

We hereby certify  
this to be a true copy  
of the original

VT LAW LLP  
6 High Street  
Sutton  
Surrey

LR1. Date of lease

24 September 2009

LR2. Title number(s)

LR2.1 Landlord's title number

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord: Michael Baldwin of  
Pauline Penneck of  
Joan Crowhurst of  
Gerry Jerome of

Tenant: Paul Burstow of

LR4. Property

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.  
The Premises as specified in clause 1.31.1

LR5. Prescribed statements etc

None

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.5 ('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

See Schedule 1

**LR11.2** Easements granted or reserved by this lease over the Property for the benefit of other property

See Schedule 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

## LEASE

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative area : London Borough of Sutton

Title number :

Property : Part Ground Floor, 234 Gander Green Lane, Sutton, Surrey SM3 9QF

THIS UNDERLEASE is made the 24<sup>th</sup> day of September 2009 BETWEEN:

- (1) MICHAEL BALDWIN of [REDACTED]  
PAULINE PENNECK of [REDACTED]  
JOAN CROWHURST of [REDACTED]  
GERRY JEROME of [REDACTED] ("the Landlord")
- (2) PAUL BURSTOW of [REDACTED] ("the Tenant")

NOW THIS DEED WITNESSES as follows:

### 1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

#### 1.1 'The Adjoining Conduits'

'The Adjoining Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media—including any fixings, louvres, cowls, covers and other ancillary apparatus—that are in, on, over or under any adjoining property of the Landlord or Head Landlord that serve the Premises.

#### 1.2 'Adjoining property of the Landlord'

References to 'adjoining property of the Landlord' are references to each and every part of any neighbouring or adjoining land, in which the Landlord, Head Landlord, or a company that is a member of the same group as the Landlord or the Head Landlord within the meaning of the 1954 Act Section 42, has or during the Term acquires an interest or estate.

#### 1.3 'The Building'

234 Gander Green Lane Sutton Surrey SM3 9QF

#### 1.4 'The Conduits'

'The Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media—including any fixings, louvers, cowls, covers and any other ancillary apparatus—that are in, on, over or under the Premises.

#### 1.5 'The Contractual Term'

'The Contractual Term' means 12 years commencing on and including 24th September 2009 less one day

**1.6 'The Decorating Years'**

'The Decorating Years' means the fourth and eighth year of the Contractual Term.

**1.7 'Development'**

References to 'development' are references to development as defined by the Town and Country Planning Act 1990 Section 55.

**1.8 Gender and number**

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

**1.9 Headings**

The clause, paragraph and schedule headings and the table of contents do not form part of this document and must not be taken into account in its construction or interpretation.

**1.10 'The Head Lease'**

'The Head Lease' means the Lease under which the Landlord holds the Head Lease premises dated 24th September 2009 and made between [REDACTED] ("the Head Landlord") and (2) the Landlord for a term of years beginning on 24th September 2009 and ending on 23rd September 2021 and shall include any deed, licence, consent, approval or other instrument supplemental to it.

**'The Head Lease Premises'**

**1.11** 'The Head Lease Premises' means the ground floor of the Building demised by the Head Lease and the 'Retained Premises' means that part of the Head Lease Premises not hereby demised shown edged green and hatched black on the plan.

**1.12 'The Initial Rent'**

'The Initial Rent' means the sum of £8996.00 per annum.

**1.13 'The Insurance Rent'**

'The Insurance Rent' means [REDACTED] of the sum the Landlord is from time to time liable to pay to the Head Landlord for the cost of insurance under the Head Lease.

**1.14 'The Insured Risks'**

'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft—other than war risks—flood damage and bursting and overflowing of water pipes and tanks, and such other risks, whether or not in the nature of the foregoing, against which a reasonably prudent landlord would normally insure

**1.15 'Interest'**

References to 'interest' are references to interest payable during the period from the date on which the payment is due to the date of payment, both before and after any judgment, at the Interest Rate then prevailing.

**1.16 'The Interest Rate'**

'The Interest Rate' means the rate of 4% a year above the base lending rate of National Westminster Bank plc or such other major clearing bank as the Landlord from time to time nominates.

**1.17 Interpretation of 'consent' and 'approved'**

**1.17.1 *Prior written consent or approval***

References to 'consent of the Landlord and the Head Landlord' or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and the Head Landlord and references to the need for anything to be 'approved by the Landlord and the Head Landlord' or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord and the Head Landlord. References to any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of the Head Landlord where such consent or approval is required under the terms of the Head Lease.

**1.17.2 *Consent or approval of mortgagee or head landlord***

Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Premises and any head landlord, where that consent is required under a mortgage or headlease in existence at the date of this lease. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

**1.18 Interpretation of 'the Landlord'**

The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end and includes wherever the context so admits all persons in whom for the time being the Head Lease is vested as trustees of the Sutton Borough Liberal Democrats and a reference to the Head Landlord includes his successors in title meaning any person or persons for the time being entitled to the reversion immediately expectant on the determination of the Head Lease and all superior landlords.

**1.19 Interpretation of 'the last year of the Term' and 'the end of the Term'**

References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines, and references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.

**1.20 Interpretation of 'the Tenant'**

'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease.

**1.21 Interpretation of 'this Lease'**

Unless expressly stated to the contrary, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

**1.22 Joint and several liability**

Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

**1.23 'Losses'**

References to 'losses' are references to all reasonably foreseeable liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements or expenses arising from any claim, demand, action or proceedings.

**1.24 'The 1954 Act'**

'The 1954 Act' means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of clause 1.37 REFERENCES TO STATUTES.

**1.25 'The 1995 Act'**

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 1.37 REFERENCES TO STATUTES.

**1.26 Obligation not to permit or suffer**

Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

**1.27 'Other buildings'**

References to 'other buildings' are references to all the buildings other than the Premises now or at any time during the Term erected on any adjoining property of the Head Landlord

**1.28 'The Permitted Use'**

'The Permitted Use' means any use that falls within Class A2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987, notwithstanding any amendment or revocation of that Order.

**1.29 'The Plan'**

'The Plan' means the plan annexed to this Lease.

**1.30 'The Planning Acts'**

'The Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1.33 REFERENCES TO STATUTES.

**1.31 'The Premises'**

**1.31.1 Definition of 'the Premises'**

"The Premises" means the land and buildings edged red on the plan and known as Ground Floor, 234 Gander Green Lane, Sutton, Surrey SM3 9QF including :-

1. The structural or load bearing walls of the Ground Floor of the Building
2. The floor finishes but nothing below them
3. The ceiling finishes and any suspended ceilings but nothing above the ceiling finishes
4. The doors and windows and the door and window frames
5. All additions and improvements

6. All fittings installed by the Landlord or the Head Landlord
7. All fixtures except any installed by the tenant that can be removed without defacing the premises
8. Any Conduits in the Premises that exclusively serve the Premises
9. The windows in the exterior walls and their frames and fittings bounding the Retained Premises

But excluding :-

- a. Any Adjoining Conduits
- b. The roof and foundations of the Building
- c. The Retained Premises
- d. The interior plaster and decorative finishes of all walls bounding the Retained Premises

#### **1.32 'The Premises Covenants'**

'The Premises Covenants' means the covenants set out in schedule 4.

#### **1.33 References to clauses and schedules**

Any reference in this document to a clause, paragraph or schedule without further designation is to be construed as a reference to the clause, paragraph or schedule of this document so numbered.

#### **1.34 References to rights of access**

References to any right of the Landlord to have access to the Premises are to be construed as extending to any head landlord and any mortgagee of the Premises and to all persons authorised in writing by the Landlord and any head landlord or mortgagee, including agents, professional advisers, contractors, workmen and others.

#### **1.35 References to statutes**

Unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute, and any general reference to a statute includes any regulations or orders made under that statute.

#### **1.36 'The Rent'**

Until the First Review Date 'the Rent' means the Initial Rent. Thereafter 'the Rent' means the sum ascertained in accordance with schedule 3 THE RENT AND RENT REVIEW. 'The Rent' does not include the Insurance Rent, but the term 'the Lease Rents' means both the Rent and the Insurance Rent.

#### **1.37 'The Rent Commencement Date'**

'The Rent Commencement Date' means

#### **1.38 'The Review Dates'**

'The First Review Date' means 24th September 2012

'The Review Dates' means the First Review Date and every third anniversary of that date during the Contractual Term.

References to 'a review date' are references to any one of the Review Dates.

#### **1.39 'The Surveyor'**

'The Surveyor' means any professionally qualified person or firm appointed by the Landlord and the Head Landlord to act as his Surveyor. The Surveyor may be an employee of the Landlord or the Head Landlord or a company that is a member of the same group as the Landlord within the meaning of the 1954 Act Section 42. The expression 'the Surveyor' includes the person or firm appointed by the Landlord to collect the Lease Rents.

#### **1.40 'The Term'**

'The Term' means the Contractual Term

#### **1.41 Terms from the 1995 Act**

Where the expressions 'landlord covenants', 'tenant covenants', or 'authorised guarantee agreement' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).

#### **1.42 'VAT'**

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

### **2 DEMISE**

The Landlord lets the Premises to the Tenant with full title guarantee, together with the rights specified in schedule 1 THE RIGHTS GRANTED but excepting and reserving to the Landlord the rights specified in schedule 2 THE RIGHTS RESERVED, to hold the Premises to the Tenant for the Contractual Term, subject to those matters contained or referred to in schedule 5 THE SUBJECTIONS yielding and paying to the Landlord —

- 2.1 the Rent without any deduction or set off by equal monthly payments in advance on the first day of each month and proportionately for any period of less than a month, the first such payment, being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the last day of the month next after the Rent Commencement Date, to be paid on the date of this document, and
- 2.2 by way of further rent the Insurance Rent payable within 14 days of demand in accordance with clause 5.3 PAYMENT OF THE INSURANCE RENT.

### **3 THE TENANT'S COVENANTS**

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3.

#### **3.1 Rent**

##### **3.1.1 *Payment of the Lease Rents***

The Tenant must pay the Lease Rents on the days and in the manner set out in this Lease, and must not exercise or seek to exercise any right or claim to withhold rent, or any right or claim to legal or equitable set-off.

##### **3.1.2 *Payment by banker's order***

If so reasonably required in writing by the Landlord, the Tenant must pay the Lease Rents by banker's order or credit transfer to any bank and account in the UK that the Landlord nominates from time to time.

#### **3.2 Outgoings and VAT**



### **3.2.1     *Outgoings exclusive to the Premises***

The Tenant must pay, and must indemnify the Landlord against —

- 3.2.1.1     all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the occupier of them (excluding any payable by the Landlord occasioned by receipt of the Lease Rents or any disposition or dealing with this Lease or ownership of any interest reversionary to the interest created by it).
- 3.2.1.2     all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount, and
- 3.2.1.3     all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save where such VAT is recoverable or available for set-off by the Landlord as input tax provided that the landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount.

### **3.2.2     *Outgoings assessed on the Premises and other property***

The Tenant must pay, and must indemnify the Landlord against, the proportion reasonably attributable to the Premises—to be determined from time to time by the Landlord acting reasonably or the Surveyor, acting as an expert and not as an arbitrator—of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term may be charged, assessed or imposed on the Premises and any other premises, including the Retained Premises any adjoining property of the Head Landlord or on their owners or occupiers.

### **3.3       *Cost of services consumed***

The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for electricity, water, gas, telecommunications and other services consumed or used by the Tenant at or in relation to the Premises, including meter rents and standing charges, and must comply with the lawful requirements and regulations of their respective suppliers. Where no separate charge is made by the supplier of such services in respect of the Premises the Tenant shall pay a proportion of the total as decided by the Landlord acting reasonably.

### **3.4       *Repair, cleaning and decoration***

#### **3.4.1     *Repair of the Premises***

The Tenant must repair the Premises and keep them in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises with the Tenants authority and under the Tenants control.

#### **3.4.2     *Replacement of landlord's fixtures***

The Tenant must replace any Landlord's or Head Landlord's fixtures and fittings in the Premises that are beyond economic repair at the end of the Term.

#### **3.4.3     *Cleaning and tidying***

The Tenant must keep the Premises clean and tidy and clear of all rubbish.

#### **3.4.4      *Care of abutting land***

The Tenant must not cause any adjoining property of the Head Landlord or any other land, roads or pavements abutting the Premises to be untidy or dirty, and in particular, but without prejudice to the generality of the foregoing, must not deposit refuse or other materials on them

#### **3.4.5      *Decoration***

In each of the Decorating Years and in the last year of the Term the Tenant must redecorate the Premises in a good and workmanlike manner, with appropriate materials of good quality to the reasonable satisfaction of the Landlord and the Head Landlord or Surveyor, any change in the tints, colours and patterns of the decoration to be approved by the Landlord and Head Landlord (such approval not to be unreasonably withheld or delayed).

#### **3.4.6      *Shared facilities***

Where the use of any of the Conduits or any boundary structures or other things is common to the Premises and any adjoining or neighbouring premises, other than any adjoining property of the Head Landlord, the Tenant must be responsible for, and indemnify the Landlord against, all proper and reasonable sums due from the Tenant or occupier of the Premises in relation to those Conduits, boundary structures or other things provided that they benefit the Premises and must undertake all work in relation to them that is his responsibility under this lease.

### **3.5          *Waste and alterations***

#### **3.5.1      *Waste, additions and alterations***

The Tenant must not commit any waste, make any addition to the Premises, unite the Premises with any adjoining premises, or make any alteration to the Premises save as permitted by the provisions of this clause 3.5.

#### **3.5.2      *Preconditions for alterations***

The Tenant must not make any internal non-structural alterations to the Premises unless he first —

- 3.5.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them,
- 3.5.2.2 makes an application to the Landlord for consent, supported by reasonable drawings and where appropriate a reasonable specification in duplicate
- 3.5.2.3 pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers,
- 3.5.2.4 enters into any reasonable covenants the Landlord and the Head Landlord requires as to the execution and reinstatement of the alterations, and
- 3.5.2.5 obtains the consent of the Landlord and Head Landlord such consent not to be unreasonably withheld or delayed.

In the case of any works of a substantial nature, the Landlord and the Head Landlord may where circumstances may reasonably require it, require the Tenant to provide, before starting the works, adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord and the Head Landlord that any works he permits from time to time will be fully completed.

**3.5.3** Without prejudice to the provisions of this clause 3.5, the Tenant may install and remove internal removable partitions if he gives notice of all the works to the Landlord and the Head Landlord within one month of completion of the works and ensures that there is no disruption of the services in, to and through the Premises and making good any damage resulting therefrom.

**3.5.4      *Removal of alterations***

At the end of the Term, if so requested by the Landlord and the Head Landlord, the Tenant must remove any additional buildings, additions, alterations or improvements made to the Premises, and must make good any part or parts of the Premises that may be damaged by their removal.

**3.5.5      *Connection to the Conduits***

The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord and the Head Landlord, such approval not to be unreasonably withheld or delayed, and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

**3.6            *Aerials, signs and advertisements***

**3.6.1        *Masts and wires***

The Tenant must not erect any pole or mast on the Premises or install any wire or cable on them, whether in connection with telecommunications or otherwise without the Landlord's and the Head Landlord's consent such consent not to be unreasonably withheld or delayed.

**3.6.2        *Advertisements***

The Tenant must not, without the consent of the Landlord and Head Landlord, not to be unreasonably withheld or delayed fix to or exhibit on the outside of the Premises, or fix to or exhibit through any window of the Premises, or display anywhere on the Premises, any placard, sign, notice, fascia board or advertisement provided always that nothing in this subclause or in any other provision of this lease shall preclude the Tenant from displaying its nameplate or sign showing the Tenant's name.

**3.7            *Statutory obligations***

**3.7.1        *General provision***

To the extent that compliance is not the obligation of the Landlord pursuant to its obligations contained in this Lease or under any general law the Tenant must comply in all respects with the requirements of any statutes, and any other obligations imposed by law or by any byelaws, applicable to the use by the Tenant of the Premises or the trade or business for the time being carried on there.

**3.7.2        *Particular obligations***

**3.7.2.1      *Works required by statute, department or authority***

Without prejudice to the generality of clause 3.7.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of or the use to which the Premises are being put that are required in order to comply with the requirements of any statute already passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction.