

(d) to permit the Landlord and her agents with or without workmen and others at any time on reasonable notice to enter upon the demised premises for any or all of the following purposes namely erecting and exhibiting notice thereon and giving warning of relevant defects within the meaning of Section 4 of the said Act in the demised premises and installing lighting or any other reasonable means of warning or protection against such defects

(29) As an addition to the rents hereby reserved to pay to the Landlord interest (as well before as after any judgment) at the rate of Four per cent per annum above Barclays Bank Plc base rate for the time being on any rents (or other sums due hereunder) in arrear and unpaid fourteen days after the same shall have become due (from the date such as rents or other sums become due to the date of payment thereof) and on all moneys expended by the Landlord (from the date of lawful demand therefore until repayment) arising by reason of default by the Tenant in compliance with the terms hereof **PROVIDED THAT** this covenant shall be without prejudice to

the Landlord's right of re-entry under the provisions of Clause 5 hereof

(30) To pay to the Landlords by way of additional rent Value Added Tax chargeable in respect of any payment which the Tenant is requested to pay to the Landlord under the terms of or in connection with this Lease

(31) To pay the reasonable legal charges and architects' and surveyors' fees of the Landlord including stamp duty on licences and counterparts resulting from all applications by the Tenant for any consent of the Landlord and including reasonable legal charges and architects' and surveyors' fees actually incurred in cases save where consent is refused or the application is withheld

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

(a) that the Tenant duly paying the rents hereby reserved and made payable and observing and performing the covenants and conditions herein contained and on the Tenant's part to be observed and performed shall and may peaceably and quietly possess and enjoy the demised premises during the term

without any disturbance by the Landlord or any persons rightfully claiming through under or in trust for the Landlord

- (b) that the Landlord will effect and maintain an insurance of the demised premises to the full cost of reinstatement thereof from time to time against the insured risks together with architects' and surveyors' fees and other expenses incidental thereto and three years' loss of rent in respect of the demised premises and expend all moneys received by virtue of any such insurance (other than in respect of loss of rent) in or towards reinstating the demised premises after the destruction thereof or damage thereto the Landlord making good any deficiency out of her own moneys provided that the Landlord's obligations under this covenant shall cease if the insurance shall be rendered void by reason of any act or default of the Tenant

5. **PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED** as follows:-

- (1) That this Lease is made upon the express condition that if and whenever the said rents sums or other payments or any parts thereof shall be unpaid for twenty one days after any of the days hereinbefore appointed for payment thereof (whether the same

shall have been lawfully demanded or not) or if the Tenant shall compound or make any arrangements with the Tenant's creditors or shall suffer any of the effects of the Tenant to be taken in execution or if the Tenant (being a corporation) shall enter into liquidation whether compulsory or voluntary (except for the purposes of a reconstruction or amalgamation) or if a Receiver shall be appointed in respect of any part of the Tenant's undertaking or if the Tenant (not being a corporation) shall become bankrupt or make any assignment for the benefit of its creditors or make any arrangement with its creditors for the liquidation of its debts by composition or otherwise or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any of the said cases and thenceforth it shall be lawful for the Landlord or any person or persons duly authorised by the Landlord in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter the same to repossess and enjoy as if this Lease had not been made without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant herein contained

- (2) That if and whenever the demised premises or any part or parts thereof shall be so damaged or destroyed by any of the insured risks as to be rendered unfit for occupation and use then unless payment of the insurance moneys shall have been refused in whole or in part in consequence of some act or omission of the Tenant then and in every such case the rents hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended and cease to be payable until the demised premises shall have again been rendered fit for occupation and use and if the parties shall be unable to agree upon any question concerning the suspension of rent hereunder the same shall be referred for decision to a surveyor appointed by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1950 to 1979 and the decision of such Surveyor shall be final and binding on the parties hereto
- (3) In addition to any other prescribed mode of service any notices requiring to be served hereunder shall be validly served in accordance with Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962

- (4) If the tenancy hereby granted is within Part II of the Landlord and Tenant Act 1954 then subject to the provisions of subsection (2) of Section 38 of that Act neither the Tenant or any assignee or underlessee of the term or of the demised premises shall be entitled on quitting the demised premises to any compensation under Section 37 of the said Act or under any corresponding provisions in any Act amending or replacing the same
- (5) In the event of the demised premises being substantially damaged or destroyed by any of the insured risks and the Landlord having been unable owing to circumstances beyond her control to rebuild or reinstate the demised premises by the expiration of two years from such damage or destruction either party may at any time thereafter by not less than three months' notice in writing to the other determine this lease and upon the expiration of such notice the term hereby granted shall cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of the covenants herein contained (other than any covenant for the repair and decoration of the demised premises)

and any moneys received by the Landlord by virtue of the insurance maintained by them pursuant to the covenant on their part hereinbefore contained (other than moneys received in respect of loss of rent) shall be divided between the parties in such proportions as shall be fair and equitable in all the circumstances and in the event of dispute between the parties as to such proportions the same shall be determined in like manner as if it were a disagreement arising under the provision of sub-clause (2) of this Clause

- (6) No acceptance of or demand or receipt for rent by the Landlord after knowledge or notice received by the Landlord or her agents of any breach of the Tenant's covenants and conditions herein contained shall be or operate as a waiver wholly or partially of any such breach but any such breach shall for all purposes be a continuing breach of covenant so long as such breach shall be subsisting and that no person taking any estate or interest under this Lease shall be entitled to set up any such acceptance of or demand or receipt for rent by the Landlord or her agents as a defence in any action or proceedings by the Landlord

- (7) The Landlord shall have the power and right at all times without obtaining any consent from or making any compensation to the Tenant to deal as the Landlord may think fit with any building or any land or property which is now or shall at any future time be held by the Landlord adjoining opposite above or near to the demised premises and to erect or suffer to be erected on such property any building whatsoever whether such building shall or shall not affect or diminish the light or air which may now or at any time or times during the term be enjoyed by the Tenant or the occupiers for the time being of the demised premises or any part of it or provided otherwise constitute an inconvenience
- (8) Nothing herein contained or implied shall betaken to be a covenant warranty or representation by the Landlord that the demised premises can lawfully be used for any particular purpose
- (9) This Lease has not been entered into in pursuance of any prior agreement

