damaged by any of the insured risks or otherwise to give notice thereof to the Landlord
- (c) In the event of the demised premises or any part thereof being destroyed or damaged by any of the insured risks

and to the insurance moneys under an insurance against the same effected thereon being wholly or partly irrecoverable by reason of any act and default on the part of the Tenant or its servants agents licensees or invitees then and in every such case the Tenant will forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of rebuilding or reinstating the demised premises

- (d) To maintain in force throughout the term an insurance policy in respect of the plate glass windows of the demised premises against the usual risks of destruction and damage by impact accident or otherwise (including third party risks) in the full value thereof with a reputable insurance office or at Lloyd's and the Tenant will punctually pay all premiums for effecting and maintaining such insurance and will produce such policy and the last premium receipt for inspection by the Landlord whenever the Landlord shall reasonably require and the Tenant will apply all money received

under such policy in reinstatement of such plate glass and lights and make good any deficiency out of the Tenant's own moneys and if the Tenant shall make default in effecting or maintaining such insurance then the Landlord shall be entitled to effect and maintain such policy and the Tenant shall forthwith on demand reimburse the Landlords all sums paid by the Landlord for such purposes

- (28) In connection with the Defective Premises Act 1972
- (a) to notify the Landlord in writing of any defect in the demised premises as soon as the same comes to the knowledge of the Tenant
 - (b) to erect and maintain within the demised premises prominent notices or warnings of relevant defects within the meaning of Section 4 of the said Act in such form as the Landlord may from time to time reasonably require
 - (c) to indemnify the Landlord against any claims proceedings demands costs and expense incurred under Section 4 of the said Act by reason of the Tenant's failure to erect and display such notice