



## LEASE OF PREMISES

**Landlord:** George Estates Ltd.: (Director's Signature):

Executed as a deed by George Estates Ltd. acting by a Director in the presence of:

(Name of Witness):

(Witness Signature):

Address of Landlord & Witness:  
As below.

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**Tenant (Individual):** The Tenant confirms it has read the whole of this Lease and agrees to its Terms. Please tick here:   
*By signing here I acknowledge that I have signed a Simple Declaration & have read the Lease of which this page is part.*

(Tenant Signature):

(Witness Signature):  
*I acknowledge that I am in the presence of the Tenant.*

(Name & Address of Witness):

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**Tenant (Company):** Executed as a Deed by the Tenant acting by a Director in the presence of the Witness. Please tick here:   
*By signing here I acknowledge that I have signed a Simple Declaration & have read the Lease of which this page is part.*

(Tenant Signature):

(Witness Signature):  
*I acknowledge that I am in the presence of the Tenant.*

(Name & Address of Witness):

## KEY TERMS

**Lease No.** xxx

**Date of Lease:** xxx

**Tenant (individual):**

*Please note if applicable an individual & company will be joint & severable Tenants*

Title: xxx  
 First name: xxx  
 Surname: xxx  
 Home address: xxx

Landline telephone number: xxx  
 Mobile number: xxx  
 Email address: xxx

**Tenant (company):**

Company name: xxx

Company Registration Number: xxx  
 Registered address: xxx

Director's name: xxx

**Tenant's Site contact (if different):**

Name: xxx

Landline telephone number: xxx  
 Mobile number: xxx  
 Email address: xxx

**Accounts payable details (if different):**

Name: xxx

Landline telephone number: xxx  
 Mobile number: xxx  
 Email address: xxx

**Documents to follow:**

Tenant Guide: Yes/No (Renewal)  
 Initial invoice: Yes/No (Renewal)  
 Schedule of Condition: Yes/No (Renewal)

**Premises:** xxx

**Building:** xxx

**Permitted use:** xxx

**Car parking:**

Number of car parking bays: xxx  
 Car parking bay numbers (if applicable): xxx

**Other agreed points:** xxx

**Prior 15 day Tenancy at Will (if applicable):**

*If applicable and for information only*

Tenancy at Will & Occupancy date: xxx  
 End date: xxx  
 Rent for Tenancy at Will period: xxx

**Lease Dates:**

Notice date (s38A(3)(a) LTA 1954): xxx  
 Declaration date (s38A(3)(a) LTA 1954): xxx

Commencement date:

End date: xxx  
 Contractual Term: xxx  
 Tenant break date: xxx  
 Tenant break notice period: xxx  
 Landlord break date: xxx  
 Landlord break notice period: xxx  
 Landlord's Works completion date: xxx

**Appendix & Attachments:**

Landlord's Works attached: xxx  
 Site Plan attached: Yes/No (Renewal)

**Rent:**

Year 1 rent per calendar month: xxx  
 Rent per annum Year 1: xxx  
 Rent per annum Year 2: xxx  
 Rent per annum Year 3: xxx

**Service Charge:**

Service Charge per month Year 1: xxx  
 Service Charge per month Year 2: xxx  
 Service Charge per month Year 3: xxx

**Deposit:**

Deposit needed/already held: xxx

**Deposit, initial invoice & payment:**

Rent for Tenancy at Will period (if applicable): xxx  
 Initial Rent from \*\*/\*\*/\*\* to \*\*/\*\*/\*\*: xxx  
 Initial Service Charge from \*\*/\*\*/\*\* to \*\*/\*\*/\*\* (if applicable): xxx  
 VAT: xxx  
 Deposit: xxx  
 Total payable: xxx  
*VAT will be added to all Rent and Service Charges.*

**Payment dates:**

Initial payment: Before occupation of building  
 Rent payment dates: First day of each calendar month  
 Service Charge payment dates: First day of each calendar month  
 Utilities payment dates: Within 30 days of invoice date

**George Estates Ltd. bank details:**

Account name: George Estates Ltd.  
 Account number & sort code: 9165\*\*\*\* \*\*\_\*\*\_\*\*  
*Please reference payments with Tenant(s) name and invoice number.*

**Estate and address (please tick):**

- |                          |   |  |
|--------------------------|---|--|
| <input type="checkbox"/> | <b>Elcot Park &amp; Elcot Mews,</b><br>Elcot Lane, Off London Road, Marlborough, Wiltshire SN8 2BG              | Landlord's Title Number: <input type="checkbox"/> WT133704 ( <i>Elcot Park</i> )<br><input type="checkbox"/> WT296563 ( <i>Elcot Mews</i> )  |
| <input type="checkbox"/> | <b>Gable House,</b><br>46 High Street, Malmesbury, Wiltshire, SN16 9AT  | Landlord's Title Number: <input type="checkbox"/> WT197336   |
| <input type="checkbox"/> | <b>Kington Park,</b><br>Malmesbury Road, Kington St. Michael, Chippenham, Wiltshire SN15 5PZ                    | Landlord's Title Number: <input type="checkbox"/> WT139068   |
| <input type="checkbox"/> | <b>Priory Park &amp; The Tetbury Priory Industrial Estate,</b><br>London Road, Tetbury, Gloucestershire GL8 8HZ | Landlord's Title Number: <input type="checkbox"/> GR176489 ( <i>Avening, Coates, Eastcourt, Oaksey, Kingscote, Didmarton, Alderton &amp; Container Access</i> ).<br><input type="checkbox"/> GR120731 ( <i>Units 1-4 &amp; Access</i> ).<br><input type="checkbox"/> GR120732 ( <i>Units 5-6 &amp; Access</i> ). |

<b>PARTICULARS</b>			after judgment) accruing on a daily basis;
<b>Parties to the Lease:</b>		<b>"Landlord Break Notice"</b>	written notice to terminate this lease specifying the Landlord Break Date;
<b>Landlord:</b>	<b>George Estates Ltd.</b> whose registered office is at The Old Warehouse, Silver Street, Malmesbury, Wiltshire SN16 9BU (Company Registration Number: 10852186).	<b>"Landlord's Expenses"</b>	all solicitors' counsels' surveyors' and other consultants' and professionals' fees and costs, bailiffs' fees and Landlord's management charges including all disbursements;
<b>Tenant:</b>	(Joint & Several). Individual and/or company information; detailed on Page 1 of this Lease.	<b>"Law"</b>	any 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 United Kingdom;
<b>Premises:</b>	That part of the Building, of which is shown on the attached plan, including the internal walls and ceiling finishes and any window glass but excluding the structure and exterior of the Building and all Conduits, windows and their frames, doors and their frames and any Landlord's fixtures & fittings; detailed on Page 1 of this Lease.	<b>"Liability"</b>	all actions, proceedings, costs, claims, demands, losses, expenses and liabilities;
<b>Building:</b>	The building shown on the attached map; detailed on Page 1 of this Lease.	<b>"Outgoings"</b>	all present and future rates, taxes, duties, charges, assessments, impositions and outgoings (whether of a capital, non-recurring or novel nature) but excluding taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease or (except VAT) payable by the Landlord by reason of the receipt of any Rents due under this Lease;
<b>Estate:</b>	Detailed on Page 1 of this Lease.	<b>"Service Charge"</b>	these are the costs incurred to the Landlord, which become payable in respect of the following: cleaning of communal areas, repair & redecoration of the common areas, compliance with Laws, and the following items to the extent applicable; external lighting for the Estate, repair & maintenance of communal fixtures such as gates, resurfacing & repairing the access road and car park, providing & maintaining utilities, planting & maintenance of the landscape, ensuring security measures are in place for the Estate, erecting & maintaining signage for the Estate, and any other services or amenities provided for the Building/Premises or any part of them in the interest of good estate management. The Landlord will use reasonable endeavours to provide these services;
<b>Landlord's Title Number:</b>	Detailed on Page 1 of this Lease.	<b>"Tenant Break Notice"</b>	written notice to terminate this Lease on the Tenant Break Date giving at least the Tenant Break Notice Period;
<b>Permitted Use:</b>	Detailed on Page 1 of this Lease.	<b>"Tenant's Default"</b>	a 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;
<b>Car Parking Spaces:</b>	The car parking space(s) within the carpark shown on the attached map; detailed on Page 1 of this Lease.	<b>"Tenant's Obligation(s)"</b>	a covenant or obligation of the Tenant in this Lease;
<b>Commencement Date:</b>	Detailed on Page 1 of this Lease.	<b>"VAT"</b>	value added tax and any tax or duty of a similar nature substituted for it or in addition to it;
<b>End Date:</b>	Detailed on Page 1 of this Lease.	<b>"Utilities"</b>	water, sewerage, electricity, gas, telecoms including broadband and any other services. Or such other at the Landlord's discretion;
<b>Contractual Term:</b>	Detailed on Page 1 of this Lease.	<b>"Working Day"</b>	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
<b>Tenant Break Date:</b>	Detailed on Page 1 of this Lease and in accordance with Clause 9 of this Lease.	<b>Miscellaneous</b>	
<b>Tenant Break Notice Period:</b>	Detailed on Page 1 of this Lease.	In this Lease:	
<b>Landlord Break Date:</b>	Detailed on Page 1 of this Lease. And in accordance with Clause 10 of this Lease.	1.3.1	<b>"Landlord"</b> includes any person from time to time entitled to the immediate reversion to this Lease;
<b>Landlord Break Notice Period:</b>	Detailed on Page 1 of this Lease.	1.3.2	<b>"Tenant"</b> 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;
<b>Landlord's Works:</b>	The works to be undertaken by the Landlord as set out on the attached Appendix as detailed on Page 1 of this Lease.	1.3.3	an obligation owed by more than one person is owed by them jointly and severally;
<b>Landlord's Works Completion Date:</b>	The date by which the Landlord has undertaken to complete the works set out in the attached Appendix to this Lease.	1.3.4	an obligation by the Tenant not to do something includes an obligation not to permit or allow it to be done;
<b>Rent:</b>	Detailed on Page 1 of this Lease being inclusive of the cost of Insurance but exclusive of Utilities used at the Building and at the Premises and exclusive of Outgoings (including rates) and VAT.	1.3.5	a reference to a clause is a reference to a clause of this Lease;
<b>Rent Payment Dates:</b>	The first instalment of Rent, detailed on Page 1 of this Lease, which is due before this Lease commences. Rent is payable in advance on the first day of each calendar month hereafter.	1.3.6	a reference to the end of the Contractual Term is to the end of the Contractual Term however it terminates;
<b>Service Charge:</b>	The Tenant will also pay the amount set, detailed on Page 1 of this Lease, plus VAT as a Service Charge per calendar month. Such amount to be paid on the first day of each calendar month and prorated for partial months.		
<b>Deposit:</b>	The amount detailed on Page 1 of this Lease.		

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

## 1. INTERPRETATION

### 1.1 Particulars & Key Terms

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:

<b>"1954 Act"</b>	the Landlord and Tenant Act 1954;
<b>"Conduits"</b>	all conducting media and tanks and apparatus for the supply of Utilities and all structures, machinery and equipment ancillary to such media;
<b>"Estate"</b>	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;
<b>"Insured Risks"</b>	the risks against which the Landlord insures in accordance with clause 5;
<b>"Interest"</b>	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

1.3

- 1.3.7 a consent/approval of the Landlord to be valid shall be given in writing; given reasonable notice (which need not be in writing) to the Tenant;
- 1.3.8 an approval of the Landlord shall not be valid unless it is in writing and specifically no oral variation will be valid unless confirmed by the Landlord in writing; (iv) the right to enter the Premises at any time for the call point alarm checks or to take meter readings;
- 1.3.9 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; (v) at any time during the Contractual Term, the full and free right to develop land other than the Building as the Landlord may think fit subject to reasonable access to the Building.
- 1.3.10 any payment or other consideration to be provided to the Landlord is exclusive of VAT;
- 1.3.11 "include", "includes" and "including" are deemed to be followed by the words "without limitation";
- 1.3.12 any termination of this Lease is without prejudice to any then accrued claims of any party against any other;
- 1.3.13 a reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them;
- 1.3.14 unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that legislation or legislative provision and all orders, notices, codes of practice and guidance made under it;
- 1.3.15 a reference to **writing** includes email.

The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

### 3. TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord:

- 3.1 To pay the Rent due under clause 2.1 by equal instalments in advance on the Rent Payment Dates. The first payment to be made on the date of this Lease without deduction, counterclaim or set-off and (if required, by the Landlord) to pay by standing order or direct debit.
- 3.2 To pay the Deposit as security for the Tenant's Obligations. The Landlord may at any time withdraw from the Deposit an amount equal to any unpaid rents or other sums payable under this Lease and any costs, damages and expenses reasonably and properly incurred by or payable to the Landlord in consequence of any failure by the Tenant to comply with the Tenant's Obligations. The Deposit will be repaid to the Tenant within 4 weeks of the end of the Contractual Term if all the Tenant's Obligations have been paid and discharged in full.
- 3.3 Promptly to pay all Outgoings relating to the Premises to the relevant authority and if any Outgoings are payable in respect of the Premises together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total.
- 3.4 To pay all costs in connection with the supply and removal of Utilities to or from the Premises based on day rate usage or such other equitable basis as the Landlord in its absolute discretion may determine, including (but is not limited to) any Climate Change Levy costs. If any such costs are charged in respect of the Premises together with other property (including the remainder or any other part of the Building), the Tenant shall pay a fair proportion (determined conclusively by the Landlord) of the total. The recharged amount for Utilities will include an administration fee by the Landlord in the sum of 10% of the Tenant's proportion of the recharged Utility (kWh/M<sup>2</sup>) costs and the Climate Change Levy costs. Furthermore, the Landlord shall charge the Tenant a fee of 50% of the Tenant's proportion of the Standing Charge in respect of the Utilities which, subject to the Landlord being able to increase this cost if reasonable to do so, will include (but is not limited to) the following:- management time, infrastructure installation and maintenance costs, the costs of arranging contracts with utility companies, assessing comparative costs, covering the risk of bad debts, meter readings and communicating with utility companies, and any other costs deemed reasonable by the Landlord. The recharged amount for Utilities will be based on the most recent kWh/M<sup>2</sup> unit charges received by the Landlord from the utility company. Any discounts the Landlord receives from utility companies, including (but is not limited to) discounts received for paying by direct debit, will not be passed on to the Tenant. Premises are billed quarterly (every 3 months), however Premises with high energy usage will be billed monthly.
- 3.5 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease. Every obligation on the Tenant under or in connection with this Lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 3.6 To maintain the Estate, Premises, Building and access to all areas in good repair and to keep the Estate, Premises, Building and all areas clean & tidy (please refer to the Important Notices section of the Tenant Guide). The Tenant is liable for the repair, restoration, rebuilding, or replacement, or any combination thereof, to any damage to the Estate, Premises, Building and all areas caused by the Tenant, employees of the Tenant and visitors to the Tenant, including customers and suppliers (save where insurance monies are irrecoverable due to a Tenant's Default). The Tenant shall not be obliged to put the Premises into any better state of repair than it is in at the date of this Lease as evidenced by the Schedule of Condition or signed photographic record signed by the Landlord and Tenant.
- 3.7 If the Tenant has to change a lock or add/replace a padlock, the Landlord must be made aware. The Tenant must ensure that the Landlord has a key/code to ensure that the Landlord can access the Premises at any time. External key boxes cannot be installed without the written consent of the Landlord.
- 3.8 The Landlord may enter the Premises to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition of the Premises. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Premises and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 3.9 To permit the exercise of all Reservations. Please refer to clause 2.4
- 3.10 Not to alter or add to the Premises or any Conduits or make any alterations to the Premises however minor or run any new Conduits without the written consent of the Landlord.

## 2. GRANT

- 2.1 The Landlord lets the Premises to the Tenant for the Contractual Term with the Tenant paying to the Landlord the Rent, the Service Charge and all VAT in respect of them, and all other sums due under this lease.
- 2.2 The grant is made together with the ancillary rights set out in clause 2.3 excepting and reserving to the Landlord the rights set out in clause 2.4 and subject to all rights, restrictions and covenants affecting the Building including the matters referred to at the date of this Lease in the Landlord's Title Number. Save as set out in clause 2.3 the grant of this Lease does not create by implication any easements or other rights for the benefit of the Premises or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded. Save as set out in clause 2.3 the Premises are let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.
- 2.3 The Landlord grants to the Tenant the following rights except where stated in common with the Landlord and any other person authorised by the Landlord.
- (i) the right of support and protection from those parts of the Building that afford support and protection for the Premises at the date of this lease and to the extent that such support and protection exists at the date of this lease.
- (ii) shared use of any Conduits at the Building which serve the Premises and belong to the Landlord 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.
- (iii) the exclusive right for the Tenant, its employees and visitors to use the Car Parking Spaces but only for the purpose of parking one roadworthy & validly taxed vehicle in each space.
- (iv) a right of access and egress over all designated roadways on the Estate with or without vehicles (as appropriate) at all times for all purposes in connection with the use of the Premises for the Permitted Use or to access the Car Parking Spaces.
- 2.4 The following rights are excepted and reserved from this Lease to the Landlord and anyone else authorised by the Landlord (the **Reservations**):
- (i) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Contractual Term;
- (ii) the right to:  
A) use and connect into Conduits at the Premises;  
B) install and construct new Conduits at the Premises to serve any part of the Building or any other property;
- (iii) the right to enter the Premises for any purpose mentioned in this Lease or connected with it or with the Landlord's interest in the Building or the Estate or any other property or to carry out any works to any other part of the Building, at any reasonable time and, except in the case of an emergency, after having

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.		cleaned. The Tenant must be available between 9 am and 5 pm on the last Working Day before the end of the Contractual Term (or earlier as agreed by the Landlord) to meet with the Landlord in order to inspect and vacate the Premises.
3.12	Not to have any signs on the outside of the Premises.	3.31	To pay £25 plus VAT per key if the key(s) is not returned within 48 hours of the end of the Contractual Term. The Tenant hereby authorises this to be deducted from the Deposit.
3.13	Not to part with, assign, underlet, charge or share possession or occupation of this Lease or 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.	3.32	The Tenant is liable for all Utility charges, including any standing charges, until the end of the Contractual Term, even if the Tenant moves out of the Premises before the end of the Contractual Term.
3.14	To give to the Landlord promptly a copy of any notice, order, permission or proposal affecting the Premises or their use.	3.33	The Tenant is liable for all Outgoings until the end of the Contractual Term even if the Tenant moves out of the Premises save for if the Tenant has validly exercised the Tenant Break Date, the Tenant will not be liable for the Outgoings after this Break Date and complied with clause 3.30 of this Lease.
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.	3.34	If the Landlord, his agent or contractor are required to attend at the Premises for reasons outside of their control (for instance to make the Premises secure) a fee of £25 plus VAT per hour (plus travel time) will be charged to the Tenant.
3.16	Not to use the Premises otherwise than for the Permitted Use.	3.35	To pay the Landlord £25 plus VAT for each occasion the Landlord has to telephone or write to the Tenant to chase for payment of any sum due under this Lease because payment has not been received in accordance with this Lease irrespective of whether payment is ultimately made.
3.17	To comply with all Laws which affect the Building and/or the use of the Premises by the Tenant and specifically all laws relating to fire, health and safety and to undertake a Fire Risk Assessment in respect of the Premises and the Tenants use of the Premises and to implement appropriate measures subject to permission of the Landlord and to provide the Landlord on demand with all documentation requested by the Landlord as evidence that the Tenant is complying with all health and safety legislation included but not limited to:	3.36	Without prejudice to the other terms of the Lease the Tenant is responsible for replacing/maintaining the following items should they need replacing or maintenance work during the Lease: toilets and sinks, internal and external lightbulbs including emergency ones, taps including washers, locks and roller door motors/fixings, replacing any window glass that becomes cracked or broken, plus any other items that need replacing subject to general wear & tear.
	(i) signed health and safety policy statement;	3.37	Any physical changes to the Premises, however minor, must be approved by the Landlord before any Works commence. Once received in writing a Rent review will take place and when approval is granted by the Landlord a Confirmation of Approval for Tenant's Proposed Works must be signed by the Tenant and the Landlord. Adding a new floor or mezzanine will increase the size of your unit and will increase your rent. The additional space will be charged at 50% of the existing rate per ft <sup>2</sup> . At the end of your Lease you may be asked to remove the Works and make good at your expense.
	(ii) a copy of the fire risk assessment;	3.38	If the Landlord has given written consent to any physical changes to the Premises to be undertaken by the Tenant, the Tenant is responsible to ensure the changes are compliant with relevant Building Control legislation, regulation and guidance. The Tenant will provide a Building Regulations Completion Certificate to the Landlord from an Approved Building Control Inspector approved by the Landlord to the effect that the works are compliant. The Tenant will be responsible for the Building Control Inspector's fees and any associated costs in gaining such approval.
	(iii) a copy of the portable appliance testing register;	3.39	If the Tenant does not comply with its obligations in clause 3.30 or if there are arrears of Rent at the end of the Contractual Term then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to Rent at the rate prior to the end of the Contractual Term until such time as those obligations have been complied with and arrears paid unless agreed otherwise in writing by the Landlord.
	(iv) a copy of the company public liability and contents insurance;	3.40	The Landlord operates a no dog/pet policy with the exception of guide dogs. The Tenant is not permitted to have or keep animals in the Premises or on the Estate unless authorised in writing by the Landlord.
	(v) noise testing certificate, if requested.	3.41	The Tenant has been provided with a copy of the Tenant Guide. In the event of any conflict between the Lease and the Tenant Guide then the terms of this Lease prevail.
3.18	To pay to the Landlord on demand all reasonable Landlord's expenses (assessed on a full indemnity basis), properly incurred charged or payable by the Landlord whether incurred during or after the end of the Contractual Term in connection with or in contemplation of:	3.42	The Landlord can require the Tenant to move from the Premises with two weeks' notice so long as the Landlord provides suitable alternative premises at the Estate.
	(i) an application for consent or approval under this Lease;	3.43	A change in ownership or permitted use of the Tenant gives the Landlord the right to end this Lease.
	(ii) the enforcement of the tenant covenants of this Lease;		
	(iii) the preparing and serving of any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is otherwise than by relief granted by the court.		
3.19	To indemnify the Landlord against all Liability arising from a Tenant's Default.		
3.20	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.		
3.21	Not to cause any damage to the Building or Conduits or overload it or them.		
3.22	Not to obstruct or park on any part of the Estate other than the Car Parking Space(s) allocated to the Tenant if applicable (other than whilst loading or unloading in connection with the Permitted Use) or to leave anything in or on it.		
3.23	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.		
3.24	To notify the Landlord immediately if the Tenant ceases to occupy the Premises.		
3.25	Not to operate any machinery at the Premises nor to carry out any industrial processes unless agreed otherwise in writing by the Landlord.		
3.26	Not 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 unless the Landlord has agreed otherwise in writing.		
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 Deposit the time costs of the Landlord in re-establishing supply with the original supplier (such cost to be conclusively determined by the Landlord).		
3.30	At the end of the Contractual Term to return the Premises clean and tidy and in the same condition, or better, as documented by the Schedule of Condition or signed photographic record signed by the Landlord and Tenant. This includes removing everything the Tenant has installed (making good any damage caused in doing so) and delivering the Premises to the Landlord with vacant possession and in accordance with the Tenant's Obligations, redecoration as required, removing fixtures and all items belonging to the Tenant and making good any fixing holes. Carpets must be professionally steam		
		<b>4. LANDLORD'S OBLIGATIONS</b>	
			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 except as otherwise permitted by this Lease.
		4.2	Subject to clause 4.3, to use reasonable endeavours to keep the Building of which the Premises forms part in a reasonable state of repair having regard to their construction and age and any Conduits in working order.
		4.3	The Tenant agrees that the Landlord will not be in breach of its obligations in clause 4.2 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.
		4.4	To carry out the Landlord's Works.
		<b>5. INSURANCE</b>	
		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 against provided that such insurance is available in the market on reasonable terms acceptable to the Landlord.
		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.

5.4 If the Premises or means of access to them are damaged or destroyed by any of the Insured Risks or by a risk against which the Landlord is not obliged to insure pursuant to clause 5.1 so as to make the Premises unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Premises fit for occupation and use within 12 months of its occurrence, either the Landlord or the Tenant (provided the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Premises with the actual or implied authority of the Tenant) may by 14 days' notice to the other terminate this Lease if it has not by then already ended. Termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this Lease.

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

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

The parties confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, not less than 14 days before this Lease was entered into;
- (ii) the Tenant or a person who was duly authorised by the Tenant to do so made a declaration in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (iii) there is no agreement for lease to which this Lease gives effect.

## 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 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store, sell or dispose of any stock, chattels, fittings or items it has fixed to the Premises and which have been left by the Tenant on the Premises after the end of the Contractual Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of all costs incurred by the Landlord in relation to the same and in respect of any claim made by a third party in relation to that storage or disposal.

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 and shall have no remedies in respect of the same but nothing in this clause will however operate to limit or exclude any liability for fraud or deliberate misrepresentation.

7.5 This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

7.6 Once the Schedule of Condition has been sent by the Landlord the Tenant has a two week period to sign and return the document or highlight any proposed amendments. Failure to return the Schedule of Condition within two weeks will breach this Lease and the Landlord has the right to terminate the Lease with immediate effect.

7.7 If any provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

## 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:

- (i) the Tenant, if a company, is subject to any of the following events:
  - A) an administration order is made in relation to the Tenant;
  - B) an administrator, receiver, manager or administrative receiver is appointed in relation to the Tenant or any of its property;
  - C) a winding up order is made in respect of the Tenant; or
  - D) the Tenant is struck off the Register of Companies;
- (ii) the Tenant, if an individual, has a bankruptcy order made against the Tenant.
- (iii) any distress or execution is levied against the Tenant's goods at the Premises;
- (iv) 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);
- (v) the Tenant is in breach of any of the Tenant's Obligations; or
- (vi) ownership of the Tenant changes or there is a change of use of the Premises.

## 9. TENANT BREAK OPTION

9.1 The Tenant may terminate this Lease by serving a Tenant Break Notice on the Landlord.

9.2 A Tenant Break Notice served by the Tenant shall be of no effect if, at the Tenant Break Date:

- (i) the Tenant has not paid any part of the Rent, Service Charge or any other sums under this Lease, or any VAT in respect of them, which was due to have been paid; or
- (ii) vacant possession of the whole of the Premises is not given; or
- (iii) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Premises.

9.3 Subject to clause 9.2 following service of a Tenant Break Notice this Lease shall terminate on the Tenant Break Date.

9.4 Termination of this lease on the Tenant Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

9.5 If this Lease terminates in accordance with clause 9.3 then, within 45 days after the Tenant Break Date, the Landlord shall refund to the Tenant the proportion of the Rent and Service Charge, and any VAT paid in respect of it, for the period from and excluding the Tenant Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis less any sums under this Lease which should have been paid by the Tenant up to and including the Tenant Break Date which shall first be deducted by the Landlord.

## 10. LANDLORD BREAK OPTION

10.1 The Landlord may terminate this Lease at any time by serving a Landlord Break Notice on the Tenant.

10.2 Following service of a Landlord Break Notice this Lease shall terminate on the Landlord Break Date.

10.3 Termination of this Lease on the Landlord Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this Lease.

10.4 If this Lease terminates in accordance with clause 10.2 then, within 45 days after the Landlord Break Date, the Landlord shall refund to the Tenant the proportion of the Rent, and any VAT paid in respect of it, for the period from and excluding the Landlord Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis less any sums under this Lease which should have been paid by the Tenant up to and including the Landlord Break Date which shall first be deducted by the Landlord.

## 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.

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