

3.7.2.2 Acts causing losses

Without prejudice to the generality of clause 3.7.1, the Tenant must insofar as they relate to any works the Tenant may undertake not do in or near the Premises anything by reason of which the Landlord or Head Landlord may incur any losses under any statute.

3.7.2.3 Construction (Design and Management) Regulations

Without prejudice to the generality of clause 3.7.1, the Tenant must insofar as they relate to any works the Tenant may undertake comply with the provisions of the Construction (Design and Management) Regulations 1994 ('the CDM Regulations'), be the only client as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations, and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations. The provisions of clause 5.7.3 FIRE-FIGHTING EQUIPMENT are to have effect in any circumstances to which these obligations apply.

3.7.2.4 Delivery of health and safety files

At the end of the Term, the Tenant must as soon as reasonably practicable deliver to the Landlord any and all health and safety files relating to the premises in accordance with the CDM Regulations.

3.8 Entry to inspect and notice to repair

3.8.1 Entry and notice

The Tenant must permit the Landlord and the Head Landlord on reasonable prior written notice during normal business hours except in emergency —

- 3.8.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed,
- 3.8.1.2 to view the state of repair and condition of the Premises, and to open up floors and other parts of the Premises where that is necessary in order to do so, and
- 3.8.1.3 to give to the Tenant, or notwithstanding clause 8.7 NOTICES leave on the Premises, a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations as to the repair and condition of the Premises in this Lease,

provided that any opening-up must be made good as soon as reasonably practicable by and at the cost of the Landlord or Head Landlord as the case may be if it reveals no breach of the terms of this Lease.

3.8.2 Works to be carried out

The Tenant must commence carrying out the works specified in a notice to repair within 3 months, including making good any opening up that revealed a breach of the terms of this Lease.

3.8.3 Landlord's power in default

If within 3 months of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it, or if the Tenant fails to finish the work within 4 months, or if in the Landlord's or the Head Landlord's or Surveyor's reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord or Head Landlord to enter the Premises to execute the outstanding work, and must within 21 days of a written demand

pay to the Landlord the reasonable and proper cost of so doing and all expenses incurred by the Landlord or the Head Landlord, including legal costs and surveyor's fees provided that any such costs which fall to be reimbursed by the Tenant shall not exceed any which would be recoverable by the Landlord pursuant to the relevant provision of the Leasehold property (Repairs) Act 1938 and Section 18(1) of the Landlord and Tenant Act 1927.

3.9 Alienation

3.9 *Alienation prohibited*

The Tenant must not hold the Premises on trust for another. The Tenant must not assign part with the possession of the Premises or any part of the Premises or permit another to occupy them or any part of them and shall not underlet the whole or part of the Premises.

3.10 Nuisance and residential restrictions

3.10.1 *Nuisance*

The Tenant must not do anything on the Premises, or allow anything to remain on them, that may be or become a nuisance, or cause annoyance, disturbance, inconvenience, injury or damage to the Head Landlord, the Landlord or his tenants or the owners or occupiers of any adjoining property of the Head Landlord or the Landlord or any other adjacent or neighbouring premises PROVIDED ALWAYS that the proper use of the Premises as officers by the Tenant shall not in any circumstances constitute a breach of this obligation.

3.10.2 *Auctions, trades and immoral purposes*

The Tenant must not use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade, business, manufacture or occupation, or any illegal or immoral act or purpose.

3.10.3 *Residential use, sleeping and animals*

The Tenant must not use the ground floor of the Premises as sleeping accommodation or for residential purposes, or keep any animal, bird or reptile anywhere on the Premises.

3.11 Costs of applications, notices and recovery of arrears

The Tenant must pay to the Landlord all reasonable and proper costs, fees, charges, disbursements and expenses—including, without prejudice to the generality of the above, those payable to the Head Landlord, counsel, solicitors, surveyors and bailiffs—properly and reasonably incurred by the Landlord or the Head Landlord in relation to or incidental to —

- 3.11.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any qualification or condition or the application is withdrawn, unless the refusal, qualification or condition is unlawful whether because it is unreasonable or otherwise,
- 3.11.2 the lawful and proper contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or by reason or the lawful and proper contemplation of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court.

- 3.11.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease, and
- 3.11.4 any lawful and proper steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or within three months after the end of the Term

3.12 Planning and development

3.12.1 *Compliance with the Planning Acts*

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use, and must indemnify the Landlord, and keep him indemnified, both during the Term and following the end of it, against all losses in respect of any contravention of those Acts.

3.12.2 *Consent for applications*

The Tenant must not make any application for planning permission without the consent of the Landlord and the Head Landlord not to be unreasonably withheld or delayed in any case where application for and implementation of the planning permission will not create or give rise to any tax liability for the Landlord or the Head Landlord or where the Tenant indemnifies the Landlord or the Head Landlord against such liability.

3.12.3 *Permissions and notices*

The Tenant must at his expense obtain any planning permissions and serve any notices that may be required for the carrying out of any development on or at the Premises.

3.12.4 *Charges and levies*

Subject only to any statutory direction to the contrary, the Tenant must pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any development on or at the Premises.

3.12.5 *Pre-conditions for development*

Notwithstanding any consent that may be granted by the Landlord under this Lease, the Tenant must not carry out any development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord, all necessary permissions under the Planning Acts have been obtained and produced to the Landlord, and the Landlord acting reasonably has acknowledged that every necessary planning permission is acceptable to him and the Head Landlord such acknowledgment not to be unreasonably withheld or delayed. The Landlord may refuse to acknowledge his acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would, in the reasonable opinion of the Landlord or the Surveyor, be, or be likely to be, prejudicial to the Landlord or the Head Landlord or to their reversionary interests in the Premises or any of their adjoining property whether during the Term or following the end of it.

3.12.6 *Completion of development*

Where a condition of any planning permission granted for development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, the Tenant must, unless the Landlord directs otherwise, finish those works before the end of the Term.

3.12.7 *Security for compliance with conditions*

In any case where a planning permission is granted subject to conditions, and if the Landlord reasonably so requires, the Tenant must provide sufficient security for his compliance with the conditions

3.13 Plans, documents and information

3.13.1 *Evidence of compliance with this Lease*

If so requested, the Tenant must produce to the Landlord or the Head Landlord or his Surveyor any plans, documents and other evidence the Landlord reasonably requires to satisfy himself that the provisions of this Lease have been complied with.

3.14 Indemnities

The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant, or any persons at the Premises expressly or impliedly with his authority and under his control, or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

3.15 Reletting boards and viewing

At any time during last 6 months of the Contractual Term and at any time thereafter, and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than 21 days, the Tenant must permit the Landlord to enter the Premises at any reasonable time and fix and retain anywhere on them a board advertising them for reletting. While any such board is on the Premises the Tenant must permit viewing of the Premises at reasonable times of the day.

3.16 Obstruction and encroachment

3.16.1 *Obstruction of windows*

The Tenant must not knowingly stop up, darken or obstruct any window or light belonging to the Premises.

3.16.2 *Encroachments*

The Tenant must at the Landlord's or (if appropriate) the Head Landlord's sole cost and expense take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Premises and must notify the Landlord as soon as reasonably practicable if any such thing is constructed, encroachment is made or easement acquired, or if any attempt is made to construct such a thing, to encroach or acquire an easement. At the reasonable request and cost of the Landlord or the Head Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement

3.17 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease, give up all keys of the Premises to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord, and remove all signs erected by the Tenant or any of his predecessors in title in upon or near the Premises making good as soon as reasonably practicable any damage caused by their removal.

3.18 Interest on arrears

The Tenant must pay interest on any of the Lease Rents or other sums due under this Lease that are not paid within 21 days of the date due, whether formally demanded or not, the interest to be recoverable as rent. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment.

3.19 Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local, public, regulatory or other authority or court within 14 days of receipt, and if so reasonably requested by the Landlord must produce it to the Landlord. The Tenant must as soon as reasonable practicable take all reasonable steps to comply with the notice, direction or order. At the request of the Landlord or if appropriate the Head Landlord but at the Landlord's or Head Landlord's own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord or Head Landlord deems expedient against or in respect of any notice, direction, order or proposal.

3.20 Keyholders

The Tenant must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 1 keyholder of the Premises.

3.21 Viewing on sale of reversion

The Tenant must, on reasonable written notice, at any reasonable time during the Term, permit prospective purchasers of the Head Landlord's reversion or any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Premises without interruption provided they have the prior written authority of the Landlord, Head Landlord or their agents.

3.22 Defective premises

The Tenant must give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord or the Head Landlord whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any reasonable notices the Landlord or Head Landlord from time to time reasonably requires him to display at the Premises.

3.23 Exercise of the Landlord's rights

The Tenant must permit the Landlord at all times during the Term to exercise any of the rights granted to him by virtue of the provisions of this Lease without interruption or interference.

3.24 The Shop and Flat Covenants

The Tenant must observe and perform the Premises Covenants.

3.25 Consent to the Landlord's release

The Tenant must not unreasonably withhold consent to a request made by the Landlord under the 1995 Act Section 8 for a release from all or any of the landlord covenants of this Lease.

3.26 Covenants in Head Lease

3.26.1 The Tenant must not do, omit suffer or permit in relation to the Premises any act or thing that would or might be inconsistent with or cause the Landlord to be in breach of the Head Lease or if done, omitted, suffered or permitted by the Landlord would or might be inconsistent with or constitute a breach of covenants on the part of the Tenant and the conditions contained in the Head Lease.

3.26.2 The Tenant covenants with the Head Landlord while the Tenant is bound by the tenants covenant of this Lease whereby this covenant shall be enforceable by the Head Landlord and his successors in title in their own right to observe and perform the tenant's covenants contained in this sub lease and any document that is supplemental or collateral to it and the tenants covenants contained in the Head Lease insofar as they relate to the Premises and the rights granted to the Tenant except the covenant to pay the rents reserved by the Head Lease.

4 THE LANDLORD'S COVENANT

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4.

4.1 Quiet enjoyment

The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him or by title paramount

4.2 The Head Lease

The landlord covenants with the Tenant to observe and perform the requirements of this clause 4.2.

4.2.1 The Landlord covenants with the Tenant to pay the rents reserved by the Head Lease and perform so far as the Tenant is not liable for such performance under the terms of this lease the covenants and conditions on the part of the tenant contained in the Head Lease and indemnify the Tenant and keep it indemnified against all actions, claims, proceedings, costs, expenses and demands in any way relating to the Head Lease.

4.2.2 On the request and at the cost of the Tenant, the Landlord must take all reasonable steps to enforce the covenants on the part of the Head Landlord contained in the Head Lease

4.2.3 Subject to the Tenant paying to the Landlord and where appropriate to the Head Landlord on an indemnity basis all costs, fees, charges, disbursements and expenses incurred by the Landlord and where appropriate by the Head Landlord in relation or incidental thereto the Landlord shall take all reasonable steps to obtain the consent of the Head Landlord whenever the Tenant makes application for any consent required under this Lease where the consent of both the Landlord and the Head Landlord is needed by virtue of this Lease or the Head Lease.

5 INSURANCE

5.1 Warranty as to convictions

The Tenant warrants that before the execution of this document he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks.

5.2 Details of the insurance

Subject to the payment of the Insurance Rent by the Tenant the Landlord covenants with the Tenant to use its reasonable endeavours to procure that the Head Landlord insures the Premises at all times and complies with its obligations regarding reinstatement and resulting in accordance with the provisions of the Head Lease unless the insurance is vitiated by any act of the Tenant or anyone at the Premises expressly or by implication with this authorising or under his control.

5.3 Payment of the Insurance Rent

The Tenant covenants to pay the Insurance Rent for the period starting on the Rent Commencement Date and ending on the day before the next policy renewal date on the date of this document, and subsequently to pay the Insurance Rent on demand.

5.4 Suspension of the Rent

5.4.1 *Events giving rise to suspension*

If and whenever the Premises or any part of it is or any access way or any essential services to it is or are damaged or destroyed by one or more of the Insured Risks or otherwise except one against which insurance may not ordinarily be arranged with reputable insurers for properties such as the Premises unless the Head Landlord has in fact insured against that risk so that the Premises or any part of them are unfit for immediate occupation and use by the Tenant, save to the extent that insurance money is not refused because of any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority and under his control, then the provisions of clause 5.4.2 SUSPENDING THE RENT are to have effect.

5.4.2 *Suspending the Rent*

In the circumstances mentioned in clause 5.5.1 EVENTS GIVING RISE TO SUSPENSION, the Lease Rents, or a fair proportion of the Lease Rents according to the nature and the extent of the damage sustained, is to cease to be payable until the Premises or access way has been rebuilt or reinstated so as to render the Premises or the affected part, fit for immediate occupation and use by the Tenant, or until the end of 3 years from the destruction or damage, whichever period is the shorter, the proportion of the Lease Rents suspended and the period of the suspension to be determined by the Surveyor acting as an expert and not as an arbitrator and any dispute as to the proportion of the Rent suspended or the period of the suspension to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and the Tenant or in default by the President or other proper officer for the time being of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant.

5.5.1 *Notice to terminate*

If following damage or destruction to the Premises the Head Landlord serves notice on the Landlord of termination of the Head Lease pursuant to the terms of the Head Lease the Landlord shall be entitled to give notice to the Tenant to terminate this Lease and the provisions of clause 5.6 shall apply.

5.6 *Termination following failure to reinstate*

On service of a notice to terminate following failure to reinstate by the Head Landlord the Term is to cease absolutely—but without prejudice to any rights or remedies that may have accrued—and all money received in respect of the insurance effected by the Head Landlord pursuant to this Lease is to belong to the Head Landlord absolutely.

5.7 *Tenant's further insurance covenants*

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 5.7.

5.7.1 *Requirements of insurers*

The Tenant must comply with all the requirements and recommendations of the insurers of which he has written notice.

5.7.2 *Policy avoidance and additional premiums*

The Tenant must not knowingly do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable unless he has previously notified the Landlord and has agreed to pay the increased premium.

5.7.3 *Fire-fighting equipment*

The Tenant must keep the Premises supplied with such fire fighting equipment[as the insurers and the fire authority require and must maintain the equipment to their satisfaction and must maintain the equipment to the reasonable satisfaction of the insurers and the fire authority and in efficient working order. At least once in every year the Tenant must have any sprinkler system and other fire fighting equipment to be inspected by a competent person.

5.7.4 *Combustible materials*

The Tenant must not store on the Premises or bring onto them anything of a specially combustible, inflammable or explosive nature, and must comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises.

5.7.5 *Fire escapes, equipment and doors*

The Tenant must not obstruct the access to any fire equipment or the means of escape from the Premises or any part of the Premises or lock any fire door while the Premises are occupied.

5.7.6 *Notice of events affecting the policy*

The Tenant must give immediate notice after becoming aware of the same to the Landlord of any event that might affect any insurance policy on or relating to the Premises, and any event against which the Landlord may have insured under this Lease.

5.7.7 *Notice of convictions*

The Tenant must give immediate notice after becoming aware of the same to the Landlord of any conviction, judgment or finding of any court or tribunal relating to the Tenant, or any director other officer or major shareholder of the Tenant, of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance of the Premises.

5.7.8 *Other insurance*

If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not effected or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received.

5.7.9 *Reinstatement on refusal of money through default*

If at any time the Premises or any part of it is damaged or destroyed by one or more of the Insured Risks and the insurance money under the policy of insurance effected by the Head Landlord pursuant to his obligations contained in the Head Lease is wholly or partly irrecoverable because of any act or default of the Tenant or of anyone at the Premises expressly or by implication with his authority and under his control, the Tenant must as soon as reasonably practicable, at the option of the Landlord, either rebuild and reinstate the Premises or the part of it destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor - in which case, on commencement of the rebuilding and refurbishment, the Landlord must pay to the Tenant the amount that the Landlord has actually received under the insurance policy in respect of the destruction or damage from the Head Landlord - or pay to the Landlord within 28 days the amount of the insurance money so irrecoverable - in which case the provisions of clauses 5.4 SUSPENSION OF THE RENT 5.5 NOTICE TO TERMINATE and 5.6 TERMINATION FOLLOWING FAILURE TO REINSTATE are to apply.

5.8 *Landlord's further insurance covenants*

The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.8 in relation to the insurance policy effected by the Head Landlord pursuant to his obligations contained in this Lease.

5.8.1 *Copy policy*

The Landlord must apply to the Head Landlord for reasonable evidence of the terms of the policy and the fact that the last premium has been paid and supply this to the Tenant upon request.

5.8.2 *Change of risks*

The Landlord must notify the Tenant of any material change in the risks covered by the policy from time to time notified to the Landlord by the Head Landlord.

6 FORFEITURE

If and whenever during the Term —

- 6.1 the Lease Rents, or any of them or any part of them, or any VAT payable on them, are outstanding for 21 days after becoming due, whether formally demanded or not or
- 6.2 the Tenant materially breaches any covenant or other term of this Lease, or
- 6.3 the Tenant becomes subject to a bankruptcy order or has an interim receiver appointed to his property, or
- 6.4 the Tenant enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors, or
- 6.5 the Tenant has any distress, sequestration or execution levied on his goods, at the Premises

The Landlord may at any time re-enter the Premises or any part of them in the name of the whole—even if any previous right of re-entry has been waived—and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

7 MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for the Permitted Use.

7.2 Exclusion of third party rights

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

7.3 Documents under hand

While the Landlord or the Head Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord or the Head Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord or the Head Landlord or by the Surveyor on behalf of the Head Landlord.

7.4 Tenant's property

If, after the Tenant has vacated the Premises at the end of the Term any property of his remains in or on the Premises and he fails to remove it within 14 days after a written request from the Landlord or the Head Landlord to do so, or, if the Landlord or the Head Landlord is unable to make such a request to the Tenant, within 21 days from the first attempt to make it, then the Landlord or the Head Landlord may, as the agent of the Tenant, sell that property. The Tenant must indemnify the Landlord or the Head Landlord against any liability incurred by the Landlord or the Head Landlord to any third party whose property is sold by him in the mistaken belief held in good faith—which is to be presumed unless the contrary is proved—that the property belonged to the Tenant. If, having made reasonable efforts to do so, the Landlord or the Head Landlord is unable to locate the Tenant, then the Landlord or the Head Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within 3 months of the date upon which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses caused by or related to the presence of the property in or on the Premises.

7.5 Compensation on vacating excluded

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows.

7.6 Notices

7.6.1 Form and service of notices

A notice under this Lease must be in writing and, unless the receiving party or his authorised agent acknowledges receipt, is valid if, and only if —

- 8.7.1.1 it is given by hand, sent by registered post or recorded delivery
- 8.7.1.2 it is served —
- (a) where the receiving party is a company incorporated within Great Britain, at the registered office,
 - (b) where the receiving party is the Tenant and the Tenant is not such a company, at the Premises, and
 - (c) where the receiving party is the Landlord or the Head Landlord and the Landlord or the Head Landlord is not such a company, at the Landlord's or the Head Landlord's address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant or the Head Landlord to the other parties.

7.6.2 *Deemed delivery*

7.6.2.1 By registered post or recorded delivery

Unless it is returned through the Royal Mail undelivered, a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever, and whether or not, it is received.

7.6.2.2 'A working day'

References to 'a working day' are references to a day when the United Kingdom clearing banks are open for business in the City of London

7.6.3 *Joint recipients*

If the receiving party consists of more than one person, a notice to one of them is notice to all.

8.7 Rights and easements

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Head Landlord.

8.8 Covenants relating to adjoining property

The Tenant is not to be entitled to require the Landlord to enforce against the Head Landlord the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Head Landlord in respect of any adjoining property of the Head Landlord save in relation to the flat above the Premises.

8.9 Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any adjoining property of the Head Landlord in connection with the Premises and any of that adjoining property, it is to be decided by the Head Landlord or in such manner as the Head Landlord reasonably directs or by the Surveyor acting as an expert and not as an arbitrator.

8.10 Effect of waiver

Each of the Tenant's covenants is to remain in full force both at law and in equity even if the Landlord has waived or released that covenant.