



**DATED**

*9<sup>th</sup> August*

**2007**

**COUNTERPART SUBLEASE**

**-of-**

**5 Nightingale Road  
Carshalton  
Surrey**

THIS SUBLEASE is made the

*Ninth*

day of *August*

Two Thousand and Seven

**B E T W E E N :-**

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
(Trustees of the Sutton Liberal Democrat Party) hereinafter called "the  
Landlords" of the one part and **THOMAS ANTHONY BRAKE** of [REDACTED]  
[REDACTED] ("the Tenant") of the second part

**WITNESSETH** as follows:

1. a) **IN** this Sublease unless there be something in the subject or context inconsistent therewith the following expressions shall have the meanings hereby assigned to them namely:
  - (i) "the Landlord" shall include their successors in title
  - (ii) "the Tenant" shall include his successors in title
  - (iii) "the Demised Premises" shall mean that part of the ground floor offices of No. 5 Nightingale Road Carshalton in the London Borough of Sutton together with the forecourt and the

right to park three cars or light vans behind the said premises and any alterations or additions to the said premises together with all fixtures and fittings in the nature of landlord's fixtures and fittings which are now or at any time hereafter may be affixed to or upon the said premises edged green on the plan annexed hereto

- (iv) "the term" shall mean the term hereby granted and shall include where appropriate any extension thereof whether by agreement of the parties or by or pursuant to any statute for the time being in force
- (v) "the insured risks" shall mean fire lightning explosion earthquake riot civil commotion aircraft aerial devices storm flood bursting and overflowing of water pipes impact by vehicles and damage by malicious persons and vandals terrorism and such other insurable risks (including if the Landlords reasonably so require property owners and third party liability insurance) as the Landlord may reasonably determine subject to such exclusions and limitations as may be imposed by the Insurers

(vi) "the Planning Acts" shall mean the Town and Country Planning Act 1990 and the Planning and Compensation Act 1991 or any statutory modifications or re-enactment thereof for the time being in force and other regulations or orders made hereunder and all other legislation for the time being relating to Town and Country Planning

(b) This Lease shall unless the context otherwise requires be construed on the basis that :

- (i) where two or more persons are included in the expressions "the Landlord" and "the Tenant" the covenants expressed to be made by the Landlord and the Tenant respectively shall be deemed to be made by such persons jointly and severally
- (ii) covenants and obligations made or assumed by any party shall be binding on and enforceable against his personal representatives
- (iii) words importing the singular shall include the plural and vice versa and words importing the masculine shall include the feminine and vice versa
- (iv) reference to any legislation whether generally or specifically shall be construed as a reference to that legislation as amended

extended re-enacted or applied by or under any other legislation and shall include all instruments orders plans regulations provisions and directions made or issued thereunder or driving validity therefrom

2. **IN** consideration of the rents hereby reserved and of the covenants by the Tenant hereinafter contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THOSE** the demised Premises **TO HOLD** the same **UNTO** the Tenant from the twenty ninth day of September Two Thousand and Six for the term of **FOUR YEARS LESS THREE DAYS YIELDING AND PAYING** therefore yearly during the term the ground rent of Eight Thousand Three Hundred and Twenty Pounds by equal quarterly payments in advance by direct debit n the usual quarter days in each year without any deduction whatsoever the first of such payments to be made on the signing hereof for the period from the date hereof to the next following quarter day **AND ALSO YEILDING AND PAYING** by way of additional rent from time to time such sum or sums as shall be equal to the amounts which the Landlord may expend (before deduction of any commission or allowance) in effecting or maintaining an insurance of the demised Premises pursuant to the covenant on their part hereinafter contained

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(including any increased premium payable by reason of any act or omission by the Tenant or its servants agents licensees or invitees)

3. **THE** Tenant **HEREBY COVENANTS** with the Landlord as follows:-

- (1) To pay the said rents at the times and in the manner at and in which the same are hereinbefore reserved and made payable without any deduction
- (2) To pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or may at any time hereafter be taxed assessed charged or imposed upon or payable in respect of the demised premises or any part thereof or on the owners or occupiers in respect thereof
- (3) To pay and discharge and indemnify the Landlord against all charges for electricity water and gas supplied to or consumed therewith and to observe and perform all regulations and requirements of the electricity water supply and gas authorities in respect of the demised premises and to pay all telephone charges respect of the demised premises

- (4) From time to time to pay all costs charges and expenses properly incurred by the Landlord in abating any nuisance caused by the Tenant and executing all such works as may be necessary for abating a nuisance so caused whether or not in obedience to a notice served by a local or other competent authority
- (5) To pay to the Landlord all reasonable costs charges and expenses (including legal costs and fees payable to a Surveyor) which may be incurred by the Landlord
  - (a) in or in reasonable contemplation of any proceedings under Section 146 and/or 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise that by relief granted by the Court and
  - (b) incidental to the preparation and service of a Schedule of Dilapidations during the term or following the determination thereof
  - (c) incidental to the recovery of rent or other moneys due and payable hereunder or other reasonable and proper costs incurred by the Landlord in dealing with any breach

on the part of the Tenant of any of the provisions of this  
Lease

- (6) to repair and throughout the term to keep the exterior and interior and structure of the demised premises including the front forecourt area and all service installations drains soil and other pipes sewers sanitary and water apparatus serving only the demised premises the shop front plate glass and appurtenances of whatsoever nature belonging to the demised premises in good and substantial repair and paved maintained paved cleansed and amended in every respect and as often as shall be necessary to rebuild reinstate reconstruct or replace the same or any part or parts thereof
- (7) (a) In the third year of the term and also in the last three months of the term (howsoever terminating but provided always that nothing herein contained shall require the Tenant to repaint more than once in any period of twelve months) to prepare and paint in a proper and workmanlike manner all the outside wood iron and stucco or cement work of the demised premises and all other exterior parts as have previously been painted or



ought properly to be so painted with two coats at least of good quality and suitable paint of a tint or colour which shall be approved by the Landlord (such approval not to be unreasonably withheld) and as often as may be necessary to clean and treat in a suitable manner for its maintenance in good condition all outside hardwood metal and stone and other materials not required to be painted and to wash down all tiles glazed panels and bricks and polished stone and similar washable surfaces (inside and out) and at regular intervals as often as may be necessary to clean down and treat as necessary the outside aluminium bronze and other unpainted metalwork of the demised premise and to repoint all brickwork

- (b) In the fourth year of the term and also in the last three months of the term (however terminating but provided that nothing herein contained shall require the Tenant to repaint more than once in any twelve month period) to prepare and paint in a proper and workmanlike manner all the inside wood and iron and other work usually

painted of the demised premises with two coats at least of good quality and suitable paint and to wash down all tiles glazed panels and bricks and polished tone an similar washable surfaces and to prepare and treat suitably having regard to its nature (whether by varnishing french polishing or otherwise) all internal woodwork of the demised premises which ought not to be painted AND ALSO with every such internal painting to whitewash colourwash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the demised premises as have been or ought properly to be so treated and so that in the last three months of the term the tints colours and patterns of all such works of internal decorations shall be such as shall be approved by the Landlord such approval not to be unreasonably withheld

- (8) To pay and contribute a fair proportion (to be conclusively determined by the surveyor for the time being of the Landlord) of the expenses of making rebuilding repairing maintaining amending cleansing and securing all party and other walls yards

gutters roofs foundations structures channels pipes wires sewers drains and easements ( including any right of way) belonging to or used by the demised premises in common with adjacent or adjoining premises or any other premises in the building of which the demised form part

- (9) At all times during the term to observe and at the Tenant's own cost to comply in all respects with the provisions and requirements of any and every enactment (which expression in this covenant includes any and every Act of Parliament already or hereafter to be passed and any and every order regulation and by-law already or hereafter to be made under or in pursuance of any such Act) so far as they relate to or affect the demised premises or any part thereof or the user thereof for the purposes of any trade or business or the employment or residence therein of any person or persons or any fixtures machinery plant or chattels for the time being affixed thereto or being thereupon or use for the purposes thereof and to execute all works and provide and maintain all arrangements which by or under any enactment or by any government department local authority or other public authority or duly authorised officer of Court o

competent jurisdiction acting under or in pursuance of any enactment are or may be directed or required to be executed provided and maintained at any time during the term upon or in respect of the demised premises or any part thereof or in respect of any such user thereof or employment therein or any person or persons or fixtures machinery plant or chattels as aforesaid whether by the landlord or tenant or owner or occupier thereof and to indemnify the Landlord or tenant or owner or occupier thereof and to indemnify the Landlord at all times against all costs charges and expenses of or incidental to the execution or any works or the provision or maintenance of any arrangements so directed or required as aforesaid and not at any time during the term to do or omit or suffer to be done or omitted on or about the demised premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

- (b) To comply with all requirements from time to time of the appropriate authority in relation to fire precautions affecting the demised premises

- (10) At the expiration or sooner determination of the term quietly to yield up unto the Landlord the demised premises and in such state and condition as shall in all respects be consistent a full and due performance by the Tenant of the covenants on the Tenant's part herein contained except the Tenant's trade or other fixtures and fittings (the Tenant making good all damage done to the demised premises by such removal)
- (11) To permit the Landlord and her agents or workmen at all reasonable times during normal working hours and upon giving not less than 48 hours' prior written notice (except in cases of emergency) to enter into and upon the demised premises and examine the state of repair and condition of the same and within two calendar months or sooner if reasonably requested after notice in writing to the Tenant shall have been given or left at the demised premises to repair or make good of all defects and wants of reparation found on such examination and for which the Tenant is liable hereunder as soon as reasonably practicable to repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained and in case the Tenant shall make default in so doing it shall be lawful for

workmen or others to be employed by the Landlord to enter upon the demised premises and repair and restore the same and all reasonable costs and expenses of and incidental to such works (including solicitors' costs and surveyors' and other professional fees) incurred thereby shall on demand be paid by the Tenant to the Landlord and if not so paid shall be recoverable by the Landlords as rent in arrear PROVIDED THAT neither the Landlord nor anyone else so entering shall be liable for any temporary disturbance inconvenience loss of business or other damage to the Tenant resulting from such entry or the carrying out of such works

- (12) Not without the Landlords' written consent (such consent not to be unreasonably withheld or delayed) to erect any new buildings structures or pipes on or make or permit or suffer to be made any structural additions or structural alterations to the demised premises or to cut maim remove damage or permit or suffer to be cut maimed removed or damaged any of the roofs walls girders or suffer to be cut maimed removed or damaged any of the roofs wall girders timbers floors ceilings wires pipes drains fences or appurtenances of the demised premises or to

make or permit or suffer to be made any communication into or with any adjacent building or property

- (13) Not to exhibit or permit or suffer to be exhibited on the outer walls or doors of the demised premises or upon or any part of the interior of the demised premises so as to be visible from the exterior any sign notice signboard poster or advertisement except such as shall have been previously approved in writing by the Landlords (such approval not to be unreasonably withheld in addition to any permission required by statute regulation or bye-law and thereafter maintained to the satisfaction of the Landlords
- (14) Not to allow any auction to be held in or on the demised premises nor to permit or suffer the demised premises or any part thereof to be used for any illegal or immoral purpose or for any offensive disreputable or noisy trade business pursuit or occupation nor to do or permit or suffer anything in or upon the demised premises or any art thereof which may be or become a nuisance damage or danger to the Landlord or the owners or lessees or occupiers of the adjoining or neighbouring property