

Dated xx/xx/2018

(1) **GEORGE ESTATES LTD.**

- and -

(2) **x NAME T/A BUSINESS (Individual) x**

x NAME AND BUSINESS NAME LTD. (Business) x

LEASE
of
PREMISES BEING UNIT xxxxxxxx
AT PRIORY PARK, PRIORY INDUSTRIAL ESTATE,
LONDON ROAD, TETBURY, GLOUCESTERSHIRE GL8 8HZ

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PARTICULARS

Building/Premises: : The building or space shown edged in red on the plan dated and known as xxxxxxxx

Contractual Term: ? Months ? Days (to end of the last day of ? month)

Break Date: : N/A or xx/xx/xxxx

Commencement Date: : xx/xx/xxxx

End Date: : xx/xx/xxxx

Rent: : The rent of £xxx per week or £xxx per calendar month being exclusive of Utilities used at the Building and at the Premises (subject to clause 3.3 of this Lease) and inclusive of Insurance Rent but exclusive of Outgoings and VAT. Utilities will be for the Tenants account.

The rent for period xx/xx/xxxx to xx/xx/xxxx is £xxx plus VAT and is due on xx/xx/xxxx.

Rent Payment Dates: Rent is payable in advance for the following calendar month on the first of each monthly anniversary thereafter.

Service Charge: The Tenant will also pay £xxx plus VAT per calendar month as a Service Charge. Such amount to be paid on the first of each calendar month anniversary and prorated for partial months.

Deposit: £xxx

Date of Lease: xx/xx/xxxx

Landlord Works: The Works set out in Appendix 1. The targeted date for completion of the works is xx/xx/xxxx. If these works have not been completed by xx/x/xxxx the Tenant can terminate the Lease by giving 2 weeks written notice to the Landlord. The Landlord will be the sole arbiter as to whether the Works are complete save for items which are patently obvious not undertaken. Snagging items will not delay the completion of the Works.

Title number(s): Landlord's title number: GR176489

Parties to this Lease:

Landlord: **GEORGE ESTATES LTD.** whose registered office is at Mercers House 32 Cross Hayes Malmesbury SN16 9BG (Company Registration Number: 10852186) whose trading address is The Old Warehouse, Silver Street, Malmesbury SN16 9BU.

Tenant: **NAME T/A XXXXXX BUSINESS NAME** whose address is xxxxxxx, xxxxxx, xxxxxxx, xxxxxx.

NAME AND BUSINESS NAME LTD. whose registered office is at xxxxxxx, xxxxxx, xxxxxxx, xxxxxx (Company Registration Number: xxxxxx).

Prescribed statements: None.

Premium: None.

Prohibitions or restrictions on disposing of this lease: Rights of acquisition:	This Lease contains a provision that prohibits dispositions. Tenant's contractual rights to renew this lease, to acquire the reversion of another lease of the Property, or to acquire an interest in other land: None. The Tenant is to be excluded from the statutory renewal provisions of the Landlord and Tenant Act 1954.
Notice Date:	The Landlord served on the Tenant a notice (the " Notice ") applicable to the tenancy created by this Lease on xx/xx/xxxx in accordance with section 38A(3)(a) of the 1954 Act; and
Declaration Date:	The Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on xx/xx/xxxx in accordance with the requirements of section 38A(3)(b) of the 1954 Act before the Tenant entered into this Lease or (if earlier) became contractually bound to do so. Tenant's covenant to (or offer to) surrender this lease: None. Landlord's contractual rights to acquire this lease: None.
Restrictive covenants given in this lease by the Landlord in respect of land other than the Property:	None.
Easements:	Easements granted by this lease for the benefit of the Property: Access over the Service Way. Easements granted or reserved by this lease over the Property for the benefit of other Property: Access and Repair of the Building.
Estate rent charge burdening the Property:	None.
Application for standard form of restriction:	None.
Declaration of trust where Tenant is more than one person:	Not applicable.
Car Parking spaces:	None
Estate:	The Estate known as Priory Park, Priory Park Industrial Estate, London Road, Tetbury, Gloucestershire GL8 8HZ.
Access Rd	The access road shown in yellow on Plan 2 attached.
Service Way	The route shown in yellow on Plan 1
Permitted Use:	Storage/Office/Workshop
Break Date:	N/A or xx/xx/xxxx

THIS LEASE is made on the date and between the parties specified in the Particulars.

1. INTERPRETATION

1.1 Particulars

In this Lease the words and expressions contained in the Particulars have the meanings specified in the Particulars but as further defined (if applicable) in clause 1 and elsewhere in this Lease.

1.2 Definitions

In this Lease (unless the context otherwise requires) the following words and expressions have the following meanings:

"1954 Act"	the Landlord and Tenant Act 1954;
"Conduits"	Electricity, water and other conducting media and tanks and apparatus used in connection with them;
"Estate"	as initially defined in the Particulars but as may be varied from time to time by the Landlord and any reference to the Estate includes any part of it;
"Insured Risks"	risks against which the Landlord insures;
"Interest"	interest at the base lending rate from time to time of Lloyds TSB Bank plc (or such other bank as the Landlord may from time to time reasonably substitute) plus in each case 4% (both before and after judgment) accruing on a daily basis and compounded with quarterly rests on the usual quarter days;
"Landlord's Expenses"	solicitors' counsels' surveyors' and other consultants' and professionals' fees and costs bailiffs' fees and Landlord's management charges including all disbursements;
"Law"	Act of Parliament, statutory instrument, regulation, bye-law, requirement of a competent authority, statutory body, utility company or authority, common law or regulation, directive or mandatory requirement of the European Union;
"Liability"	all actions, proceedings, costs, claims, demands, losses, expenses and liabilities;
"Outgoings"	all present and future rates, taxes, duties, charges, assessments, impositions and outgoings (whether of a capital, non-recurring or novel nature);
"Premises"	the Property defined in the Particulars bounded by and including the internal wall and ceiling finishes and any window glass but excluding the

structure and exterior of the Building and all Conduits windows, frames, doors and their frames and any Landlord's fixtures and fittings;

"Tenant's Default"	breach of a Tenant's Obligation or warranty of the Tenant in this Lease or any other act, neglect or default by the Tenant or anyone acting expressly or by implication with the Tenant's authority;
"Tenant's Obligation(s)"	a covenant or obligation of the Tenant in this Lease;
"VAT"	value added tax and any tax or duty of a similar nature substituted for it or in addition to it.
"UTILITIES"	water, sewerage, electricity, gas, telecoms including broadband.

1.3 **Miscellaneous**

In this Lease:

- 1.3.1 **"Landlord"** includes any person from time to time entitled to the immediate reversion to this Lease;
- 1.3.2 **"Tenant"** includes the Tenant's successors in title and assigns and (if an individual) his personal representative(s) and reference to the Tenant includes a reference to each person comprising them;
- 1.3.3 an obligation owed by more than one person is owed by them jointly and severally;
- 1.3.4 an obligation by the Tenant not to do something includes an obligation not to permit or allow it to be done;
- 1.3.5 a reference to a clause is a reference to a clause of this Lease;
- 1.3.6 a reference to the end of the Contractual Term is to the end of the Contractual Term however it terminates;
- 1.3.7 a consent/approval of the Landlord to be valid shall be given in writing ;
- 1.3.8 a right which the Landlord is entitled to use or exercise may be used or exercised by anyone permitted by the Landlord or who is entitled to use or exercise it;
- 1.3.9 any payment or other consideration to be provided to the Landlord is exclusive of VAT;
- 1.3.10 **"include"** **"includes"** and **"including"** are deemed to be followed by the words "without limitation";
- 1.3.11 any termination of this Lease is without prejudice to any then accrued claims of any party against any other.

2. **GRANT**

- 2.1 The Landlord grants the Premises to the Tenant for the Contractual Term at the Rent.
- 2.2 The Rent is payable calendar monthly in advance, the first payment to be made on the date of this Lease and subsequent payments on each month anniversary thereafter.

- 2.3 The Landlord grants to the Tenant (to the exclusion of all other rights) shared use of any Conduits which serve the Premises but the Landlord may suspend the use of any Conduit for any reasonable purpose or divert or stop-up a Conduit if it provides a reasonable substitute.
- 2.4 The Landlord has the right to use any Conduits, to connect to them and to install new ones.
- 2.5 The Landlord may enter the Premises on reasonable notice (except in emergency) for any purpose but shall put right any damage it causes to the Premises in so doing.
- 2.6 The Landlord grants to the Tenant the non-exclusive right to access and egress over the Accessway with or without vehicles (as appropriate) at all times for all purposes in connection with the use of the Premises
- 2.7 A change of ownership of the Tenant will give the Landlord the right to terminate the lease with one months written notice.

3. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

- 3.1 To pay the Rent due under clause 2.1 in accordance with clause 2.2 and the other provisions of this Lease as well as the Service Charge as set out in clause 12 without deduction, counterclaim or set-off and (if required, by the Landlord to pay by banker's order);
- 3.2 To pay the Deposit (plus a sum equivalent to VAT on the Rent if VAT is chargeable) as security for the Tenant's Obligations;
- 3.3 Promptly to pay all Outgoings on the Property (if any) to the relevant authority;
- 3.4 If the Landlord determines (at his discretion) that the Tenant's use of utilities at the Premises is greater than is reasonable or usual in respect of the Permitted Use, then the Tenant shall promptly after demand, pay the landlord such additional sum in respect of the utilities as is fair and reasonable and such additional sum shall be payable as Rent;
- 3.5 To pay VAT on any sum due under this Lease at the same time as the sum on which it is charged;
- 3.6 To maintain the Premises in good repair, damage by any of the Insured Risks excepted (save where insurance monies are irrecoverable due to a Tenant's Default) and to keep the Premises clean and tidy (please refer to the Important Notices section of the Customer Guide);
- 3.7 If the Landlord gives the Tenant notice of any failure to do anything required under this Lease, to start the works or remedy the failure within three months, or immediately in case of emergency, and to proceed with it diligently. In default, the Landlord is entitled to enter the property to do it, and the Tenant must pay the cost of it on demand;
- 3.8 By the end of the Contractual Term, to remove everything the Tenant has installed and make good any damage caused in doing so and to deliver the Premises to the Landlord with vacant possession and in accordance with its obligations in this Lease. If the Lease has ended and the Tenant has not entered a new Lease and remains in occupation the Landlord can charge rent at twice the rate previously charged until the unit has been vacated;
- 3.9 To permit the exercise of all rights reserved in this Lease;
- 3.10 Not to alter or add to the Premises or any Conduits.

- 3.11 To allow the Landlord to have signs on the outside of the Premises provided that they shall not materially adversely affect the Tenant's use of the Premises;
- 3.12 Not to have any signs on the outside of the Premises larger than 600mmx300mm and only with the prior approval in writing by the Landlord;
- 3.13 Not to part with, assign, underlet, charge or share the possession or occupation of the whole or any part of the Premises nor to hold the Premises on trust for any person (except by reason only of joint legal ownership) nor grant any right or licence over the Premises or any part of them in favour of any third party.
- 3.14 To give to the Landlord promptly a copy of any notice, order, permission or proposal affecting the Premises or their use;
- 3.15 Not to do anything which causes nuisance, annoyance, damage, loss or inconvenience to any of the adjacent residential neighbours or to any other occupier of the Estate or anyone else whatsoever;
- 3.16 Not to use the Premises otherwise than for the Permitted Use;
- 3.17 To comply with all Laws which affect the Building and/or the use of the Premises and specifically all laws relating to fire, health and safety. The Tenant undertakes to provide copies to the Landlord of a Fire Risk Assessment relating to its use of the Premises;
- 3.18 To pay to the Landlord on demand all reasonable Landlord's Expenses reasonably and properly incurred, charged or payable by the Landlord in connection with an application for consent or approval under this Lease;
- 3.19 To pay to the Landlord on demand on a full indemnity basis all Landlord's Expenses in connection with a notice served on the Tenant under the provisions of an Act of Parliament and/or any proceedings pursuant to it (whether or not forfeiture is avoided otherwise than by relief granted by a competent Court); or
- 3.20 To indemnify the Landlord against all Liability arising from a Tenant's Default;
- 3.21 If the Rent or other sums due under this Lease are unpaid on their due date, to pay to the Landlord on demand Interest on them from and including the due date for payment, whether or not there is a formal demand for payment;
- 3.22 Not to cause any damage to the Building or Conduits or overload it or them;
- 3.23 Not to obstruct or park on any part of the Estate (other than whilst loading or unloading in connection with the Permitted Use) or to leave anything in or on it;
- 3.24 To comply with such regulations as the Landlord may from time to time prescribe and notify in writing to the Tenant for the conduct, management or use of the Estate and the health or safety of anyone at the Estate;
- 3.25 To notify the Landlord immediately the Tenant ceases to occupy the Premises;
- 3.26 Not to operate any machinery at the Premises nor to carry out any industrial processes nor to bring onto or use the Premises or any part of them for the storage of anything noxious dangerous, flammable, explosive, infected, radioactive, hazardous or smelly;
- 3.27 Not to dispatch or receive any deliveries outside the hours of 8 am to 6 pm Monday to Saturday and 10 am to 4 pm on Sundays.
- 3.28 Not to hold any auction or public exhibition or political meeting or use the Premises for any illegal or immoral use.

- 3.29 Not to change the electricity supplier without the written consent of the Landlord and if such a change is made to reimburse or have deducted from the rent deposit the time costs of the Landlord in re-establishing supply with the original supplier.
- 3.30 At the end of this Lease to return the premises in the same condition, or better, as documented by the schedule of condition or signed photographic record. This includes redecoration as required, removing fixtures and making good any fixing holes. Carpets must be professionally steam cleaned.
- 3.31 To pay £25 plus VAT if the key is not returned within 48 hours of the tenancy ending and to authorise the Landlord to deduct this from the Deposit if it is not returned within 48 hours.
- 3.32 The Tenant is liable for water, sewerage, electricity, gas and telephone charges, including any standing charges, until the end of the Lease, even if the Tenant moves out of the Premises before the end of the Lease.
- 3.33 If the Landlord, his agent or contractor are required to attend at the Premises for reasons outside their control (for instance to make the Premises secure) a fee of £25 plus vat will be charged to the Tenant.
- 3.34 To pay the Landlord £25 plus VAT for each occasion the Landlord has to telephone or write to chase for payment because payment has not been received in accordance with this Lease irrespective of whether payment is ultimately made.
- 3.35 The Tenant is responsible for replacing/maintaining the following items should they need replacing or maintenance work during the Tenancy: internal & external lightbulbs including emergency ones, taps including washers, locks and roller doors motors/fixings.

4. LANDLORD'S OBLIGATIONS

The Landlord agrees with the Tenant:

- 4.1 While the Tenant complies with the terms of this Lease to allow the Tenant peaceably and quietly to use and enjoy the Premises without lawful interference;
- 4.2 Subject to clause 4.3, to use reasonable endeavours to keep the Premises in a reasonable state of repair having regard to their construction and age and any Conduits in working order;
- 4.3 That the Landlord will not be in breach of its obligations in clause 4.1 where the breach is due to circumstances beyond the Landlord's control or until a reasonable time after the Landlord has been given notice of the breach.

5. INSURANCE

- 5.1 The Landlord shall keep the Building insured against loss or damage by fire and against such other risks as the Landlord considers it prudent to insure provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Tenant shall insure the Building against loss or damage by fire caused by the use of equipment, such as irons, inside the building.
- 5.2 The Tenant agrees with the Landlord not to do anything which may invalidate any insurance policy for the Building or the Estate or increase any insurance premiums.
- 5.3 If the Premises or means of access to them are damaged or destroyed by any of the Insured Risks, the Rent or a fair proportion of it according to the extent of the damage or destruction will be suspended until the damage or destruction has been put right and if this has not happened within 3 months of its occurrence, either the Landlord or

the Tenant may by 14 days notice to the other terminate this Lease if it has not by then already ended.

- 5.4 The Tenant acknowledges that all contents stored at the Premises are stored at its own risk, it is responsible for all its contents stored at the Premises and for insuring them.

6. AGREEMENT TO EXCLUDE SECTIONS 24 TO 28 OF 1954 ACT

- 6.1 The Landlord and the Tenant agree pursuant to section 38A(1) of the 1954 Act that the provisions of sections 24 to 28 (inclusive) of the 1954 Act are excluded in relation to the tenancy created by this Lease.

- 6.2 The Tenant confirms that:

6.2.1 the Landlord served on the Tenant a notice (the "**Notice**") applicable to the tenancy created by this Lease on the Notice Date in accordance with section 38A(3)(a) of the 1954 Act; and

6.2.2 the Tenant or a person duly authorised by the Tenant made a declaration or a statutory declaration in relation to the Notice on the Declaration Date

in accordance with the requirements of section 38A(3)(b) of the 1954 Act

before the Tenant entered into this Lease or (if earlier) became contractually bound to do so.

7. MISCELLANEOUS

- 7.1 The Landlord does not give any warranties in respect of the use of the Premises for the Permitted Use and/or the suitability of the Premises for storage of the Tenant's particular contents.

- 7.2 The rules about serving notices in section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) apply to any notice given under this Lease (unless otherwise provided by statute).

- 7.3 If the Tenant leaves any goods in the Premises at the end of the Contractual Term, the Tenant authorises the Landlord to sell those goods on its behalf and the Landlord shall account to the Tenant for the proceeds after deducting relevant Landlord's Expenses.

- 7.4 The Tenant acknowledges that it has not entered into this Lease relying on any statement or representation made by or on behalf of the Landlord but nothing in this clause will however operate to limit or exclude any liability for fraud or deliberate misrepresentation.

- 7.5 This Lease embodies the entire understanding of the parties to it.

8. FORFEITURE

The Landlord may re-enter the Premises and the Contractual Term will then end (but without prejudice to any accrued claims of the Landlord against the Tenant) in any of the following events:

- 8.1 the Tenant is unable to pay its debts (as defined in the Insolvency Act 1986);
- 8.2 any distress or execution is levied against the Tenant's goods at the Premises;
- 8.3 the Rents or any other sums payable under this Lease are not paid within 21 days after they become due (whether they are lawfully demanded or not); or
- 8.4 the Tenant is in breach of any of the Tenant's Obligations.

9. MUTUAL BREAK OPTION

9.1 The Tenant may terminate this Lease if the Landlord agrees.

9.2 The Landlord may terminate this Lease at any time if it gives not less than 1 months' prior written notice to the Tenant that it intends to do so.

10. NEW TENANCY

This Lease is a new tenancy as defined in section 1 of the Landlord and Tenant (Covenants) Act 1995.

11. APPLICATION OF CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

It is not intended that any person will be entitled to enforce any provisions of this Lease who would not have been so entitled but for the enactment of the Contracts (Rights of Third Parties) Act 1999. SERVICE CHARGE

11.1 In this clause 12 the "**Service Costs**" are the costs the Landlord incurs or which become payable in respect of the following:

11.1.1 repair and decoration of the Building (including where necessary renewing or replacing any part of it) to bring it to the same condition as when the lease was signed (as documented by the attached photographs);

11.1.2 compliance with Laws;

11.1.3 lighting the external areas of the Estate;

11.1.4 repairing maintaining and where necessary renewing or replacing any gates and boundary features on the Estate or any such party features shared with any neighbours;

11.1.5 surfacing repairing marking out and maintaining the Access Road from the London Road and the Car Parking Spaces on the Estate and keeping them clean and tidy and free from obstruction;

11.1.6 providing and or procuring any utilities including gas, water, drainage and electricity to the Building or to the Premises that are not separately metered and/or are not supplied by the utility provider pursuant to any agreement with the tenant direct;

11.1.7 planting and maintaining in a clean and tidy condition the landscaped areas of the Estate;

11.1.8 providing and maintaining and replacing/renewing security and/or fire protection for the Estate and or the Building;

11.1.9 erecting and maintaining a sign or signs on the Estate and/or at its entrance showing the Estate name and/or names of occupiers;

11.1.10 any services or amenities provided for the Premises and/or the Building and/or the Estate or any part of them in the interest of good estate management (and this clause 11.1.5 is not limited in its interpretation by the previous parts of this clause 11.1)

12.2 Notwithstanding the provisions mentioned in this clause 8.1 above the Landlord may not recover or seek to recover from the Tenant, whether as part of the Service Costs or otherwise, any costs incurred by the Landlord in or incidental to the remedying of:

- 12.2.1 a latent defect in the Building or the Estate that manifests itself within the first three months of the term; or
 - 12.2.2 any want of repair at any time during the Term which is caused by such a latent defect; or
 - 12.2.3 arising out of faulty materials or workmanship in the refurbishment of the Building or the Estate; or
 - 12.2.4 arising out of any contamination caused to the Estate prior to the date of this Lease; or
 - 12.2.5 in completing the refurbishment/rebuilding of the Estate prior to the date of this Lease.
- 12.3 The Tenant shall pay the Landlord the Tenant's Proportion of the Service Costs quarterly in arrears within 5 days of demand.
- 12.4 At the end of the term, the Landlord will send to the Tenant an account setting out in respect of that annual period the amount of Service Costs and the Tenant's proportion of them.
- 12.5 The Tenant's Proportion is a fair proportion which is deemed to be on a square footage basis.
- 12.6 The Landlord may include in the Service Costs reasonable charges of managing agents and a reasonable management charge.
- 12.7 The account is conclusive as to the information it sets out except in the case of manifest error.

This Lease is executed as a deed and is delivered and takes effect on the date set out at the beginning of this Lease

SIGNED AS A DEED BY GEORGE ADAMS FOR & ON BEHALF OF GEORGE ESTATES LTD.

Signature:

Witness' Signature:

Witness' Name and Address

SIGNED AS A DEED by the Tenant

Where a Limited Company:

acting by

Director:

Director/Secretary:

OR where the Tenant is an individual

(if more than one person is the Tenant repeat)

Signature:

Witness' Signature:

Witness' Name and Address: