



# **EVIDENCE OF PHYSICAL PRESENCE**

## **UNITED KINGDOM**

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#### **EAA UK Inspections Ltd (EAA Japan Owned)**

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#### **M and BM Motors (Vehicle Inspector)**

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# EAA UK INSPECTIONS LIMITED

Company number **11808561**

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Registered office address

**Capstan House Opposite 24 Berth, Tilbury Freeport, Tilbury,  
Essex, United Kingdom, RM18 7HL**

Company status

**Active**

Company type

**Private limited Company**

Incorporated on

**5 February 2019**

## Accounts

Next accounts made up to **28 February 2023**  
due by **30 November 2023**

Last accounts made up to **28 February 2022**

## Confirmation statement

Next statement date **30 June 2023**  
due by **14 July 2023**

Last statement dated **30 June 2022**

## Nature of business (SIC)

96090 - Other service activities not elsewhere classified

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DATED

2021

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PORT OF TILBURY LONDON LIMITED (1)

EAA UK INSPECTIONS LIMITED (2)

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LEASE

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Relating to

Land and offices known as Capstan House, Port of  
Tilbury

THIS AGREEMENT is made on

2021

BETWEEN:

- (1) **PORT OF TILBURY LONDON LIMITED** (Company Registration Number 02659118) whose registered office is at Leslie Ford House, Tilbury Freeport, Tilbury, Essex, RM18 7EH ("the Port")
- (2) **EAA UK INSPECTIONS LIMITED** (Company Registration Number 11808561) whose registered office is at Capstan House, Opposite 24 Berth, Tilbury Freeport, Tilbury, Essex UK, RM18 7HL ("the Tenant")

WHEREBY

1. In this Agreement

<b>Accessway</b>	means the non-exclusive accessway as shown shaded green on the Plan;
<b>Authorised Use</b>	office use only in connection with the <b>Tenant's business as an inspection agency</b> and no other use whatsoever;
<b>Break Notice</b>	means written notice to terminate this Lease specifying the Port's Break Date or the Tenant's Break Date (as the case may be);
<b>the General Terms</b>	means the General Terms and Conditions relating to Leases and Tenancies of the Port's premises (2013 Edition);
<b>Plan</b>	means the plan numbered PO661 as annexed hereto;
<b>the Port's Break Date</b>	means 1 April 2022 or any time thereafter;
<b>the Premises</b>	means the land and office premises thereon known as Capstan House, opposite 24 Berth, at the Port of Tilbury, Essex, shown for the purpose of identification only coloured pink on the Plan;
<b>the Rent</b>	£5,100.00 (five thousand one hundred pounds) per annum (exclusive of VAT);
<b>the Rent Payment Dates</b>	means 1 January, 1 April, 1 July and 1 October ;
<b>the Tenant's Break Date</b>	the 1 April 2022 or any time thereafter;

2. The Port hereby grants to the Tenant a tenancy of the Premises at the Rent for a term of three (3) years from 1 April 2021 ("the Term") together with (a) a right to park cars (such number spaces as permitted by the Port) for the Tenant and its visitors, subject to such cars being road worthy and fully taxed, and (b) non-exclusive access over the Accessway, subject always to the Tenant keeping such Accessway clear and unobstructed at all times, and c) subject to the rights, obligations and conditions contained in the General Terms so far as the same are not varied by or inconsistent with the express provisions of this Agreement.
3. The Tenant hereby covenants with the Port:
  - 3.1 to pay the Rent quarterly in advance by direct debit on the Rent Payment Dates;
  - 3.2 to observe and perform the conditions and obligations contained in the General Terms;
  - 3.3 not to use the Premises for any purpose other than the Authorised Use;
  - 3.4 not at any time to overload the Premises or part of the Premises;
  - 3.5 without prejudice to the express provisions in the General Terms to pay for all utilities consumed at the Premises at the Ports tariff for utilities as published from time to time, such utilities to be payable quarterly upon demand by the Port;
  - 3.6 the Tenant shall reimburse (upon demand) the cost of insuring the Premises and a reasonable proportion of the common cost of insuring the office building known as Capstan House situated on the Premises;
  - 3.7 to pay all VAT, local authority or business rates as applicable to the Premises;
  - 3.8 pay a reasonable and proportionate contribution to the cost of repair and maintenance of the Accessway.
4. The Port hereby covenants with the Tenant to observe and perform the provisions of Part 5 of the General Terms.
5. The Tenant acknowledges that more than 14 days prior to the date hereof, the Port served upon it a Notice substantially in the form set out in Schedule 1 of the Regulatory Reform (Business Tenancies England and Wales) Order 2003 and that it has signed the Declaration set out therein, and accordingly the Port and the Tenant agree that the provisions of the Landlord and Tenant Act 1954 Section 24 to 28 (inclusive) shall not have effect in relation to this Lease.



PORT OF  
**TILBURY**  
LONDON

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## **GENERAL TERMS AND CONDITIONS**

**Relating to Leases at Tilbury Port**

2013 Edition

PORT OF TILBURY LONDON LTD

A member of the FORTH PORTS LIMITED group

## PART 2

### THE PORT AND PERSONS AUTHORISED BY THE PORT SHALL HAVE TO FOLLOWING RIGHTS OVER THE PREMISES

1. To use for any purposes and to place, maintain, connect to and replace any Service Connections which serve other parts of the Dock but which are from time to time on, in, under or over the Premises including any Service Connections laid by the Tenant pursuant to the Terms of the Lease.
2. To enter the Premises at any time, without notice in an emergency but otherwise at a reasonable time in the daytime after giving reasonable notice, with or without workmen, plant and equipment -
  - (a) to make inventories of the fixtures (other than tenant's fixtures);
  - (b) for any purpose in connection with the Port's undertaking including the placing, maintenance or replacement on, in, under or over the Premises of Service Connections to serve other parts of the Dock;
  - (c) to inspect the Premises;
  - (d) to carry out repairs or alterations for the benefit of other parts of the Dock;
  - (e) to carry out repairs (if any) for which the Tenant is not responsible hereunder;
  - (f) to exercise the Port's default powers under Part 3, paragraph 1 and 3; and
  - (g) during the last three months of the Term to fix and display unobscured in a suitable position an advertisement that the Premises are available for disposal.
3. To use any nearby or adjacent part of the Dock including the air space above the Premises for any purpose notwithstanding any adverse effect on the Premises.
4. All rights and privileges whatsoever used or enjoyed by the Port or its tenants or licensees as occupiers of nearby land.
5. To discontinue its operation of the Dock or any part thereof notwithstanding any adverse effect on the Tenant or on the Premises.
6. Provided that vessels can be berthed alongside the Premises and the Lease grants the right to the Tenant to berth vessels alongside the Premises
  - (a) to moor vessels alongside the Premises for so long as the Tenant is not mooring a vessel for any use permitted by the Lease and to pass and repass over and along the Premises with or without vehicles to and from vessels so moored;
  - (b) to use for the loading, landing, reception and delivery of cargo from a vessel so moored, any part of the Premises which for the time being is not occupied by the Tenant for any use permitted by the Lease.

but the Port undertakes not to exercise either of these rights without reasonable regard to the Tenant's business and without prior consultation provided that the validity of the exercise of

## PART 3

### THE LEASE IS SUBJECT TO THE FOLLOWING PROVISIONS

#### PORT'S DEFAULT POWERS

1. If the Tenant fails to remedy any breach of any of its obligations under the Lease within a reasonable time after receiving notice from the Port so to do the Port may, without being under an obligation so to do, remedy the breach itself at the Tenant's expense and the Tenant shall, forthwith upon demand pay to the Port the Port's charges for so doing.

#### TENANT'S RIGHTS

2. (a) The Tenant shall have access to and egress from the Premises over such of the Dock roads and paths as, from time to time, are available for that purpose but not less than one means of landward access and egress shall, at all times, be available for the Tenant ;  
  
(b) PROVIDED THAT if the Plan designates one or more of the following facilities namely an Accessway, Footpath, Common Parts and Toilets the Tenant shall have for the benefit of the Tenant and persons authorised by the Tenant a right over each of the said facilities designated on the Plan as follows
  - (i) of way with or without vehicles over the Accessway;
  - (ii) of way on foot only over the Footpath;
  - (iii) of way on foot only over the Common Parts together with the right to use the kitchen (if any) forming part of the Common Parts;
  - (iv) to use the Toilets .  
(c) The Tenant shall be entitled, subject to Part 3 paragraph 12 and Part 4 paragraph 21, to the unobstructed passage of water, soil, gas, electricity telecommunications and media signals from and to the Premises through the Service Connections of the Port which serve but are not within the Premises;

**PROVIDED THAT** the Tenant shall not have any rights over the Dock other than those expressly granted by the Lease and, without prejudice to the generality of the foregoing light and air coming to and over the Premises from other parts of the Dock shall be deemed to be enjoyed with the Port's revocable consent.

#### RE-ENTRY

3. The Port may re-enter the Premises and hold and enjoy them as if the Lease had not been granted in any of the following events
  - (a) if any Rent is unpaid for 14 days after becoming due whether formally demanded or not;
  - (b) if the Tenant is in breach of any of its obligations to the Port;
  - (c) if the Tenant or the Guarantor becomes Insolvent;



## **PART 4**

### **TENANT'S OBLIGATIONS**

#### **PRINCIPAL RENT**

1. To pay by direct debit or standing order the Principal Rent to the Port without deduction by equal payments in advance on the Payment Dates.

#### **INSURANCE RENT, INTEREST RENT, SERVICE CHARGE RENT AND MISCELLANEOUS RENT**

2. To pay Insurance Rent Interest Rent, Service Charge Rent and Miscellaneous Rent (if any) on the Payment Dates.

#### **VALUE ADDED TAX**

3. To pay to the Port any VAT properly demanded which must be paid on the same day as the sum which gave rise to VAT.

#### **OUTGOINGS**

4. To pay all outgoings whatsoever in respect of the Premises whether payable by the owner or occupier including, without prejudice to the generality of the foregoing, business rates, payments related to CRC, Climate Change Levy, taxes, duties, impositions, charges and assessments, whether single or recurring, or of the nature of income and capital and whether a replacement for an item payable at the date of the Lease or an entirely item coming into force after the date of the Lease but excepting tax payable by the Port in respect of rent and other payments arising under the Lease or associated agreement and tax payable as a result of any dealing with any reversion mediately or immediately expectant on the Term.

#### **REPAIR AND DECORATION**

5. To put and keep the Premises in good repair and decorative condition and in working order and to keep the same clean and tidy and in particular, without prejudice to the generality of the foregoing
  - (a) (if the Lease is for a Term of 5 years or more) in every fifth year and whatever the length of Term, during the last six months before the end of the Term to paint, varnish and colour in a workmanlike way the inside wood, metalwork and other surfaces of the Premises (including all Service Connections and heating equipment which are within but do not form part of the Premises) which are usually or ought for their protection to be painted, varnished and coloured with one primer coat (where appropriate) and one undercoat and one top coat of paint or other suitable materials of a quality and colour approved by the Port Engineer;
  - (b) (if the Lease is for a Term of 3 years or more), in every third year and whatever the length of Term during the last six months before the end of the Term to paint, varnish and colour in a workmanlike way the outside wood, metalwork and other surfaces of the Premises which are usually or ought for their protection to be painted, varnished and coloured with one primer coat (where appropriate) and one undercoat and one top coat of paint or other suitable materials of a quality and colour approved by the Port Engineer;

## PART 5

### OBLIGATIONS OF THE PORT

#### THE PORT'S OBLIGATIONS ARE:-

1. If the Tenant shall perform and observe the Tenant's obligations under the Lease the Tenant shall peaceably enjoy the Premises until the end of the Term without any interruption by the Port or any person lawfully claiming through under or in trust for the Port.

2. To make good any physical damage to the Premises caused by the exercise of any right reserved out of the Lease to the Port and in the exercise of any such right to cause as little physical inconvenience to the Tenant as may be reasonably practicable.

**PROVIDED THAT** without prejudice to any other provision of the General Terms the Port shall not be obliged to perform an obligation or to provide any service or facility to the Tenant ("Duty") and such failure shall not constitute a breach of duty under the General Terms and/or under the Lease where such Duty is, or in the reasonable provision of the Port likely to be rendered impossible or substantially more difficult as a result of any cause, event or occurrence which the Port was unable to prevent or could not reasonably be expected to prevent having due regard to the interests of the Port including, but without prejudice to the generality of the foregoing, as a result of any of the following causes, events or occurrences –

1. Act of God, storm, tempest and flood;
2. Fire, explosion or impact from vehicles, vessels and/or aircraft;
3. The failure of any mechanical appliance;
4. Damage to the lock entrance of the Dock;
5. Strikes, combinations and lockouts, working to rule, go slow or other form of industrial action by any person, whether official or unofficial;
6. Scarcity of labour, Plant, materials, equipment, storage areas or other facilities;
7. Civil commotion;
8. Restrictions imposed under any Act;
9. Acts of foreign governments or the Queen's enemies;
10. Theft or wilful damage howsoever caused;
11. Any act or omission or delay or default or negligence of the Port or of any of its servants or agents or of any person for whom the Port is responsible in law which is considered necessary, or requisite for the safety or preservation of any person's Premises or goods ; and/or



**Notes**

1. The information on this plan is based on the information provided to the City of Tilbury and is not a guarantee of accuracy. The City of Tilbury is not responsible for any errors or omissions on this plan.

**TILBURY**  
City of Tilbury

Legend

- Eastern Transit Area
- Capital House Lease Plan
- MTR

Scale	1:1000
Date	2023/07/10

DocuSigned by:  
  
303930745000410

DocuSigned by:  
*Peter Ward*  
303930745000410

IN WITNESS whereof the parties hereto have set their signatures, the date and year first above written

**EXECUTED** as a Deed by  
**PORT OF TILBURY LONDON LIMITED**  
acting by [ ], a director  
in the presence of:-

DocuSigned by:  
*Peter Ward*  
2D935B745C8C410  
.....  
Signature

DocuSigned by:  
*Emma McAslan*  
2D0C26EE83BC419  
.....

W  
I  
T  
N  
E  
S  
S

Signature .....  
Name Emma McAslan .....  
Address Address .....  
.....  
Occupation solicitor .....

**EXECUTED** as a Deed by  
**EAA UK INSPECTIONS LIMITED**  
acting by [ ],  
a director  
in the presence of:-

DocuSigned by:  
*[Signature]*  
16B8C28CABF44FE  
.....  
Signature

DocuSigned by:  
*Sayer 美咲*  
62D65E484708410  
.....

W  
I  
T  
N  
E  
S  
S

Signature .....  
Name Misako Sayer .....  
Address 1-31-7 Ooanaminami Funabashi City Chiba Pref. Japan 274-0067 .....  
.....  
Occupation Administration Officer .....

EAA - UNITED KINGDOM – ADMINISTRATION OFFICE

EAA UK INSPECTIONS LTD – CAPSTAN HOUSE PORT OF TILBURY, ESSEX – RM18 7HL

TEL: +44 7717 893519 – UK Business License No. 11808561





**CONTRACT**

**BETWEEN**

**EAA COMPANY LIMITED (EAA)**

**AND**

**M & BM MOTORS LTD**

**FOR**

**PROVISION OF SERVICES**

**FOR**

**PRE-SHIPMENT ROAD WORTHINESS INSPECTION SERVICES FOR USED  
MOTOR VEHICLES**

**November, 2022**

## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the 23<sup>rd</sup> day of the month of November, 2022, between, on the one hand, **EAA Company Limited (EAA)**, a used vehicle pre-shipment inspection specialist and having its principal place of business at 1-20-5-101 Rinkan, Yamato City, Kanagawa, 242-0003 Japan. Telephone: +81 46 205 7611, Facsimile number: +81 46 205 7610, Electronic mail address: info@eaa-s.jp and the Service Provider under this Contract, namely, **M & BM Motors (M&BM)**, having its principal place of business at **Unit 42, Tower Road, Globe Industrial Estate, Grays, Essex RM17 6ST**.

- (a) EAA has requested the Service Provider (M&BM) to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider (M&BM), having represented to EAA that they have the required professional skills, and personnel and technical resources, have agreed to provide the Road worthiness Inspection Services on the terms and conditions set forth in this Contract at a contract price of £42 plus VAT per vehicle (regardless of size or type).

NOW THEREFORE the parties hereto hereby agree as follows:

1. The mutual rights and obligations of EAA and the Service Provider (M&BM) shall be as set forth in the Contract, in particular:
  - (a) the Service Provider (M&BM) shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) EAA shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **EAA Company Limited**

Director: Raymond Lee Saver  
*Authorized Representative*



EAA Company Limited witness

Prosper Sugai

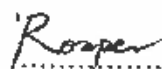
Director

.....

.....

Name:

Position:



.....  
Signature:

For and on behalf of **M&BM Motors Limited**

Name: **SIMON YOUNG**  
Authorized Representative

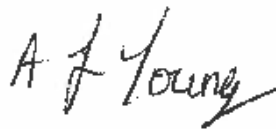
Position: **DIRECTOR**

Signature: 

M&BM Motors Limited witness

Name: **AMANDA YOUNG**

Position: **ACCOUNTS MANAGER**

Signature: 



# Part II – Activity Schedule

## 1. Pricing

The pricing under the contract will relate to the pre-shipment road worthiness inspection of used motor vehicles from the United Kingdom. The agreed inspection fee will be as follows:

The United Kingdom : £42.00 + VAT

## 2. Scope

The Service Provider shall be responsible for undertaking, on behalf of EAA, testing of all used motor vehicles for roadworthiness as required by the UK MOT periodic inspection standards. The following main inspection parameters relate to the EAA roadworthiness requirements:

- Brake and sideslip
- Exhaust emissions
- Lighting
- Structural integrity
- Corrosion
- Sound (horn/exhaust)
- Tyres (meet UK MOT standards)

## Section III. General Conditions of Contract

### A. General Provisions

- 1.1 Applicable Law** The Contract shall be interpreted in accordance with the laws of the United Kingdom.
- 1.2 Language** This Contract has been executed **English**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

- 1.3 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, facsimile or email to such Party at the address **specified in the SCC.**
- 1.4 Location** The Services shall be performed within the United Kingdom (principally at the M & BM Motors Ltd Inspection Centre, Grays).
- 1.5 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the EAA or the Service Provider (M&BM) may be taken or executed by the officials **specified in the SCC.**
- 1.6 Inspection and Audit** The Service Provider shall permit EAA to inspect its inspection records relating to the performance of the Services.
- 1.7 Taxes and Duties** The Service Provider (M&BM), Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

## **2. Commencement, Completion, Modification, and Termination of Contract**

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.**
- 2.2 Commencement of Services**
- 2.2.1 Starting Date** The Service Provider (M&BM) shall start carrying out the Services no later than thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.**
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force

Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## **2.6 Termination**

**2.6.1 By EAA** EAA may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider

**2.6.2 By the Service Provider (M&BM)** The Service Provider (M&BM) may terminate this Contract, by not less than thirty (30) days' written notice to EAA.

## **3. Obligations of the Service Provider**

**3.1 General** The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider (M&BM) shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the EAA, and shall at all times support and safeguard EAA's legitimate interests in any dealings with Subcontractors or third parties.

**3.2 Confidentiality** The Service Provider (M&BM), its Subcontractors, and the Personnel of either of them shall not, either during the term or within one (1) year after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the EAA's business or operations without the prior written consent of the Employer.

## **4. Obligations of the Employer**

**4.1 Services** EAA shall make available to the Service Provider (M&BM) all documentation and support material required to carry out the Services as listed within this contract.

## **5. Payments to the Service Provider**

**5.1 Contract Price** (a) The price payable in local currency is **set forth in the SCC**.

## Section IV. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	<i>i.</i> The contract price is as shown in the table below: <b>The price per vehicle</b> United Kingdom : £42 + VAT
1.1(b)	The currency is Great <b>British Pounds</b>
1.1(c)	The Member in Charge for EAA is: Lee Sayer (Director)
1.1(d)	The Service Provider is M&BM Motors Limited (M&BM)
1.1(e)	A monthly signage fee of £500.00 paid to M&BM Motors Ltd
2.1	The date on which this Contract shall come into effect is 2 <sup>nd</sup> December, 2022
2.2	The Starting Date for the commencement of Services is 5 <sup>th</sup> December, 2022
3.1	Payments shall be made according to the following schedule:  EAA or M&BM will collect the inspection fee and M&BM Motors Limited will retain the service fee per vehicle of £42.00 + VAT. Fees reconciliation will take place at the end of each month or as agreed.
4.1	The principle and modalities of auditing of the Services by the EAA are as follows: Testing stations shall be audited at least once a year.

### SUPPLEMENTARY INFORMATION

#### GOOD FAITH

The parties undertake to act in good faith with respect of each other's rights under this contract and to adopt all reasonable measures to ensure the realization of the objectives of this contract.

#### OPERATION OF THE CONTRACT

The parties recognize that it is impractical in this contract to provide for every contingency which may arise during the life of the contract, and the parties hereby agree that it is their intention that this contract shall operate fairly between them, and without detriment to the interest of either of them, and that, if during the term of this contract either party believes that this contract is operating unfairly, the parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. A formal review of the operations shall take place every six (6) months.

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# M & B M MOTORS LIMITED

Company number **11604745**

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Overview
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Registered office address  
**Matrix House, 12-16 Lionel Road, Canvey Island, Essex, United Kingdom, SS8 9DE**

Company status  
**Active**

Company type <b>Private limited Company</b>	Incorporated on <b>4 October 2018</b>
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**Accounts**

Next accounts made up to **30 June 2023**  
due by **31 March 2024**

Last accounts made up to **30 June 2022**

**Confirmation statement**

Next statement date **3 October 2023**  
due by **17 October 2023**

Last statement dated **3 October 2022**

**Nature of business (SIC)**

45200 - Maintenance and repair of motor vehicles



(1) **TRYGVE ADAM HALES** (Landlord)

and

(2) **M & BM MOTORS LIMITED** (Tenant)

and

(3) **MARK WILLIAM PAGE, MARTYN PAGE and SIMON ROBERT YOUNG**  
(Guarantors)

---

**LEASE**

of premises at

Unit 6 Trafalgar Works, Grays, Essex

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**PRESCRIBED CLAUSES**

**LR1. Date of Lease** 2022

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

EX292111

**LR2.2 Other title numbers**

None

**LR3. Parties to this Lease**

**Landlord**

**TRYGVE ADAM HALES**

10 Whitmore Close, Orsett, Grays, Essex RM16 3JE.

**Tenant**

**M & BM MOTORS LIMITED**

(company registration no. 11604745)

whose registered office is at Matrix House, 12-16 Lionel Road, Canvey Island, Essex SS8 9DE.

**Guarantors**

**MARK WILLIAM PAGE** of 2 Rowley Road, Orsett, Essex RM16 3ED, **MARTYN PAGE** of 2 Rowley Road, Orsett, Essex RM16 3ED and **SIMON ROBERT YOUNG** of 8 Woodbridge Way, Stanford-Le-Hope, Essex SS17 0FA.

**Other parties**

None.

**Guarantor**

None.

**LR4. Property**

**In the case of a conflict between this Clause and the remainder of this Lease then, for the purposes of registration, this Clause shall prevail.**

See the definition of "Premises" in Clause 1.1 of this Lease.

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at Clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this Lease**

This Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another Lease of the Premises, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this Lease**

None.

**LR9.3 Landlord's contractual rights to acquire this Lease**

None.

**LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Premises**

None.

**LR11. Easements**

**LR11.1 Easements granted by this Lease for the benefit of the Premises**

None.

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

The easements as specified in Clause 4 of this Lease.

**LR12. Estate rentcharge burdening the Premises**

None.

**LR13. Application for standard form of restriction**

Not applicable

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

Not applicable.

THIS LEASE is dated

24<sup>th</sup> MAY .

2022

## PARTIES

- (1) **TRYGVE ADAM HALES** of 10 Whitmore Close, Orsett, Grays, Essex RM16 3JE (**Landlord**).
- (2) **M & BM MOTORS LIMITED** (company registration no. 11604745) whose registered office is at Matrix House, 12-16 Lionel Road, Canvey Island, Essex SS8 9DE (**Tenant**).
- (3) **MARK WILLIAM PAGE** of 2 Rowley Road, Orsett, Essex RM16 3ED, **MARTYN PAGE** of 2 Rowley Road, Orsett, Essex RM16 3ED and **SIMON ROBERT YOUNG** of 8 Woodbridge Way, Stanford-Le-Hope, Essex SS17 0FA (**Guarantors**).

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions mean:

**Annual Rent:** shall mean £31,500 per Annum for the first three (3) years of the Contractual term and £33,000 thereafter and any interim rent paid pursuant to the LTA1954.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015.

**Contractual Term:** a term of 5 years beginning on, including the date of this Lease and ending on, and including 23 day of MAY . 2027.

**Decoration Year:** means:

- (a) in relation to the inside of the Premises in 2002 and in the last three months of the Term (however determined); and
- (b) in relation to the outside of the Premises in 2022 and in the last three months of the Term (however determined).

**Default Interest Rate:** four percentage points above the Interest Rate.

**Development:** shall have the meaning ascribed to it in the Planning Acts.

**Deposit:** £2650 rising to £2750 at the end of the first three (3) years of the Contractual Term

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Insurance Rent:** the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Premises, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;
- (c) loss of Annual Rent of the Premises for three years; and
- (d) any insurance premium tax payable on the above.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**Interest Rate:** interest at the base lending rate from time to time of The Royal Bank of Scotland plc, or such other bank as shall be nominated by the Landlord from time to time, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

**Landlord's Surveyor:** means any surveyor or firm of surveyors appointed from time to time by the Landlord.

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** MOT Station with ancillary offices and storage falling within Use Class B1 and /or B2 of the Town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted.

**Planning Acts:** the Town and Country Planning Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and, where applicable, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Planning (Hazardous Substances) Act 1990 and any associated or similar legislation regulating the development or use of land.

**Planning Permission:** any consent given or deemed to be given pursuant to the Planning Acts.

**Premises:** all that land and buildings at Unit 6 Trafalgar Works Globe Works Grays Essex, comprising the whole of the title registered at Land Registry with Title Number EX292111 including any alterations carried out during the Term.

**Rent Commencement Date:** the date of this Lease.

**Rent Payment Dates:** the first day of each calendar month

**Reservations:** all of the rights excepted, reserved and granted to the Landlord by this Lease.

**Service Media:** lifts and lift machinery and equipment and all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Tenant's Personnel:** the servants, agents, employees, licensees and invitees of the Tenant.

**Term:** the Contractual Term.

**Third Party Rights:** all rights, covenants and restrictions affecting the Premises including the matters referred to at the date of this Lease in the property and charges register of Title Number EX292111.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this **Lease**, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **Guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Premises** is to the whole and any part of it.
- 1.7 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.8 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with Clause 36.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with Clause 36.5.
- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.10 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.11 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation in this Lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 Any covenant by the Tenant includes an obligation to ensure that the Tenant's Personnel comply with such covenants.
- 1.14 Any covenant by the Tenant not to do any act or thing includes an obligation not to knowingly permit or suffer that act or thing to be done.
- 1.15 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this Lease, they are deemed to have the words "without limitation" following them.
- 1.16 A **person** includes a corporate or unincorporated body.
- 1.17 References to **writing** and **written** do not include faxes or email.
- 1.18 Except where a contrary intention appears, a reference to a Clause or Schedule, is a reference to a Clause of, or Schedule to, this Lease and a reference in a Schedule to a Paragraph is to a Paragraph of that Schedule.
- 1.19 Clause, Schedule and Paragraph headings do not affect the interpretation of this Lease.

## 2. GRANT

- 2.1 At the request of the Guarantor the Landlord lets the Premises to the Tenant for the Contractual Term.
- 2.2 The letting is made together with the ancillary rights set out in Clause 3, excepting and reserving to the Landlord the rights set out in Clause 4, and subject to the Third Party Rights.
- 2.3 The Tenant shall pay the following as rent to the Landlord (the "Rents"):
- (a) the Annual Rent (which shall be payable as set out in Clause 6 (*Annual Rent*)),
  - (b) the Insurance Rent which shall be payable as set out in Clause 7 (*Insurance*);
  - (c) all interest payable under this Lease; and
  - (d) all other sums due under this Lease.

### 3. ANCILLARY RIGHTS

Neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease

### 4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this Lease to the Landlord and those authorised by the Landlord and for the benefit of any neighbouring property owned by the Landlord (the "Reservations"):
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
  - (b) the right to use and to connect into Service Media at the Premises which are in existence at the date of this Lease or which are installed or constructed during the Term;
  - (c) at any time during the term, the full and free right to develop any neighbouring property owned by the Landlord;
  - (d) the right to erect scaffolding at the Premises and attach it to any building or structure on the Premises in connection with any of the Reservations;
  - (e) the right to build on or into any boundary wall of the Premises in connection with any of the Reservations;
  - (f) the right to re-route any Service Media at or serving the Premises or re-route any means of access to or egress from the Premises; and
  - (g) to enter the Premises at all reasonable times, subject to providing at least 48 hours prior written notice (except in emergency):
    - (i) to examine the state of repair and condition of the Premises;
    - (ii) to execute repairs or alterations to any neighbouring premises or any Service Media;
    - (iii) to confirm that the Tenant has complied with the provisions of this Lease and, as appropriate, to remedy any breach by the Tenant of the provisions of this Lease; and
    - (iv) to exercise any of the Landlord's rights under this Lease,
    - (v) provided that, in exercising any of the above rights, the Landlord shall use reasonable endeavours to ensure as little disturbance to the Tenant or its business as is possible.

4.2 The Reservations are reserved notwithstanding that their exercise or the works carried out pursuant to them result in a reduction in the flow of light or air to the Premises.

## **5. THIRD PARTY RIGHTS**

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Premises) and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Premises in accordance with its terms.

## **6. THE ANNUAL RENT**

6.1 The Tenant shall pay the Annual Rent by twelve equal instalments in advance on or before each Rent Payment Date. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Annual Rent shall be made on the date of this Lease and shall be the proportion, calculated on a daily basis, in respect of the period from and including the date of this Lease until and including the day before the next Rent Payment Date.

## **7. INSURANCE**

7.1 Subject to Clause 7.2, the Landlord shall keep the Premises (other than any plate glass at the Premises) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Premises installed by the Tenant.

7.2 The Landlord's obligation to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

7.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any reasonable and proper costs that the Landlord incurs in obtaining a valuation of the Premises for insurance purposes.

If the Landlord insures the Premises together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Premises and the other land.

7.4 The Tenant shall:



- (a) give the Landlord notice immediately upon any matter occurring that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Premises;
  - (b) not do or omit anything as a result of which any policy of insurance of the Premises or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) do anything as a result of which any increased or additional insurance premium may become payable;
  - (c) comply at all times with the requirements and recommendations of the insurers relating to the Premises;
  - (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Premises arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Premises;
  - (e) not insure the Premises against any of the Insured Risks and hold any monies received from any insurance policies effected in breach of this Clause in trust for the Landlord and pay the same to the Landlord on demand; and
  - (f) pay to the Landlord, on demand, a sum equivalent to the amount of insurance monies rendered irrecoverable if the Premises, or any neighbouring premises in which the Landlord has an interest, are damaged or destroyed by any of the Insured Risks and the insurance monies under any insurance policy effected by the Landlord are wholly or partially irrecoverable by reason solely, or in part, of any act or default of the Tenant or the Tenant's Personnel. Such sum shall include the cost of demolition and site clearance, all professional fees and Value Added Tax and shall also include interest at the Interest Rate from the date on which such insurance monies would otherwise have been received by the Landlord from the insurers until the date of payment by the Tenant.
- 7.5 In the event the Premises or any part thereof are destroyed or damaged by an Insured Risk the Landlord shall, subject to obtaining all necessary planning and other consents, and subject to the Tenant complying with Clause 7.4(f), if applicable, use all insurance money received (other than for loss of rent and demolition and site clearance costs and fees) to rebuild or reinstate the Premises. When rebuilding or reinstating the Premises, the Landlord shall not be obliged to provide accommodation identical in layout or design so long as the rebuilt or reinstated accommodation is not materially less convenient or suitable for the Permitted Use. The Landlord may also use materials of a different quality, type or specification as the Landlord deems necessary (acting reasonably).
- 7.6 If the Premises are damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Premises has been vitiated in whole or in part in consequence of any act or omission of the Tenant, or the Tenant's Personnel, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Premises have been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 7.7 If, following damage to or destruction of the Premises, the Landlord considers that it is impossible or impractical to reinstate the Premises for any of the following reasons:
- (a) the Landlord, having used all reasonable endeavours to do so, is unable to procure all Planning Permissions, and any other consent necessary for such rebuilding and reinstatement;
  - (b) there exists a defect or deficiency in the site which renders rebuilding or reinstatement impossible;

- (c) the rebuilding or reinstatement can only be undertaken at a cost that would be disproportionate in all the circumstances;
- (d) the Landlord is unable to obtain access to the site for the purposes of rebuilding or reinstatement, for whatever reason; or
- (e) the rebuilding or reinstatement is frustrated for any other reason,

then the Landlord may terminate this Lease by giving notice to the Tenant. On giving notice this Lease shall determine but shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

- 7.8 Provided that the Tenant has complied with its obligations in this Clause, the Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Premises have not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## **TENANT'S COVENANTS**

### **8. RATES AND TAXES**

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Premises, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.
- 8.2 If any rates, taxes or other impositions are payable in respect of the Premises together with other premises, the Tenant shall pay a fair proportion of the amount payable.
- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list, without the approval of the Landlord.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

### **9. UTILITIES**

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Premises.
- 9.2 If any of those costs are payable in relation to the Premises together with other property, the Tenant shall pay a fair proportion of all those costs.
- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

## **10. COMMON ITEMS**

The Tenant shall pay a fair proportion, to be determined in the case of dispute by the Landlord's Surveyor (acting reasonably), of any expenses payable in respect of repairing, maintaining, cleansing, and, where appropriate, lighting any party walls and party structures and any facility or thing which is used or is capable of being used by or for the benefit of the Premises in common with any other property.

## **11. VAT**

11.1 All sums payable by the Tenant pursuant to this Lease are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

11.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **12. DEFAULT INTEREST AND INTEREST**

12.1 If the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

## **13. COSTS**

13.1 The Tenant shall pay the reasonable and proper costs and expenses incurred by the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- (a) the enforcement of the tenant covenants of this Lease;
- (b) the preparation and service 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 avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this Lease;
- (e) any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold it and not in the case of any costs incurred due to the consent or

approval being unreasonably delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably delay it);

- (f) the valuation from time to time (but not more frequently than in any twelve month period) of the Premises for the purposes of assessing their full reinstatement cost for insurance purposes; and
- (g) the enforcement of any covenant on the part of the Tenant.

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other Clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

13.3 The sums payable under this Clause 13 shall be payable whether they have been incurred or expended before or after the expiration or sooner determination of the Term.

#### **14. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

The Annual Rent and all other money due under this Lease shall be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

#### **15. PROHIBITION OF DEALINGS**

Except as expressly permitted by this Lease, the Tenant shall not assign, underlet, charge, part with or share possession or occupation of this Lease or the Premises or hold the Lease on trust for any person (except pending registration of a dealing permitted by this Lease at the Land Registry or by reason only of joint legal ownership).

#### **16. ASSIGNMENT**

16.1 The Tenant shall not assign the whole of this Lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

16.2 The Tenant shall not assign part only of this Lease.

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may (acting reasonably) impose the following pre-conditions to the giving of its consent pursuant to this Clause:

- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this Lease) enters into an authorised guarantee agreement which:
  - (i) is in respect of all the tenant covenants of this Lease;
  - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
  - (iii) imposes principal debtor liability on the assignor (and any former tenant);
  - (iv) requires (in the event of a disclaimer of liability of this Lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term, and is otherwise in a form reasonably required by the Landlord;

- (b) a condition that one or more guarantors enter into covenants, jointly and severally if more than one, with the Landlord in the form set out in the Schedule with such amendments and additions as the Landlord may reasonably require and be given by separate deed prepared by the Landlord at the cost of the Tenant;
  - (c) the proposed assignee enters into a covenant with the Landlord prior to the assignment to pay the Rents and observe and perform the tenant covenants in this Lease until the proposed assignee is released from its obligation to pay the Rents and observe and perform the tenant covenants in this Lease under section 5(2) of the Landlord and Tenant (Covenants) Act 1995 or, if later, under section 11(2) of that Act;
  - (d) the Tenant provides full details of the proposed assignment to the Landlord including any incentives given by the Tenant in order to secure the assignment;
  - (e) the proposed assignee provides such evidence of its financial status and the financial status of any guarantor of the proposed assignee as the Landlord may require (acting reasonably) to enable the Landlord to satisfy itself that the proposed assignee is of sufficient financial standing to enable it to comply with the tenant covenants in this Lease;
  - (f) the Tenant discharges any arrears of Annual Rent due to the Landlord under this Lease; and
  - (g) the Tenant remedies any material breach of the tenant covenants in this Lease.
- 16.4 Nothing in this Clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

## **17. UNDERLETTING**

- 17.1 The Tenant shall not underlet the whole of the Premises except in accordance with this Clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 17.2 The Tenant shall not underlet part only of the Premises.
- 17.3 The Tenant shall not underlet the Premises unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
  - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 17.4 Any underletting which may be approved by the Landlord under the terms of this Lease shall be by deed and shall:
- (a) contain an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
  - (b) reserve a rent which is not less than the full open market rental value of the Premises at the date the Premises are underlet;
  - (c) contain a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or

collateral to it and the tenant covenants in this Lease, except the covenant to pay the Annual Rent; and

- (d) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this Lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this Lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

17.5 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) provide full information in relation to any underletting including all proposed incentives to be offered to the proposed undertenant;
- (b) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed;
- (c) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- (d) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld or delayed.

17.6 In relation to any proposed undertenant, the Landlord shall (acting reasonably) be entitled to require that one or more guarantors, acceptable to the Landlord, enter into covenants, jointly and severally if more than one, with the Landlord in the form set out in the Schedule with such amendments and additions as the Landlord may reasonably require and be given by separate deed prepared by the Landlord at the cost of the Tenant (such costs to be reasonable and proper).

## 18. SHARING OCCUPATION

The Tenant may share occupation of the Premises with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

## 19. CHARGING

19.1 The Tenant shall not charge the whole of this Lease without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not charge part only of this Lease.

## 20. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

20.1 In this Clause a "Transaction" shall mean:

- (a) any dealing with this Lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this Lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Premises.

- 20.2 In respect of every Transaction that is registrable or notable at the Land Registry, the Tenant shall promptly following completion of the Transaction apply to register or note it (or procure that the relevant person so applies) at the Land Registry. The Tenant shall (or shall procure that) any requisitions raised by the Land Registry in connection with an application to register or note a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 20.3 No later than one month after a Transaction the Tenant shall:
- (a) give the Landlord's solicitors notice of the Transaction;
  - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
  - (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).
- 20.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Premises and the terms upon which they occupy it.

## **21. REMOVAL OF THE NOTING OF THIS LEASE**

Within one month after the end of the Term, the Tenant shall make an application to remove the noting of this Lease with the Land Registry and shall ensure that any requisitions raised the Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

## **22. REPAIR**

- 22.1 The Tenant shall keep the Premises clean and tidy and in good and substantial repair and condition.
- 22.2 The Tenant shall not be liable to repair the Premises to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Premises has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or the Tenant's Personnel, with the actual or implied authority of any of them.

## **23. DECORATION**

- 23.1 The Tenant shall decorate the outside and the inside of the Premises as often as is reasonably necessary and in any event in each Decoration Year.
- 23.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Premises and the Permitted Use and shall include all appropriate preparatory work.
- 23.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 23.4 The Tenant shall replace the floor coverings at the Premises within the three months before the end of the term with new ones of good quality and appropriate to the Premises and the Permitted Use.

## **24. ALTERATIONS**

- 24.1 The Tenant shall not make any external or structural alterations or additions to the Premises and shall not make any opening in any boundary structure of the Premises.
- 24.2 The Tenant shall not install any Service Media on the exterior of the Premises nor alter the route of any Service Media at the Premises without the consent of the Landlord, such consent not to be unreasonably withheld.
- 24.3 The Tenant shall not make any internal, non-structural alterations to the Premises without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed. Such alterations shall be carried out to the reasonable satisfaction of the Landlord and in accordance with plans and specifications submitted to and approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 24.4 Subject to Clause 24.2, at the end of the Term, and to the extent reasonably required by the Landlord, the Tenant shall remove all alterations and additions made to the Premises, reinstate and make good the Premises and restore them to the same state and condition as if such alterations or additions had not been made. Such reinstatement shall be carried out to the reasonable satisfaction of the Landlord.

## **25. SIGNS**

- 25.1 In this Clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to the exterior of the Premises or display any inside the Premises so as to be seen from the outside, without the consent of the Landlord, such consent not to be unreasonably withheld.
- 25.3 Before the end of the Term, the Tenant shall remove any Signs placed by it at the Premises and shall make good any damage caused to the Premises by that removal.
- 25.4 The Tenant shall allow the Landlord to fix to and keep at the Premises any sale or re-letting board as the Landlord reasonably requires.

## **26. RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the Term, the Tenant shall return the Premises to the Landlord in the repair and condition required by this Lease.
- 26.2 If the Landlord gives the Tenant notice no later than three months before the end of the Term, the Tenant shall remove items it has fixed to the Premises, remove any alterations it has made to the Premises and make good any damage caused to the Premises by that removal in accordance with Clause 24.4 (*Alterations*).
- 26.3 At the end of the term, the Tenant shall remove from the Premises all chattels belonging to or used by it.
- 26.4 If the Landlord gives the Tenant notice no later than one month before the end of the Term, the Tenant shall at his sole cost reinstate to the reasonable satisfaction of the Landlord the inspection pit and make good any damage caused to the Premises by that removal in accordance with Clause 24.4 (*Alterations*).
- 26.5 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Premises and which have been left by the Tenant on the Premises for more than ten working days after the end of the 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 any claim made by a third party in relation to that storage or disposal.

26.6 If the Tenant does not comply with its obligations in this Clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Premises into the condition it would have been in had the Tenant performed its obligations under this Clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

## **27. USE**

27.1 The Tenant shall not use the Premises for any purpose other than the Permitted Use.

27.2 The Tenant shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

27.3 The Tenant shall not overload any structural part of the Premises nor any machinery or equipment at the Premises nor any Service Media at or serving the Premises.

27.4 The Tenant shall not hold any sale by auction or public meeting on the Premises, use the Premises as a betting shop or office, for gaming or for the playing of amusement machines, for the sale of alcohol or for the business of a sex establishment, as defined in the Local Government (Miscellaneous Provisions) Act 1982, as originally enacted.

27.5 Nothing in this Clause or in this Lease shall imply or warrant that the Premises may be lawfully used for the Permitted Use or any other use under the Planning Acts or any other laws regulating the use of land or premises.

## **28. COMPLIANCE WITH LAWS**

28.1 The Tenant shall comply with all laws relating to:

- (a) the Premises and their occupation and use;
- (b) the use of all Service Media and machinery and equipment at or serving the Premises;
- (c) any works carried out at the Premises; and
- (d) all materials kept at or disposed from the Premises.

28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Premises which relate to the Tenant's use and occupation of the Premises.

28.3 Within ten working days after receipt of any notice or other communication affecting the Premises (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

28.4 The Tenant shall:

- (a) not apply for any Planning Permission in relation to the Premises or any works to be carried out to or on them without the Landlord's prior written consent which shall not be unreasonably withheld or delayed. In considering any such application, the Landlord may refuse approval if, in its reasonable opinion, the grant of such planning permission would likely be prejudicial to the Landlord's interest in the Premises or any premises owned by the Landlord;
  - (b) having obtained the Landlord's consent, pursuant to Clause 28.4(a), the Tenant shall, as often as is required and at its own expense, obtain such Planning Permissions and serve all such notices as may be required for the carrying out of any operations, works or acts on the Premises, or the use of the Premises for any purpose;
  - (c) discharge any tax or charge imposed at any time under the Planning Acts in respect of the carrying out or maintenance of any works, acts or things carried out by the Tenant on the Premises, their use, or any other Development;
  - (d) not carry out or make any alteration or addition to the Premises or change their use:
    - (i) before all necessary notices under the Planning Acts have been served; and
    - (ii) all notices and any Planning Permissions required have been produced to and approved by the Landlord, such approval not to be unreasonably withheld or delayed.
  - (e) carry out and complete any works required to be carried out as a condition of any Planning Permission before the expiration or sooner determination of the Term and produce to the Landlord, on demand, any documentation evidencing the same; and
  - (f) not enter into any planning agreement or planning obligation pursuant to section 106 Town and Country Planning Act 1990 without the prior approval of the Landlord, not to be unreasonably withheld or delayed.
- 28.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall in relation to any works carried out by the Tenant, maintain the health and safety file for the Premises in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 28.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 28.7 As soon as the Tenant becomes aware of any defect in the Premises, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
- 28.8 The Tenant shall keep the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Premises or reasonably recommended by them or reasonably required by the Landlord and shall keep such machinery, equipment and alarms properly maintained and available for inspection.
- 29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 29.1 Subject to clauses 16, 17 and 18, the Tenant shall not grant any right or licence over the Premises to a third party.

- 29.2 If a third party makes or attempts to make any encroachment over the Premises or takes any action by which a right may be acquired over the Premises, the Tenant shall:
- (a) immediately give notice to the Landlord; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 29.3 The Tenant shall not obstruct the flow of light or air to the Premises nor obstruct any means of access to the Premises.
- 29.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Premises or that the means of access to the Premises is enjoyed with the consent of any third party.
- 29.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Premises or obstruct the means of access to the Premises, the Tenant shall:
- (a) immediately notify the Landlord; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

### **30. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

- 30.1 Subject to the provisions of Clause 4.1(g) (*Rights Excepted and Reserved*), the Landlord may enter the Premises to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Premises.
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice being served on it by the Landlord pursuant to Clause 30.1 (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Premises and carry out the works needed.
- 30.3 The proper 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.
- 30.4 Any action taken by the Landlord pursuant to this Clause shall be without prejudice to the Landlord's other rights, including those under Clause 33.

### **31. INDEMNITY**

The Tenant shall indemnify and keep the Landlord indemnified against all liabilities, obligations, actions, proceedings, costs, claims, demands, penalties, damages, compensation, losses and expenses of whatever nature (including any diminution in the value of the Landlord's interest in the Premises and loss of amenity of the Premises) arising from any breach of any tenant covenants in this Lease, or any act or omission of the Tenant or the Tenant's Personnel.

### **32. LANDLORD'S COVENANTS**

- 32.1 The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease, the Tenant shall quietly enjoy the Premises without any lawful interruption by the Landlord or any person claiming under the Landlord.

### 33. RE-ENTRY AND FORFEITURE

33.1 The Landlord may re-enter the Premises (or any part of the Premises in the name of the whole) at any time after any of the following occurs:

- (a) the Rents and any part of them remain unpaid 21 days after becoming payable whether they have been formally demanded or not;
- (b) any breach by the Tenant of any condition of, or tenant covenant, in this Lease;
- (c) where the Tenant or any guarantor is a corporation:
  - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
  - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
  - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the tenant or any guarantor; or
  - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
  - (v) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
  - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
  - (vii) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
  - (viii) the Tenant or any guarantor otherwise ceasing to exist,
- (d) where the Tenant or any guarantor is an individual:
  - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor;
  - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor;
  - (iii) enters into a deed of arrangement with his creditors;
  - (iv) has a trustee or similar officer appointed; or
  - (v) has an administration order made against him.
- (e) where the Tenant, being two or more individuals trading together or practising in partnership and holding themselves and others as an asset of the partnership, or being an individual, holding himself on trust for himself and others as an asset of the partnership;
  - (i) has a resolution passed to dissolve the partnership, save for the purpose of amalgamation or reconstruction with the consent of the Landlord;
  - (ii) a winding up order is made;

- (iii) is the subject of a partnership voluntary arrangement;
- (iv) has an administration order made against it.

33.2 If the Landlord re-enters the Premises (or any part of the Premises in the name of the whole) pursuant to this Clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

#### **34. LIABILITY**

34.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this Lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

34.2 The obligations of the Tenant and any guarantor arising by virtue of this Lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

#### **35. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

35.1 This Lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this Lease and supersedes any previous agreement between the parties relating to the transaction.

35.2 The Tenant acknowledges that in entering into this Lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

35.3 Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.

#### **36. NOTICES, CONSENTS AND APPROVALS**

36.1 Except where this Lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this Lease shall be in writing.

36.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

36.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.

36.4 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- 36.5 Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
  - (b) this Lease expressly states that the approval need not be in writing.

- 36.6 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

**37. GOVERNING LAW AND JURISDICTION**

- 37.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

- 37.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

**38. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

**39. LANDLORD AND TENANT (COVENANTS) ACT 1995**

This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

**40. ENERGY PERFORMANCE CERTIFICATES**

- 40.1 The Tenant shall:

- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

- 40.2 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent such consent not to be unreasonably withheld.

- 40.3 The Landlord and the Tenant hereby agree and declare that the Landlord shall not be required under the terms of this lease or otherwise to affect any improvements or other works to the Property for the purposes of increasing the Minimum Energy Standard (MEES) during the contractual term and in the event that the Landlord is so required by any competent authority the Tenant shall reimburse the Landlord the cost of undertaking and carrying out such works as an Additional Sum payable pursuant to clause 2.3(d) of this Lease on demand.

**41. GUARANTOR AND REPLACEMENT GUARANTOR**

41.1 The provisions of the Schedule shall apply where there is any guarantor of the tenant's covenants under this Lease

41.2 Subject to clause 41.3 if:

- (a) an event specified in clause 33.1 occurs in relation to a guarantor; or
- (b) any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 20 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

41.3 Clause 41.2 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

## 42. DEPOSIT

42.1 On the date of the lease the Tenant shall pay the Deposit to the Landlord.

42.2 The Landlord shall hold the Deposit with its general funds and (without any requirement to give prior notice) shall be entitled to draw on the Deposit on each occasion that the Tenant fails to:

- (a) pay the whole or any part of any other sums reserved by this lease on the due dates for payment prescribed by this lease, whether formally demanded or not; or
- (b) observe and perform any tenant covenant contained or referred to in this lease; or
- (c) make good to the Landlord any expense, cost, loss, damage or liability arising from the determination of this lease before the end of the Term, whether by forfeiture or the disclaimer of the Lease by any liquidator or trustee in bankruptcy for the Tenant.

42.3 If the Lease is forfeited or the liability of the Tenant under this lease is disclaimed, then as compensation, the Landlord shall be entitled to forfeit the Deposit, together with any accrued interest, and the Deposit shall belong to the Landlord absolutely.

42.4 In the event that the Landlord makes a withdrawal from the Deposit, the Tenant shall top up or pay (as the case may be) the amount of the Deposit to the Landlord within 7 days of receiving written notice of the withdrawal.

42.5 Subject to clauses 42.2 and 42.3 the Landlord shall return the Deposit (less any interest which accrues which shall be retained by the Landlord) to the Tenant within 1 month of the earlier of:

- (a) the lawful assignment of the lease; and
- (b) the end of the term.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE  
GUARANTEE AND INDEMNITY**

**1. Guarantee and indemnity**

- 1.1 The Guarantor guarantees to the Landlord that the Tenant shall:
- (a) pay the rents reserved by this Lease and observe and perform the tenant covenants of this Lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
  - (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this Lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.
- 1.2 The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the Tenant:
- (a) to pay any of the rents reserved by this Lease or any failure to observe or perform any of the tenant covenants of this Lease; and
  - (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

**2. Guarantor's liability**

- 2.1 The liability of the Guarantor under Paragraphs 1.1(a) and 1.2(a) shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this Lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
- 2.2 The liability of the Guarantor shall not be affected by:
- (a) any time or indulgence granted by the Landlord to the Tenant; or
  - (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) or in making any demand in respect of any of them; or
  - (c) any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises; or
  - (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this Lease or to observe or perform the tenant covenants of this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or
  - (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this Lease or observe and perform the tenant covenants of the Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or
  - (f) a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them; or
  - (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the Lease (or the Tenant's obligations under the



Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or

- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- (i) without prejudice to Paragraph 4, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease; or
- (j) the surrender of part of the Premises, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or

by any other act or omission except an express written release under seal of the Guarantor by the Landlord.

- 2.3 The liability of each of the persons making up the Guarantor is joint and several.
- 2.4 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.

### **3. Variations and supplemental documents**

- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this Lease (or the Authorised Guarantee Agreement).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:
  - (a) the variation is material or prejudicial to the Guarantor; or
  - (b) the variation is made in any document; or
  - (c) the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this Lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

### **4. Guarantor to take a new lease or make payment**

- 4.1 If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the Guarantor notice not later than [six] months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Premises on the terms set out in Paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect from the date of the forfeiture or disclaimer and the new lease shall:
  - (a) be granted subject to the right of any person to have this Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;

- (b) be for a term that expires at the same date as the end of the Contractual Term of this Lease had there been no forfeiture or disclaimer;
  - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this Lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it and which is subject to review on the same terms and dates provided by this Lease;
  - (d) be excluded from sections 24 to 28 of the LTA 1954; and
  - (e) otherwise be on the same terms as this Lease (as varied if there has been any variation).
- 4.3 The Guarantor shall pay the Landlord's solicitors' reasonable and proper costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this Lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to Paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to the lesser of six months Annual Rent or the Annual Rent payable for the remainder of the Contractual Term and the Guarantor shall pay that amount on demand.
- 5. Payments in gross and restrictions on the Guarantor**
- 5.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 5.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 5.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.
- 6. Other securities**
- 6.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

- 6.2 This guarantee and indemnity is in addition to any other security that the Landlord may at any time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this Lease and to observe and perform the tenant covenants of this Lease. It shall not merge in or be affected by any other security.
- 6.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this Lease or to observe and perform the tenant covenants of this Lease.

**UNITED KINGDOM – SUB CONTRACTOR (UK Company Registration Licence No. 11604745)**  
**M & BM MOTORS LTD – TRAFALGAR WORKS, TOWER ROAD, GLOBE INDUSTRIAL ESTATE, GRAYS – RM17 6ST**  
**TEL: +44 1375 379401 (Please note that the lease document for M&BM Motors were signed prior to a City Council change of location identifier numbers - Unit 6 became Unit 42)**

