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Title Number BGL17199

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SEQ96

DATED 19 February 2014

THE LONDON BOROUGH OF  
HAMMERSMITH AND FULHAM

- to -

ANTIPODESPRESSO LIMITED

LEASE

-of-

28 Fulham Palace Road  
Hammersmith  
London W6 9PH

Hereby certified a true copy of the original

M. Jenson LP

**LR1. Date of lease**

19 February

2014



**LR2. Title number(s)**

LR2.1 Landlord's title number(s)  
BGL17199

LR2.2 Other title numbers

**LR3. Parties to this lease**

Landlord

The Mayor and Burgesses of the London Borough of Hammersmith and Fulham of the Town Hall,  
King Street, London W6 9JU

Tenant

Antipodespresso Limited (Company No: 08491818) whose registered office is at 4 Layton Road,  
Hounslow, Middx. TW3 1YH

**LR4. Property**

The Property as specified in Clause 1 of the Lease

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.

**LR5. Prescribed statements etc.**

None.

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

The term as specified in this lease at Clause 1

**LR7. Premium**

None.

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

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None

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

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

**LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

LR11.1 Easements granted by this lease for the benefit of the Property

The easements granted for the benefit of the Property as specified in this lease at Clause 1

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

The easements granted or reserved by this lease over the Property as specified in this lease at Clause 1.

**LR12. Estate rentcharge burdening the Property**

None.



THIS LEASE made the 19 day of February Two Thousand and Fourteen BETWEEN THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HAMMERSMITH AND FULHAM of the Town Hall King Street London W6 9JU (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the of the Term hereby created) of the one part and ANTIPODESPRESSO LIMITED (Company No:08491818) whose registered office is at 4 Layton Road, Hounslow, Middlesex TW3 1YH (hereinafter called "the Tenant" which expression shall where the context so admits includes the successors in title and permitted assigns of the Tenant) of the second part

WITNESSETH as follows:

1. THE LANDLORD HEREBY DEMISES unto the Tenant ALL THAT the ground floor shop and premises situate at and known as 28 Fulham Palace Road, Hammersmith, London W6 9PH in the London Borough of Hammersmith and Fulham which shop and premises are shown edged red on the plan annexed hereto and are hereinafter called "the Demised Premises" which forms part of the building known as 28 Fulham Palace Road, Hammersmith, London W6 9PH aforesaid ("hereinafter called "the Building") edged blue on the plan annexed and the Demised Premises shall for the purposes of obligation as well as grant include the following:-

- (i) The internal plastered coverings and plasterwork tiles and other materials on the walls bounding the Demised Premises and the doors and door frames window frames and furnishings and the glass fitted in such doors and windows in any wall or partition
- (ii) The walls and partitions lying within the Demised Premises (but excluding any load bearing columns or walls) and the plastered coverings plasterwork and all other materials on all walls including the load bearing columns and walls and the partitions and the doors and door frames fitted in such walls and partitions
- (iii) The plastered coverings and plasterwork tiles and all other materials on the surfaces of the ceiling and of the floors of the Demised Premises including the screedings and the floor and floor slab thereof but excluding any floor slab separating the Demised Premises from other premises
- (iv) All the sewers drains channels watercourses gas and water pipes radiators valves taps electric cables and wires and supply lines in under upon or installed in or affixed or connected to and exclusively serving the Demised Premises
- (v) The shop front including the window frames and casements glass and all panels' infilling stallrisers locks latches fasteners fixtures and fittings appertaining thereto



- (vi) The landlord's fixtures and fittings sanitary water and other apparatus and appurtenances installed in or affixed to the Demised Premises

TOGETHER WITH the free and uninterrupted passage and running of water soil effluent drainage gas electricity telephone and other services to and from the Demised Premises through over and along the pipes sewers drains channels conduits wires and cables which now are laid in under through over or upon the Building or any other adjoining land owned by the Landlord EXCEPT AND RESERVING unto the Landlord

- (a) the free and uninterrupted passage and running of water soil and effluent drainage gas electricity telephone and other services as are now or hereafter may be used and enjoyed from or to the Building and other land owned by the Landlord by through and along all mains pipes sewers drains channels ditches watercourses conduits culverts flues wires and cables which now are or may hereafter during the Term hereby granted be in over under and across or on the Demised Premises or any part or parts thereof AND the right to make connections thereto the Landlord or the tenant or tenants of the Building and other land owned by the Landlord such other buildings or land (or other persons using the same) on request paying his fair share of the charges of cleansing and repairing the same as need shall require
- (b) a right to use the ducts wires and cables of any communal aerial or wired radio and television service now or to be laid in under or across the Demised Premises
- (c) full right and liberty for the Landlord its licensees assigns agents workmen and others at all reasonable times from time to time upon seven working days prior written notice being given (save in cases of emergency) to enter upon the Demised Premises or any part thereof for the purpose of repairing maintaining altering cleansing examining testing renewing or replacing all such mains pipes sewers drains channels ditches watercourses conduits culverts flues wires and cables serving the Building and other land owned by the Landlord referred to in this Clause (which shall include such ducts wires and cables of any communal aerial or wired radio and television service referred to in sub clause (b) of this Clause) and to make all connections and disconnections which may be necessary in relation thereto AND ALSO for the purpose of carrying out any work or doing anything whatsoever comprised in the Landlord's covenants or obligations hereinafter contained or (whether or not comprised within the same) for which the Tenant is liable hereunder to make a contribution AND ALSO for the purpose of carrying out any works to any adjacent or neighbouring land or buildings PROVIDED that the Landlord shall cause as little damage or inconvenience as possible to the Tenant's permitted business carried on at the Demised Premises and shall make good at the Landlord's expense to a good standard any damage caused thereby to the Demised Premises including the Tenants fixtures and fittings

- (d) the right to erect scaffolding for any purpose connected with or related to the building of which the Demised Premises form part notwithstanding that such scaffolding may temporarily restrict the access to or use and enjoyment of the Demised Premises
- (e) all rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed by other parts of the Building of which the Demised Premises form part or any adjacent or neighbouring land or buildings of the Landlord over or in respect of the Demised Premises AND the right to use and grant leases and licences over or in respect of other parts of such said building for any purpose or purposes whatsoever
- (f) the right to enter on to the Demised Premises for all or any of the purposes mentioned in sub clauses (6) (7) (19) and (20) of Clause 2 hereof

TO HOLD the same (EXCEPT AND RESERVED as aforesaid AND SUBJECT TO all the provisos covenants conditions and agreements including the proviso for re-entry hereinafter contained) UNTO the Tenant from and including the date hereof for the Term (hereinafter called "the said Term") of ten (10) years next ensuing (that is to say up to and including the 18 day of February Two thousand and twenty four (determinable as hereinafter mentioned) YIELDING AND PAYING THEREFORE unto the Landlord the yearly rent without any deductions or set-off by equal quarterly payments to be made in advance on the usual quarter days in every year the first payment apportioned in respect of the period from and including the 19 day of August Two thousand and fourteen (being six months from the date hereof) to the quarter day next after that date payment to be made on the sealing and completion hereof AND ALSO PAYING as additional rent on demand in each year the amount of the premium (whether increased by any act or default or omission of the Tenant or not) paid by the Landlord for effecting insurance of the Demised Premises in accordance with the Landlord's covenants herein contained (or in the event that the relevant policy includes other premises as well as the Demised Premises an apportioned part of the premium properly attributable to the Demised Premises to be determined by the Landlord (acting reasonably)) such said additional rent to be paid without any deduction on demand and to be recoverable by distress in the same way as rent in arrear AND ALSO FURTHER PAYING an additional rent from time to time the Service Charge referred to a Clause 4 hereto

2. THE TENANT HEREBY COVENANTS with the Landlord as follows:

- (1) To pay the reserved rent and any increase therein as hereinafter provided clear of all deductions set-off or (except as provided by sub-clause (2) of Clause 4 hereof) abatement whatsoever on the days and in manner aforesaid
- (2) To pay bear and discharge and indemnify and keep indemnified the Landlord against all rates taxes charges assessments outgoings duties and impositions whatsoever whether parliamentary local parochial or of any other description which are now or may at any time hereafter be rated taxed assessed charged or imposed upon the Demised Premises or any part thereof or upon the owner or occupier in respect thereof (save for any such charges

payable by the Landlord in respect of its ownership of, or rental income from or any dealing with its reversionary interest in the Demised Premises) and to reimburse the Landlord within 14 days of written demand for any such sums paid by the Landlord

- (3) To comply at the Tenant's own expense with all obligations imposed by any Acts of Parliament for the time being in force and to do and execute or cause to be done or executed all such works acts deeds matters and things as under or by virtue of any such Act or Acts are or shall be required directed or necessary to be done or executed upon or in respect of the Tenant's interest in the Demised Premises or any part thereof whether by the Landlord Tenant or occupier and in particular but without prejudice to the generality of this sub-clause in all respects insofar as they affect the Demised Premises or the business carried on at the Demised Premises to comply with the provisions of the Shops Act 1950 the Factories Act 1961 the Offices Shops and Railway Premises Act 1963 the Health and Safety at Work Act 1974 the Sex Discrimination Act 1975 and the Race Relations Act 1976 and any statutory modification or re-enactment thereof for the time being in force and any Regulation or Order made or having effect thereunder and also to observe the regulations of any Municipal Local or other authority so far as applicable to the Demised Premises
- (4) Throughout the said Term to put and keep the Demised Premises including the shop front and every part thereof and all additions thereto in good and substantial repair and condition and maintained in every respect (damage by fire and such other risks against which the Landlord shall have insured save where the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant excepted) using suitable materials of good quality AND ALSO when and so often as it shall be necessary to repair or renew any fixture upon and belonging to the Demised Premises to substitute another fixture of a similar quality value and description to the reasonable satisfaction of the Landlord PROVIDED nothing herein shall require the Tenant to put the Demised Premises in any better state or condition than at the date hereof as evidenced by the Schedule of Condition annexed hereto
- (5) Without prejudice to the generality of sub-clause (4) of this Clause to prepare and paint with two coats of good quality paint in tints and colours to be approved by the Landlord (such approval not to be unreasonably withheld or delayed) in a workmanlike manner all such parts of the Demised Premises which previously have or ought to be so painted as to the exterior and the shop front in every fourth year of the said Term and as to the internal work in every fifth year of the said Term the time in each case to be computed from the date of the commencement of the said Term and in each case the painting to be done in the last year of the said Term (howsoever the same may be determined) and after each internal painting to clean burnish polish paint paper grain varnish oil stop whiten french or wax



polish and colour and otherwise decorate or treat in a suitable manner for their maintenance all such parts as have previously been so dealt with (including the lettering on the fascia of the Demised Premises)

- (6) To permit the Landlord by its duly authorised agents officers servants or any other person or persons authorised by it with or without workmen and others not more than twice a year (or more frequently in the case of emergency) to enter upon and examine the state of repair and condition of the Demised Premises and every or any part thereof and to take inventories of the fixtures and things to be yielded up at the expiration of the said Term and on notice in writing specifying any want of repair or defect in order or condition thereof or want of compliance with any of the obligations of the Tenant under this Lease found on such examination being given to the Tenant or left at the Demised Premises by the Landlord to repair and amend and make good the same accordingly within twenty-eight days after the date of such notice and so that in case of default by the Tenant the Landlord may enter upon the Demised Premises and make and execute all necessary and proper reparation and amendment thereof and the cost thereof and any monies expended by the Landlord for that purpose shall be a debt due from the Tenant to the Landlord which shall be paid within 14 days of the sum being demanded PROVIDED always that in the exercise of the right the Landlord shall provide not less than 7 days' prior written notice of its desire to exercise such rights (stating the proposed time of such entry) and PROVIDED ALSO THAT the Landlord cause as little disturbance as possible to the Tenants business carried on thereat and any damage to the Demised Premises or the Tenants fixtures and fittings shall be made good as soon as reasonably possible
- (7) (i) To permit the Landlord by its duly authorised agents officers or servants and the licensees tenants and occupiers of any adjoining or neighbouring property now or at any time hereafter belonging to the Landlord and their respective agents and with or without workmen or others together with all necessary appliances at all reasonable hours in the daytime (or at any time in case of emergency) to enter upon the Demised Premises or any part thereof to execute repairs or alterations to or upon or to maintain cleanse or rebuild such adjoining or neighbouring property or to examine maintain cleanse empty renew test alter replace or repair any of the sewers drains gutters or other services belonging to or serving such adjoining or neighbouring property PROVIDED THAT (asve in case of emergency) anyone exercising such rights shall provide not less than 7 days' prior written notice of its desire to exercise such rights and subject to an obligation on the part of those exercising such rights to make good to the reasonable satisfaction of the Tenant all damage to the Demised Premises thereby occasioned
- (ii) Where seven days prior written notice is given to the Tenant to permit the Landlord by its duly authorised agents officers or servants with or without workmen or others with

all necessary appliances at all reasonable hours in the daytime (or at any time in case of emergency) to enter upon the Demised Premises for the purpose of executing any works thereof which the Landlord may be liable by statute to carry out to the exclusion of the Tenant notwithstanding any contract to the contrary the Landlord making good any damage thereby caused to the Demised Premises or Tenants fixtures and fittings and further causing as little as is reasonably possible inconvenience or disturbance to the Tenants business

- (8) Save for the Tenants Works as specified at Schedule 1 not at any time during the said Term without the Licence in writing of the Landlord first obtained nor except in accordance with plans and specifications and any application for consent (if required) under the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any Regulation or Order made or having effect thereunder) having been previously submitted in duplicate and approved by the Landlord and except to the satisfaction of the Landlord to erect or permit to be erected any new building on the Demised Premises or any part thereof nor to make or maintain or suffer or permit to be made or maintained any alteration or addition whatsoever of a structural nature whether external or internal structural in or to the buildings for the time being comprised in the Demised Premises (unless for the purpose of remedying and making good any defect therein) nor to do or suffer to be done upon the Demised Premises any wilful or voluntary waste or spoil or cut maim or injure or permit or suffer to be cut maimed or injured any of the walls or timbers thereof PROVIDED THAT THE Tenant shall be permitted to carry out internal non-structural alterations to the Demised Premises with the consent of the Landlord (such consent not to be unreasonably withheld or delayed)
- (9) Not to do or omit or permit or suffer to be done or omitted anything on or in connection with the Demised Premises the doing or omission of which shall be a contravention of the Planning Acts or of any notice order licence consent permission or condition served made granted or imposed thereunder or under any enactment repealed thereby and to indemnify and keep indemnified the Landlord against all actions proceedings damages penalties costs charges claims and demands in respect of such acts and omissions or any of them and against the costs of any application for planning permission and the works and things done in pursuance thereof
- (10) (i) Not to carry on or permit or suffer to be carried on in or upon the Demised Premises or any part thereof any trade or business other than that of a licenced café serving to visiting members of the public light breakfasts, brunch and lunch dishes with small servings of bread, meats and cheese in the evenings together with the sale of

premium coffee, wines, beers sprits and liquors and not to sell or deal in other articles commodities or goods of any description not usually sold or dealt in by any trade or business of such nature PROVIDED THAT the Tenant may apply to the Landlord for its written consent to the change of use (such consent not to be unreasonably withheld or delayed) of the Demised Premises from that specified above to use as a restaurant for one of the purposes which at the date hereof is specified in Class A3 of The Town and Country Planning (Use Classes) Order 1987 (as amended) and the Landlord shall give such consent (subject to such conditions as in the interests of good estate management it thinks fit) unless in the reasonable opinion of the Landlord (whose decision shall be final and binding on the Tenant) the proposed use is unsuitable or conflicts with existing trades or businesses in the immediate neighbourhood

- (ii) Except where temporary closure is required for refurbishment at all times of the year during the usual business hours of the locality to keep the Demised Premises open during the core business hours of 07:00 – 18:00 Monday to Friday PROVIDED THAT the Tenant may also choose (at its absolute discretion) to keep the Demised Premises open during the extended opening hours of 18:00 – 00:00 Monday to Friday, 08:00am – 00:00 Saturday and 08:00 – 23:00 Sunday for carrying on the said business specified in sub-clause (i) of this Clause
- (iii) Not to give any bill of sale or other preferential security on the stock in trade or personal chattels of the Tenant which shall for the time being be on or about the Demised Premises
- (iv) Not to use the Demised Premises or any part thereof or suffer the same to be used for the purpose of any noisy noxious offensive or dangerous trade or business or occupation
- (v) Not to use the Demised Premises or any part thereof or suffer the same to be used for any illegal or immoral purpose nor to hold or to permit or suffer to be held any sale by auction on the Demised Premises nor to use or let the Demised Premises or any part thereof or suffer the same to be used for the purpose of the trade or business of a licensed victualler or a manufacturer retailer or wholesale dealer in wines beers spirits or other intoxicating liquors or as a club in which such wines beers spirits or other intoxicating liquors are sold nor to permit any person to sleep in the Demised Premises
- (vi) Not to do or permit or suffer any act or situation whereby any road yard forecourt path or passage appurtenant to the Demised Premises may be damaged or obstructed or the lawful use thereof by others properly entitled may be impeded or hindered in any manner whatsoever

- (vii) Not to do or permit or suffer to be done in upon or in connection with the Demised Premises or any part thereof anything which may be or become a nuisance or cause damage or inconvenience to the Landlord or to any tenant or occupier of any adjacent premises or other property in the neighbourhood and on a written notice being served on the Tenant by the Landlord requiring the abatement of any nuisance with all reasonable dispatch after the service of such notice to abate such nuisance accordingly
- (viii) Not to place or permit or suffer to be placed any automatic vending machine or display of goods in or on any forecourt entrance pavement or doorway in or on the Demised Premises or any part thereof
- (ix) Not at any time during the said Term to affix to or exhibit upon or to permit or suffer to be affixed to or exhibited upon any part of the exterior of the Demised Premises (including all external walls rails or fences thereof) any placard poster signboard or other advertisement (whether illuminated or otherwise) except such as shall have been approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) and further that any such placard poster signboard or advertisement as aforesaid shall comply in all respects with the requirements of the Town and Country Planning (Control of Advertisement) Regulations 1992 or with any enactment or regulation for the time being in force relating thereto
- (x) Not to allow to pass into the sewers drains or watercourses serving the Demised Premises any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injuring forthwith to make good such damage to the reasonable satisfaction of the Landlord
- (xi) Not to do or permit or suffer or bring in or upon the Demised Premises anything which in the opinion of the Landlord (acting reasonably) may throw on the Demised Premises or the building of which the same forms part any weight or strain in excess of that which such premises are calculated to bear with due margin for safety
- (xii) To keep the pavement or forecourt on to which the Demised Premises front clean and tidy at all times and to clean the windows in the Demised Premises as often as occasion shall require and at least once in every calendar month and to ensure that the display of any goods and articles in the windows of the Demised Premises are arranged in a neat and attractive manner
- (xiii) Not to form any refuse dump or scrap heap on the Demised Premises nor to store or permit to be deposited or stored any refuse or waste on any part of any yard forecourt or other open space forming part of the Demised Premises and to keep the Demised Premises clean and tidy and free from litter
- (11) To pay to the Landlord within 14 days of the sum being demanded all proper and

reasonable costs charges and expenses which may be incurred by the Landlord in abating a nuisance on or arising from the Demised Premises and executing all such works as may be necessary for abating such a nuisance in obedience to a notice served by a local or public authority

- (12) (i) Not at any time during the said Term to assign underlet or part with or share possession or occupation of part only of the Demised Premises
- (ii) Not to underlet or share possession or occupation of the whole of the Demised Premises
- (iii) Not to assign or part with possession of the whole of the Demised Premises for all or any part of the said Term without the licence in writing of the Landlord which shall not be unreasonably withheld or delayed PROVIDED ALWAYS that every assignee shall covenant directly with the Landlord to observe and perform as from the date of such assignment until the assignee assigns this Lease the covenants and conditions herein contained including a covenant to pay the rent hereby reserved and not to further assign the Demised Premises without such licence in writing as aforesaid and PROVIDED FURTHER that the Landlord shall be entitled (for the purposes of Section 19(1A) of the Landlord and Tenant Act 1927)
- (a) to withhold its consent in any of the circumstances set out in paragraph (v) of this sub-clause and
- (b) to impose all or any of the matters set out in paragraph (vi) of this sub-clause
- (iv) Should the Tenant desire to assign the Demised Premises to a limited company he shall before doing so if required by the Landlord procure that one of the directors of the intended assignee resident in the United Kingdom who shall be first approved by the Landlord (such approval not to be unreasonably withheld or delayed) join in the assignment as guarantors for the intended assignee and jointly and severally covenant with the Landlord that throughout the Term (or a reasonable extension agreed) they will pay and make good to the Landlord all losses costs and expenses sustained by the Landlord through the default of the intended assignee and will pay the rent reserved by this Lease on the failure of the intended assignee to observe and perform the Tenant's covenants and conditions herein contained such covenant to be in such form as the Landlord may reasonably require and to incorporate a proviso that neither the giving of time or other indulgence nor any variation of the Terms hereof shall release or otherwise affect the liability of the guarantors and entitling the Landlord to require such guarantors to accept a new Lease of the Demised Premises in the event of this Lease being disclaimed or forfeited such new Lease to be for the unexpired residue of the Term hereby granted and otherwise on the same Terms as those herein contained
- (v) The Circumstances referred to in sub-paragraph (a) of paragraph (iii) of this sub-



clause are as follows:-

- (a) Where the Assignee is an associated company (meaning any company within the same group of companies as defined in Section 42 of the Landlord and Tenant Act 1954) of the Tenant
- (b) Where in the reasonable opinion of the Landlord the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants in the Lease
- (c) Where in the reasonable opinion of the Landlord the value of the Landlord's interest in the Demised Premises would be materially diminished or materially adversely affected by the proposed assignment on the assumption (whether or not a fact) that the Landlord wished to sell its interest the next day following completion of the assignment of this Lease to the proposed assignee
- (d) Where the proposed assignee is not resident in the United Kingdom
- (vi) The conditions referred to in sub-paragraph (b) of paragraph (iii) of this sub-clause are as follows:
  - (a) The execution and delivery by the incoming assignee to the Landlord prior to the assignment in question of a deed of guarantee (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) in a form reasonably required by the Landlord
  - (b) The payment to the Landlord of all rents and other sums which have fallen due under the Lease prior to the date of the assignment
  - (c) The execution and delivery to the Landlord prior to the assignment of a rent deposit deed for such sum as the Landlord may reasonably determine in such form as the Landlord may reasonably require together with the payment by way of cleared funds of the sums specified in the rent deposit deed
  - (d) The assignment shall not take place until any requisite consent of any superior landlord has been obtained and any lawfully imposed condition of such consent satisfied
  - (vii) The second proviso to paragraph (iii) of this sub-clause shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon which the grant of consent where the imposition of such condition or conditions would be reasonable
  - (viii) PROVIDED ALWAYS that within one calendar month of the date thereof the Tenant shall produce to and leave with the Landlord for the purpose of registration every assignment mortgage or charge by way of legal mortgage or otherwise relating to the Demised Premises (or a certified copy thereof) and every other document effecting or evidencing devolution of the title thereto (including a statutory receipt or other document evidencing the transfer or discharge of a mortgage or charge) AND shall produce to the

Landlord every probate of will or letters of administration to the estate and effects of every deceased lessee tenant or assignee of the Demised Premises within three calendar months of the date of grant thereof AND on leaving or producing every such document or instrument to the Landlord shall pay to it a registration fee of THIRTY POUNDS in respect thereof or such greater amount as may be reasonable

- (13) To pay all proper and reasonable legal costs and surveyor's and all other proper fees incurred by the Landlord attendant upon or incidental to every application made by the Tenant for a consent approval or licence required by this Lease
- (14) To pay all properly incurred costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord
  - (i) in proceedings under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court
  - (ii) of the preparation and service of all notices and schedules relating to wants of repair to the Demised Premises and whether served during or after the expiration or sooner determination of the said Term and monitoring compliance therewith
- (15) To indemnify and keep indemnified the Landlord from liability in respect of any injury to or the death of any person damage to any property movable or immovable the infringement disturbance or destruction of any right easement or privilege or otherwise by reason of or arising directly or indirectly out of the state of repair or condition of the Demised Premises or of the user of the Demised Premises and from all proceedings costs claims and demands whatsoever in respect of any such liability or alleged liability
- (16) Not to do or knowingly omit or permit or suffer to be done or omitted any act matter or thing whatsoever the doing or omission of which would make void or voidable the insurance effected by the Landlord as herein provided or the insurance of any adjoining or neighbouring property belonging to the Landlord or which would materially hinder the Landlord in carrying out its insuring obligations hereunder or which would cause the rate of premium to be increased from that payable in respect of the ordinary user of the Demised Premises under this Lease AND forthwith to give notice to the Landlord of any act thing or matter done or brought into the Demised Premises of which the Tenant is aware which may lead to an increase in the premiums for insuring the same and to pay any increase in the insurance premium attributable to the Demised Premises or any adjoining or neighbouring premises by reason thereof
- (17) In the event of the Demised Premises or any part thereof being destroyed or damaged by any risks against which the Landlord shall have insured the same to give notice thereof to the Landlord and to the Insurers as soon as such destruction or damage shall come to the notice of the Tenant
- (18) In the event of the Demised Premises or any part thereof being destroyed or damaged by

any risks against which the Landlord shall have insured the same and the insurance money under any insurance against the same effected thereon by the Landlord being wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case to pay to the Landlord (in addition to the said rent) the whole or (as the case may require) a fair proportion of the cost (including professional and other fees) of completely rebuilding and reinstating the same with interest at the rate of three per centum per annum above the Landlord's Bankers base rate current from day-to-day on all payments made by the Landlord in or in connection with such rebuilding or reinstatement from the time of expenditure until repayment by the Tenant

- (19) Upon prior appointment at all convenient hours in the daytime as shall be agreed by the Tenant to permit all prospective purchasers of or dealers in the Landlord's reversionary interest on the authority in writing of the Landlord or its agents to view the Demised Premises without interruption or interference
- (20) To permit the Landlord or its agents at any time during the six calendar months prior to the expiration or sooner determination of the said Term to enter upon the Demised Premises and to fix and retain without interference upon any suitable part thereof (but not so as to obstruct any of the windows or the signage of the Tenant) a notice for re-letting the same and throughout the period (or at any time during the said Term in the event of any proposed assignment or mortgage of the Landlord's interest in the Demised Premises) to permit all persons authorised in writing by the Landlord or its agents to view the Demised Premises at all convenient hours in the daytime without interruption or interference
- (21) Not to make any encroachment upon any adjoining or neighbouring property and to take all necessary steps to prevent any encroachment upon the Demised Premises or the acquisition of any new right to light passage drainage or other easement over upon or under the Demised Premises and forthwith to give notice to the Landlord of any attempted encroachment or acquisition as aforesaid and at the cost of the Tenant to do all such things as may be reasonably required by the Landlord for the purpose of preventing or discontinuing the making of any such encroachment or acquisition
- (22) At the expiration or sooner determination of the said Term to yield up peaceably and quietly unto the Landlord the Demised Premises together with all additions and improvements made thereto and all fixtures (other than trade or tenant's fixtures affixed by the Tenant but including the fitted shop front) in or upon the Demised Premises which during the said Term may have been affixed or fastened to or upon the same and in such state and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants contained in this Lease and in particular but without prejudice to the generality of the foregoing the covenants contained in sub-clause (4) (5) and (6) of this Clause PROVIDED THAT for the avoidance of doubt the Tenant shall not be required

to return the Demised Premises in any better state of repair or condition than that evidenced by the Schedule of Condition annexed hereto

- (23) Where provision is made in this Lease for the Tenant to pay any sum on which Value Added Tax or other similar tax is payable the Tenant shall in addition to paying such sum also pay such tax
- (24) If this Lease shall be forfeited or disclaimed then (without prejudice to any other right or remedy of the Landlord) the Tenant shall until the Demised Premises shall be relet pay to the Landlord from time-to-time within 14 days of the same being demanded the amount of all rent which would have been payable hereunder if this Lease had continued in force together with all proper and evidenced costs of any such letting or attempted reletting
- (25) To insure forthwith and to keep insured the glass in the windows and shop front of the Demised Premises against damage or destruction by accident in the full value thereof in the joint names of the Landlord and the Tenant in some insurance office or offices or with underwriters to be approved by the Landlord
- (26) On completion of this Lease the Tenant must apply for registration of it at the Land Registry in accordance with the requirements of the Land Registration Act 2002 and on completion of the registration must supply to the Landlord an official copy of the registers and the title plan of the Demised Premises AND FURTHER upon the expiration or sooner determination of the Term if the parties do not wish to enter into a new lease of the Demised Premises the Tenant must apply to the Land Registry to cancel the then registered lease and must furnish the Landlord with a copy of the notice of cancellation

3.(1) IN THIS LEASE "Review Date" means the 19 day of February in the year 2019 and "Review Period" means the period starting with any Review Date up to the next Review Date or starting with the last Review Date up to the end of the Term hereof

- (2) The yearly rent shall be:
  - (i) up to the first Review Date the rent of TWENTY FOUR THOUSAND POUNDS (£24,000.00)
  - (ii) during each successive Review Period a rent equal to the rent immediately previously payable hereunder or such revised rent as may be ascertained as herein provided whichever shall be the greater
- (3) THE revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date at the option of the Landlord either by an arbitrator or by an independent valuer (acting as an expert and not as an arbitrator) such arbitrator or valuer to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors (or in the event of the Royal Institution of Chartered Surveyors ceasing to exist then any other professional organization or body whose members are concerned with the valuation of

land and buildings or the Law Society) on the application of the Landlord made not earlier than six months before the relevant Review Date and so that in the case of such arbitration or valuation the revised rent to be awarded or determined by the arbitrator or valuer shall be such as he shall decide should be the yearly rent at the relevant Review Date for the Demised Premises on the following assumptions at that date:

- (i) that the Demised Premises are fit for immediate occupation and use by the Tenant and that no work has been carried out by the Tenant or their predecessors in title during the said Term which has diminished the rental value of the Demised Premises and that in case the Demised Premises have been destroyed or damaged they have been fully restored
- (ii) that the Demised Premises are available to let by a willing landlord to a willing tenant as a whole without a premium but with vacant possession and subject to the provisions of this Lease (other than the amount of rent hereby reserved but including the provisions for rent review) for the residue of the said Term commencing on the relevant Review Date
- (iii) that the covenants herein contained on the part of the Tenant have been fully performed and observed

AND having regard to open market rental values current at the relevant Review Date but disregarding

- (a) any effect on rent of the fact that the Tenant or his predecessors in title have been in occupation of the Demised Premises
- (b) any goodwill attached to the Demised Premises by reason of the carrying on thereat of the business of the Tenant or his predecessors in title in their businesses and
- (c) any increase in rental value of the Demised Premises attributable to the existence at the relevant Review Date of any improvement to the Demised Premises or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title either:
  - (i) by the Tenant or his predecessors in title during the said Term or during any period of occupation prior thereto arising out of an agreement to grant such Term or
  - (ii) by any tenant of the Demised Premises before the commencement of the Term hereby granted so long as the Landlord or its predecessors in title have not since the improvement had vacant possession of the relevant part of the Demised Premises

AND the improvement was completed not more than twenty one years before the relevant Review Date

- (4) IT IS HEREBY FURTHER PROVIDED in relation to the said revised rent as follows:
  - (i) the arbitration shall be conducted in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force
  - (ii) (a) the fees and expenses of the valuer including the cost of his appointment shall be borne equally by the Landlord and the Tenant who shall otherwise each bear their own



costs and

(b) the valuer shall afford to each of the parties hereto an opportunity to make representations to him and

(c) if the valuer shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may by writing discharge the valuer and appoint another in his place

(iii) when the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall be signed by or on behalf of the Landlord and the Tenant and each party shall bear their own costs in respect of such memoranda as aforesaid

(iv) (a) if the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable at the rate previously payable and at the expiration of 14 days after the revised rent is ascertained the Tenant shall pay to the Landlord the shortfall between the rent and the revised rent payable up to and on the preceding quarter day Together with (by way of further rent) a sum equal to interest at the Bank of England Base Rate current from day to day on the amount of such shortfall computed from the relevant Review Date until the date upon which the sum is paid (provided that if any part of such shortfall is attributable to an instalment of rent payable on a quarter day after the relevant Review Date that part of the shortfall shall only carry interest as from the relevant quarter day)

(b) for the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the parties or as the case may be the date of the award of the arbitrator or of the determination by the valuer

(v) In the event of the arbitrator or valuer being ready to make his award but being unwilling to do so due to the failure of the Tenant to pay the Tenant's share of the costs in connection with the award then the Landlord may serve upon the Tenant a notice requiring the Tenant to pay such costs within fourteen days and if the Tenant fails to comply with the notice then on the expiration of the notice the Landlord may pay to the arbitrator or valuer the Tenant's costs and any amount so paid shall be a debt due from the Tenant to the Landlord and may be recoverable by action or by distress as for rent in arrear

(vi) If by the relevant Review Date the Landlord has not applied for an appointment to be made under Clause 3(3) above either the Landlord or the Tenant may thereafter apply for such an appointment to be made (but so that notwithstanding that the Tenant may apply first the Landlord shall be entitled to elect within one month of receiving written notice of the Tenant's application that the determination is to be made by arbitration failing which it shall be by valuation by independent valuer acting as an expert).

4. THE TENANT HEREBY FURTHER COVENANTS with the Landlord as follows:-

To pay to the Landlord without any deduction the Service Charge (hereinafter called "the Service Charge") being those proportions or percentages specified in Clause 8 hereto of the expenses and outgoings which the Landlord shall in relation to the Building reasonably and properly incur in each Landlord's Financial Year and which are authorised in Clause 5 hereto being subject to the following Terms and provisions:-

- (a) the amount of the Service Charge shall be ascertained and certified by a Certificate (hereinafter called "the Certificate") signed by the Landlords Accountants or Managing Agents (at the discretion of the Landlord acting as experts and not as arbitrators) annually and so soon after the end of the Landlords Financial Year as may be practicable and shall relate to such year in manner hereinafter mentioned;
- (b) the expression "the Landlords Financial Year" shall mean the period from 1st April in each year to 31st March of the next year or such other annual period as the Landlord may in its discretion from time to time determine as being that in which the accounts of the Landlord either generally or relating to the Building or Demised Premises shall be made up;
- (c) a copy of the Certificate for each Financial Year shall be supplied by the Landlord to the Tenant on the Tenants written request and without charge to the Tenant
- (d) the Certificate shall contain a summary of the Landlords said expenses and outgoings incurred by the Landlord during the Landlords Financial Year to which it relates together with a summary of the relevant details forming the basis of the Service Charge;
- (e) the expression "the expenses and outgoings incurred by the Landlord" as herein used shall be deemed to include not only those expenses and outgoings and other expenditure herein described which have been actually disbursed incurred or made by the Landlord during the year in question but also such reasonable part of all such expenses outgoings and other expenditure herein described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made including a sum or sums of money by way of a reasonable provision for anticipated expenditure in respect thereof as the Landlord or its Accountants or Managing Agents (as the case may be) may in their discretion allocate to the year in question as being fair and reasonable in the circumstances;
- (f) the Tenant shall if required by the Landlord with every quarterly payment of rent reserved hereunder pay to the Landlord such sum in advance and on account of the Service Charge as the Landlord its Accountants or Managing Agents (as the case may be) shall specify at their reasonable discretion to be a fair and reasonable interim payment;
- (g) as soon as practicable after the signature of the Certificate the Landlord shall furnish to the Tenant an account of the Service Charge payable by the tenant for the year in question due credit being given therein for all interim payments made by the Tenant in

respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Landlord the amount of Service Charge as aforesaid or any balance found payable or there shall be allowed by the Landlord to the Tenant any amount which may have been overpaid by the Tenant by way of interim payment as the case may require;

(h) it is hereby agreed and declared that the Landlord shall not be entitled to re-enter under the provision in that behalf hereinbefore contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the Certificate but nothing in this Clause or these presents contained shall disable the Landlord from maintaining an action against the Tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Certificate had not been signed at the time of proceedings subject nevertheless to proof in such proceedings by the Landlord that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Tenant;

(i) Provided always notwithstanding anything herein contained it is agreed and declared as follows:

(a) that in regard to the commencement of the Term hereby granted the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March ;

(b) that the provisions of paragraph (g) hereof shall continue to apply notwithstanding the expiration or sooner determination of the Term hereby granted but only in respect of the period down to such expiration or sooner determination of the said Term

(c) the Landlord shall (within 28 days following expiration or sooner determination of the Term hereby created) repay to the Tenant any Service Charge paid in advance by the Tenant relating to any period following expiry of the Term in respect of the Service Charge period current at the expiry of the Term

5. THE LANDLORD (so as to bind the person or persons for the time being entitled to the reversion immediately expectant on the Term hereby created but not to bind itself after it shall have parted with such reversion or to impose further liability on it thereafter) HEREBY COVENANTS with the Tenant as follows:

(1) That the Tenant paying the rent reserved and performing and observing the several covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may quietly and peaceably hold and enjoy the Demised Premises during the said Term without any interruption by the Landlord or any person rightfully claiming under or in trust for it

(2) At all times during the said Term to keep insured the Demised Premises in the name of the Landlord against fire and such other risks as the Landlord shall (acting reasonably and

properly) deem desirable or expedient (subject to such exclusions and exemptions as may from time to time be required by a reputable insurer) including loss of rent for three years and architects' and surveyors' fees in a sum sufficient to cover the cost of re-building the same in case of total destruction and in case the Demised Premises or any part thereof shall be damaged or destroyed by the insured risks to lay out the insurance money for the purpose of reinstating and making good such destruction or damage with all reasonable speed (unless the insurance moneys shall be irrecoverable owing to any act default or omission of the Tenant) PROVIDED ALWAYS that if the rebuilding or reinstatement of the Demised Premises or any part thereof has not been completed so that the Demised Premises are made fit for occupation or use within three years following the date of such damage or destruction then either Party may terminate this Lease by written notice to the other and, in such circumstances, the Term hereby granted shall cease and determine with effect from the date of the event giving rise to the payment of the insurance money and the insurance money shall be divided between the Landlord and the Tenant in the proportions which the value of their respective interests in the Demised Premises bear to one another at the time of the event giving rise to its payment and such proportions shall be determined under the provisions of the Arbitration Act 1996 (or any statutory modifications or re-enactment thereof for the time being in force) by a single arbitrator to be appointed by agreement between the Landlord and the Tenant or in default of agreement by the President for the time being of the Royal Institution of Chartered Surveyors making the appointment at the request of either party

- (3) At all times throughout the said Term (save where destruction or damage results from any act default or omission of the Tenant) to repair maintain and when necessary renew the following parts of the Building of which the Demised Premises forms part (but excluding from this covenant the Demised Premises and the shop front) at such times as the Landlord shall (acting reasonably and properly) determine to be appropriate:

- (i) The roof of the Building
- (ii) The damp proof course (if any) of the Building
- (iii) The rainwater goods of the Building
- (iv) The external brickwork of the Building
- (v) The foundations of the Building

6. PROVIDED ALWAYS AND IT IS HEREBY FURTHER AGREED AND DECLARED
- (1) If the rent or service charge hereby reserved or any part thereof shall at any time be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any material covenant or agreement on the Tenant's part herein contained shall not be performed or observed or if the Tenant for the time being shall suffer any kind of receiver

to be appointed over property which is or includes the Demised Premises or (if an individual) shall become bankrupt or being a Company shall suffer an Administration Order under the Insolvency Act 1986 to be made or shall be wound up or enter into liquidation either voluntarily (save for the purposes of amalgamation or reconstruction) or compulsorily or if the Tenant for the time being shall make any assignment for the benefit of such Tenant's creditors or enter into any agreement or make any arrangement with such Tenant's creditors for liquidation of any debts by composition or otherwise or shall suffer any distress or process of execution to be levied upon such Tenant's goods at the Premises then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereupon the demise shall absolutely determine but without prejudice to the right of action by the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained

- (2) In case the Demised Premises or any part thereof shall at any time be destroyed or damaged by any of the risks against which the Landlord shall have insured the same so as to be unfit for occupation or use then and in such case (unless the destruction or damage was caused by any wilful act or default of the Tenant or the policy or policies of insurance effected by the Landlord shall have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default or omission of the Tenant) the rent hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Demised Premises shall have been rebuilt or reinstated and made fit for occupation and use or until the expiration of three years from the date of such destruction or damage whichever shall be the shorter
- (3) Notwithstanding anything herein contained the Landlord shall be under no greater liability than such as may arise under Section 4 of the Defective Premises Act 1972 either to parties hereto or to strangers to this Lease who may be permitted to enter or use the Demised Premises for accidents happening injuries sustained or for loss of or damage to goods or chattels on the Demised Premises or any part thereof whether arising from the negligence of the Landlord or that of any servant or agent of the Landlord or otherwise
- (4) Nothing herein contained shall be deemed to constitute any warranty by the Landlord that the Demised Premises or any part thereof are authorised under the Planning Acts or otherwise for use for any specific purpose
- (5) (i) The Tenant shall not be entitled to any right of access of light or air to any building erected or to be erected on the Demised Premises or to any other easement not expressly granted by this Lease which would restrict or interfere with the free use of the Building or any adjoining or neighbouring land belonging to the Landlord for building or any other purpose and further that no estate or interest in the soil of the road or roads or footpaths



adjacent to the Demised Premises is or shall be deemed to be included in the demise hereinbefore contained

- (ii) Nothing herein contained shall limit or affect the right of the Landlord in respect of such other premises belonging to the Landlord to deal with the same now or at any time hereafter in any manner which the Landlord may think fit
- (6) Nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in exercise of its functions as a Local Authority and the rights powers duties and obligations of the Landlord under all public and private statutes bye-laws orders and regulations may be fully and effectually exercised in relation to the Demised Premises as if it were not the owner of the Demised Premises and this Lease had not been executed by it
- (7) This Lease shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or any statutory modification or re-enactment thereof
- (8) Without prejudice to any other right remedy or power available to the Landlord if any rent shall not be paid within 14 days after the same shall have become due (whether or not any formal demand shall have been made therefore) or if any other sum of money payable by the Tenant to the Landlord shall not be paid when the same shall become due to pay interest thereon (as well after as before any judgment) at the rate of 3 per centum per annum above base or similar lending rate of the bankers for the time being of the Landlord from time-to-time in force calculated on a day to day basis from the date of the same being due to the date of payment (both dates inclusive) and the aggregate amount for the time being so payable but unpaid shall at the option of the Landlord be recoverable by action or as rent in arrear
- (9) Where the Tenant consists of two or more persons all the covenants agreements and obligations contained herein on the part of the Tenant shall be deemed to have been made jointly and severally by all such persons with the Landlord
- (10) Reference to any statute herein contained shall unless the context otherwise requires be deemed to refer to any statutory modification or re-enactment thereof for the time being in force
- (11) In case of any dispute between the Tenant and any lessee tenant or occupier of any other property in the Building or between the Tenant and any owner or occupier of any adjoining or neighbouring property owned by the Landlord such dispute shall be referred (if the Landlord so requires) to the Landlord for the time being and its decision shall be final and binding on the Tenant
- (12) References to any act or default or omission of the Tenant include any act or default or omission of any sub-tenant or other person deriving title under the Tenant or any servant

agent visitor or licensee of the Tenant sub-tenant or other person deriving title under the Tenant

7. There shall be included in the Service Charges reasonable and proper costs and expenses as may from time to time be incurred in connection with the Landlord's obligations in this Lease relating to the Building PROVIDED that nothing in this clause shall impose upon the Landlord any obligation not contained elsewhere in this Lease to provide any of the services herein mentioned it being the intention of the parties that the Landlord shall incur such expenses if it considers the same are necessary or desirable in the general interest of the lessees or occupiers of the Building or in the interests of good estate management the said costs and expenses being the cost incurred by the Landlord in complying with its obligations under Clause 5 of this Lease including any Value Added Tax or any other tax that may be payable
8. On and from the first anniversary of the date of this Lease, the Tenant shall pay to the Landlord on the dates and in the manner hereinbefore provided 30% of the proper evidenced costs and expenses incurred by the Landlord in respect of the services specified at Clause 5(3) of this Lease PROVIDED THAT such costs shall not during the Term exceed the sum of £3,500 ("the Service Charge Cap") in any Landlord's Financial Year
9. Subject to the Service Charge Cap referred to above, the Landlord shall be entitled by giving written notice to the Tenant to vary the Tenants Service Charge percentage from time to time as a consequence of any alteration or addition to the Building or any alteration in the arrangements for the provision of services therein or any other relevant circumstances
  - (ii) Any variation in the Tenants Service Charge percentage shall take effect from such date as the Landlord may specify in such written notice having regard to the date of occurrence of the reason for such variation
10. **Option To Determine**
  - (1) In this clause the following definitions apply:  
**Break Date:** means 19 February 2019  
**Break Notice:** notice to terminate this Lease.
  - (2) the Tenant may terminate this Lease on the Break Date by serving the Break Notice on the Landlord at least six months before the Break Date PROVIDED THAT the Break Notice shall be accompanied by a payment equivalent to five months' rent as calculated at the date of the Break Notice.
  - (3) The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or e-mail.
  - (4) A Break Notice delivered or sent by the Tenant in accordance with clause 10.2 shall be deemed to have been served on the Landlord:

- (a) if delivered by hand, on the day of delivery, except that if delivery occurs after 5.00 pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day;
- (b) if sent by pre-paid first-class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
- (5) Time shall be of the essence in respect of all time periods and limits in this clause 10.
- (6) Subject to the provisions of this clause 9, following service of the Break Notice, this Lease shall terminate on the Break Date specified in the Break Notice.
- (7) Termination of this Lease pursuant to this clause shall be without prejudice to any right or remedy of either the Landlord or the Tenant in respect of any antecedent breach of their respective covenants of this Lease.

IN WITNESS WHEREOF the Landlord and the Tenant have caused their Common Seals to be hereunto affixed the day and year first before written

**SCHEDULE 1**  
**Tenant's Works**

## SCHEDULE OF CONDITION





## SCHEDULE OF CONDITION



OF

28 FULHAM PALACE ROAD  
LONDON  
W6 9PH

FOR

MR JEROME DWYER  
ANTIPODESPRESSO LTD  
4 LAYTON ROAD  
HOUNSLOW  
TW3 1YH

DATE OF INSPECTION: Thursday 26<sup>th</sup> September 2013  
REF: 4780 SOC 300913  
TAKEN BY: NATHAN SPROULE  
WEATHER: Fine



BRITTAIN HADLEY  
CHARTERED BUILDING SURVEYORS  
Barley Mow Centre Barley Mow Passage Chiswick London W4 4PH  
TEL NO - 020 8742 7704 FAX NO - 020 83983157  
[www.info@brittainhadley.co.uk](http://www.info@brittainhadley.co.uk)



- Electricity -  
- Working on 11/2/13

**1.00 INTRODUCTION**

- 1.01 This Schedule of Condition has been prepared to record the condition of 28 Fulham Palace Road, London W6 9PH at the commencement of a new lease between Mr Jerome Dwyer (Lessee) and Hammer and Fulham Council (Lessor)
- 1.02 Our inspection was undertaken on Thursday 26<sup>th</sup> September 2013.

**2.00 PROPERTY DESCRIPTION**

- 2.01 The property at 28 Fulham Palace Road is a ground floor commercial space constructed using brick walls, concrete floors and a timber frame ceiling. We are advised the size of the shop being let is approximately 300 sq ft. There are other premises at first floor and second floor levels above the front of the shop not included in this lease. The rear of the shop is set below a flat roof clad with felt.

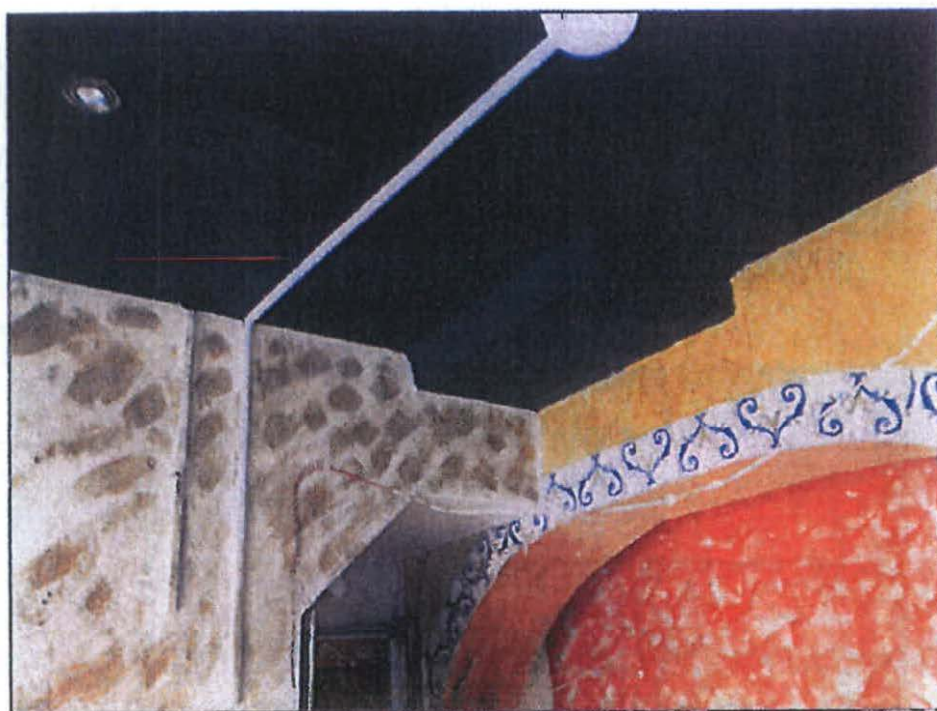
**3.00 UNDERTAKING**

- 3.01 This schedule records the condition of the shop before the commencement of the lease such that the Lessee is under no obligation to return it to the Landlord in a better state than it is currently.
- 3.02 We understand the Lessee is only responsible for the internal areas of the shop and maintenance of the building externally will remain the responsibility of the Lessor / Landlord.
- 3.03 The Schedule is a photographic record only and can only be relied upon by the two parties to the lease.
- 3.04 The report should be construed as a comment upon the overall condition of the property and the quality of the structure and not an inventory of every single defect, some of which would not significantly affect the value of the property.
- 3.05 The property was unoccupied at the time of inspection. However, it was not practical to inspect those parts of the structure which were covered, unexposed or otherwise inaccessible but this schedule does relate to all parts of the structure which were reasonably accessible. We have not moved large items of furniture to facilitate our inspection.





**Photo 1:** The front of the shop

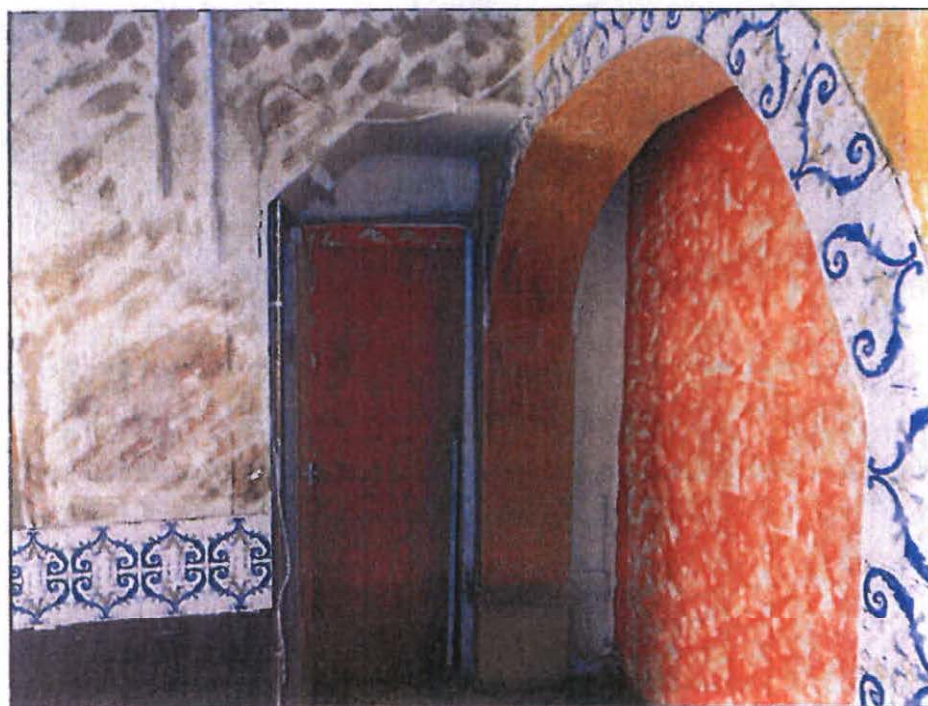


**Photo 2:** The front of the shop





**Photo 3:** The front of the shop



**Photo 4:** The front of the shop



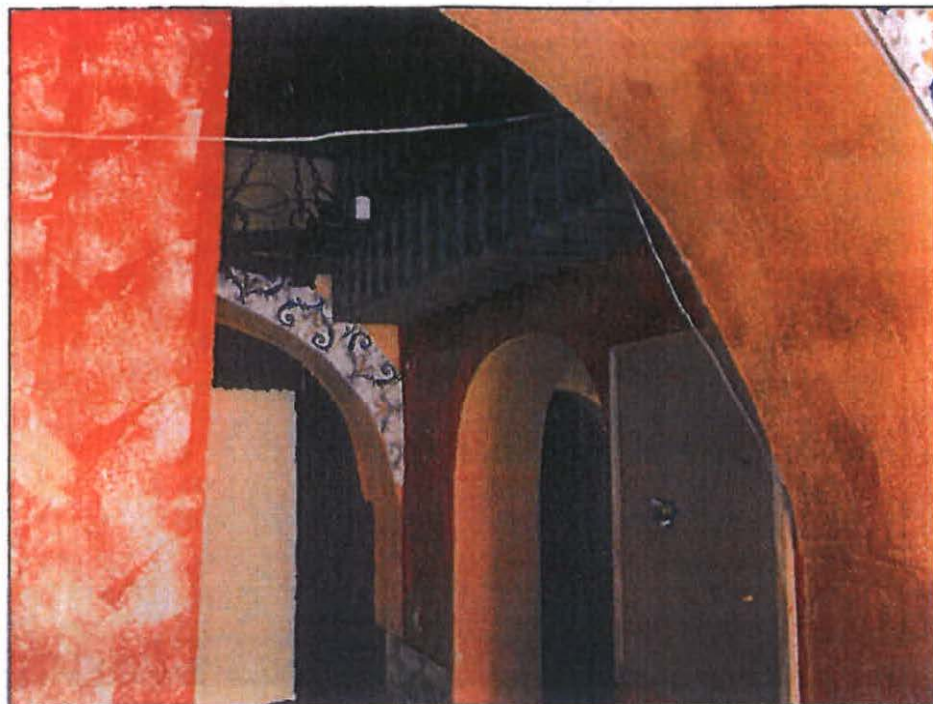


**Photo 5:** Storage under the stairs



**Photo 6:** The front of the shop





**Photo 7:** The front of the shop



**Photo 8:** The front of the shop





**Photo 9: Kitchenette**



**Photo 10: Kitchenette**



Photo 11: Kitchenette

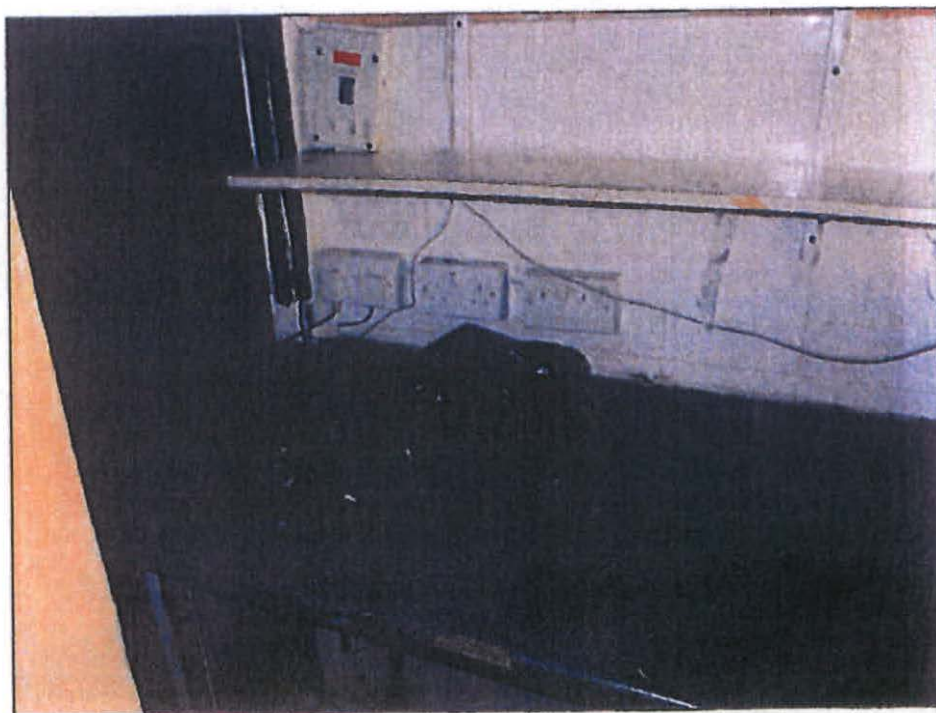


Photo 12: Kitchenette





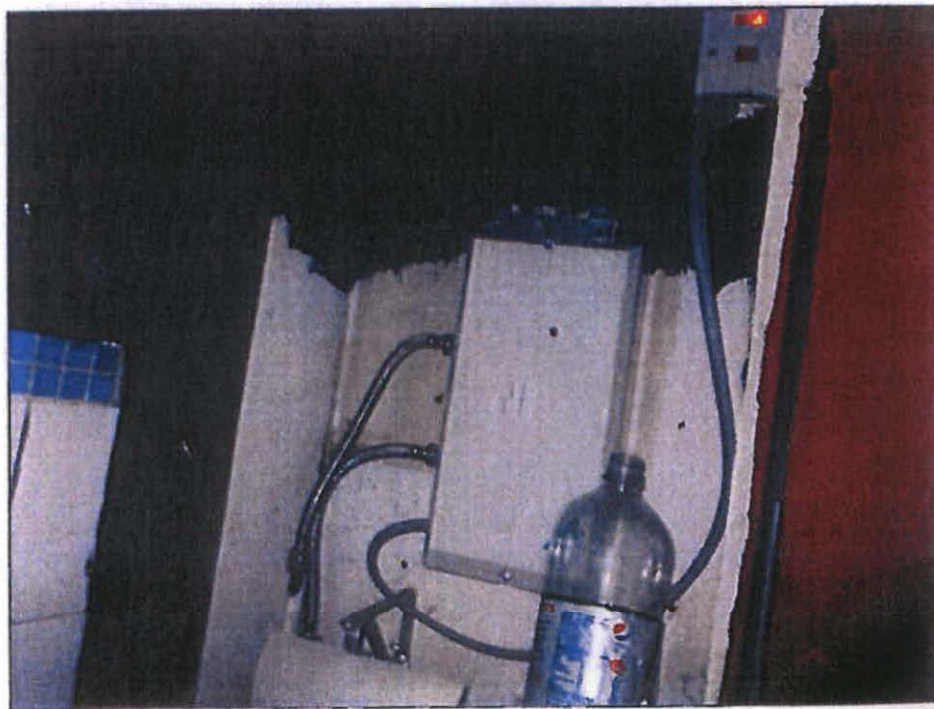
**Photo 13: Manhole in the kitchenette**



**Photo 14: Toilet**



**Photo 15: Toilet**



**Photo 16: Toilet**





Photo 17: Toilet

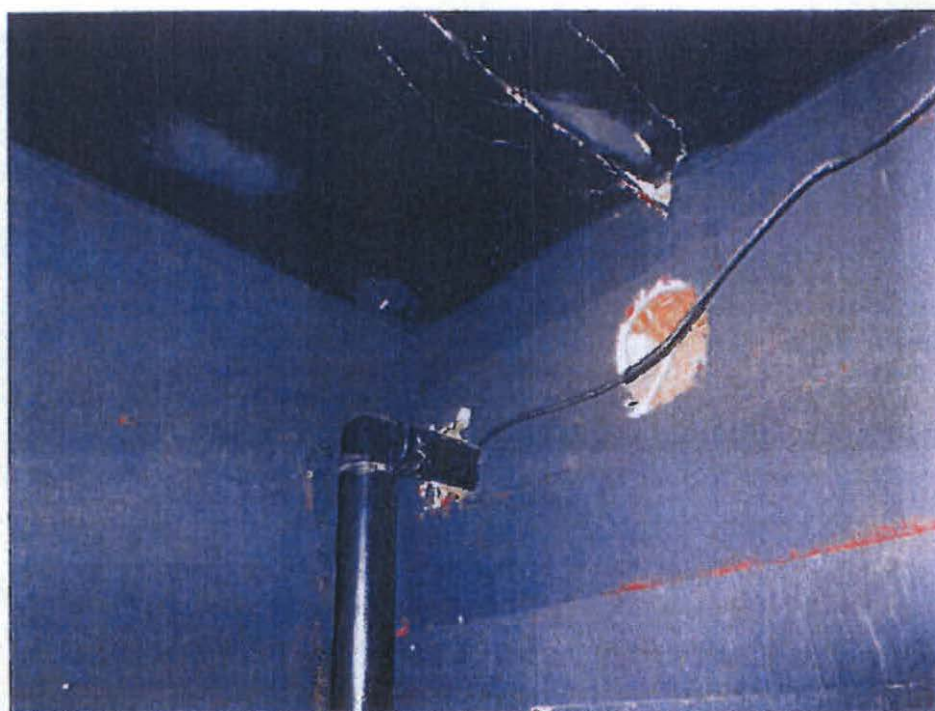


Photo 18: Toilet





Photo 19: Kitchenette

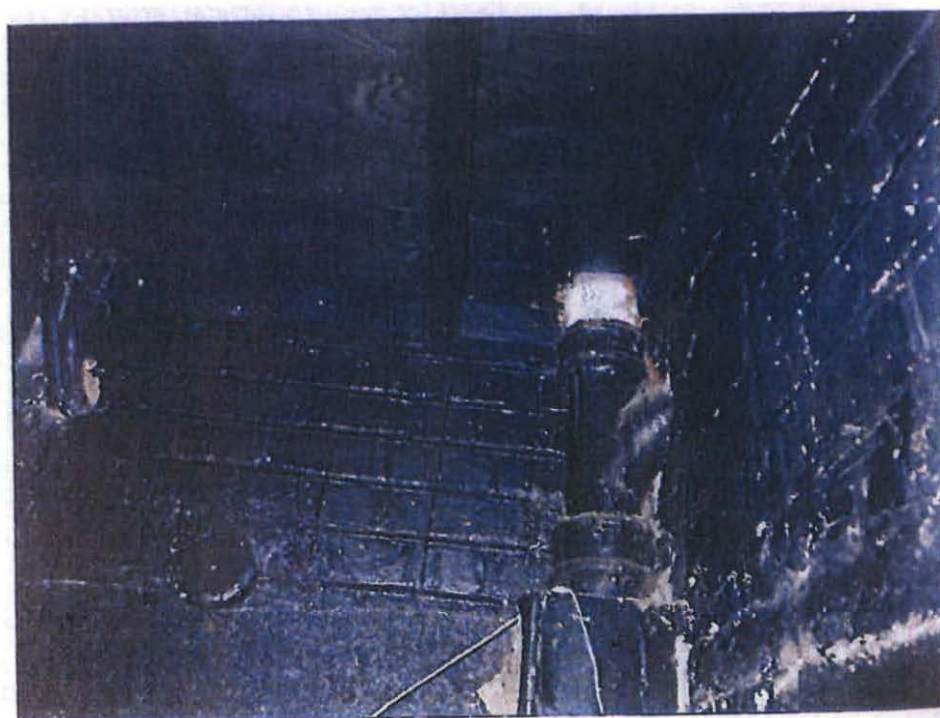
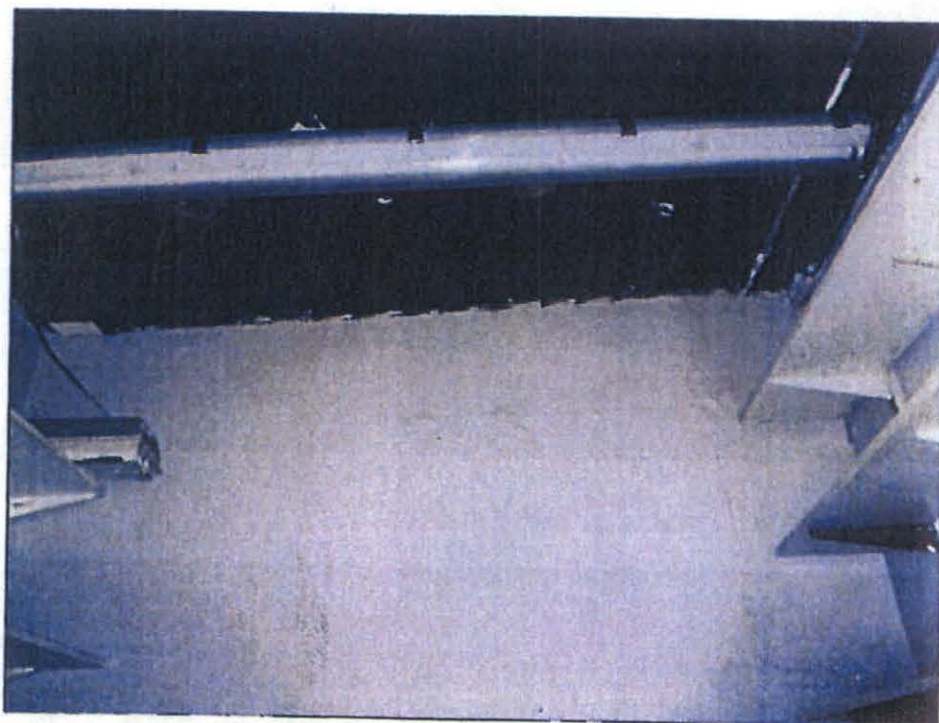


Photo 20: Kitchenette





**Photo 21: Kitchen**



**Photo 22: Kitchen**



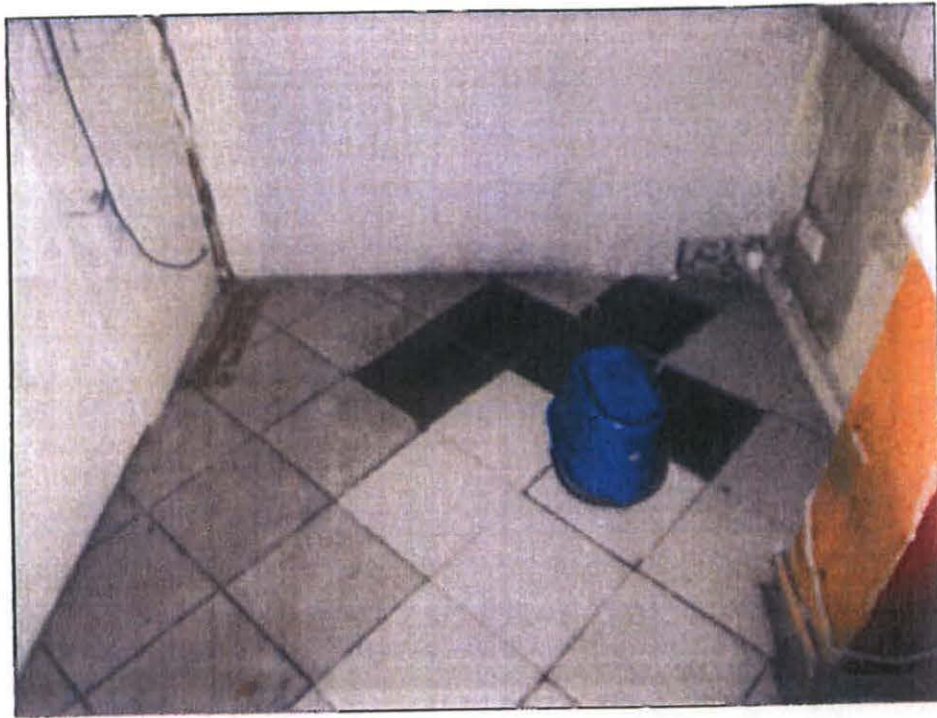
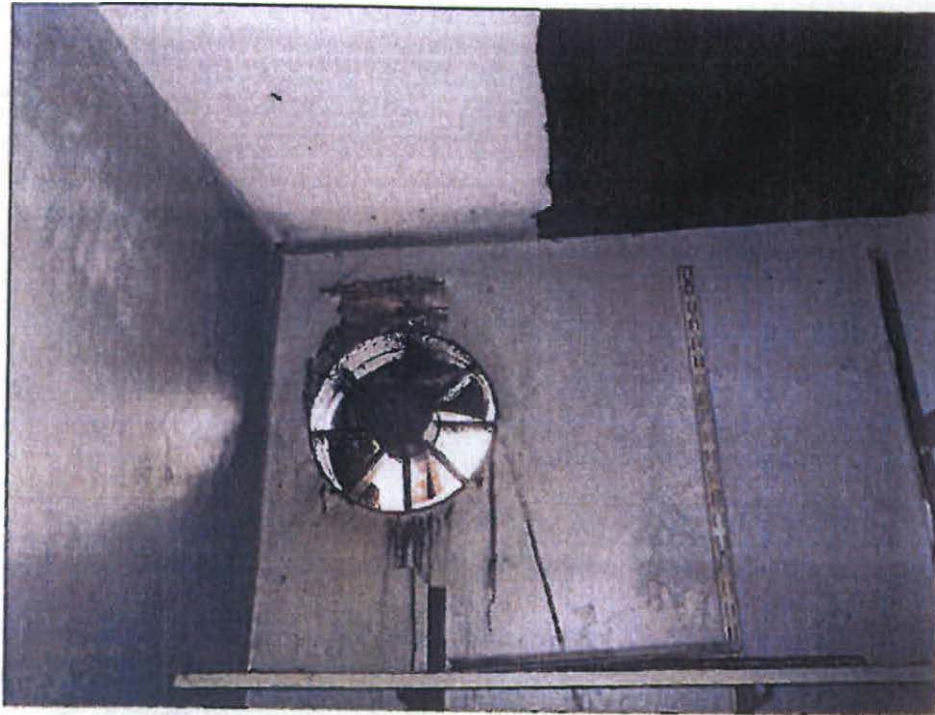


Photo 23: Kitchen



Photo 24: Kitchen





**Photo 25: Kitchen**



**Photo 26: Kitchen**





Photo 27: Kitchen

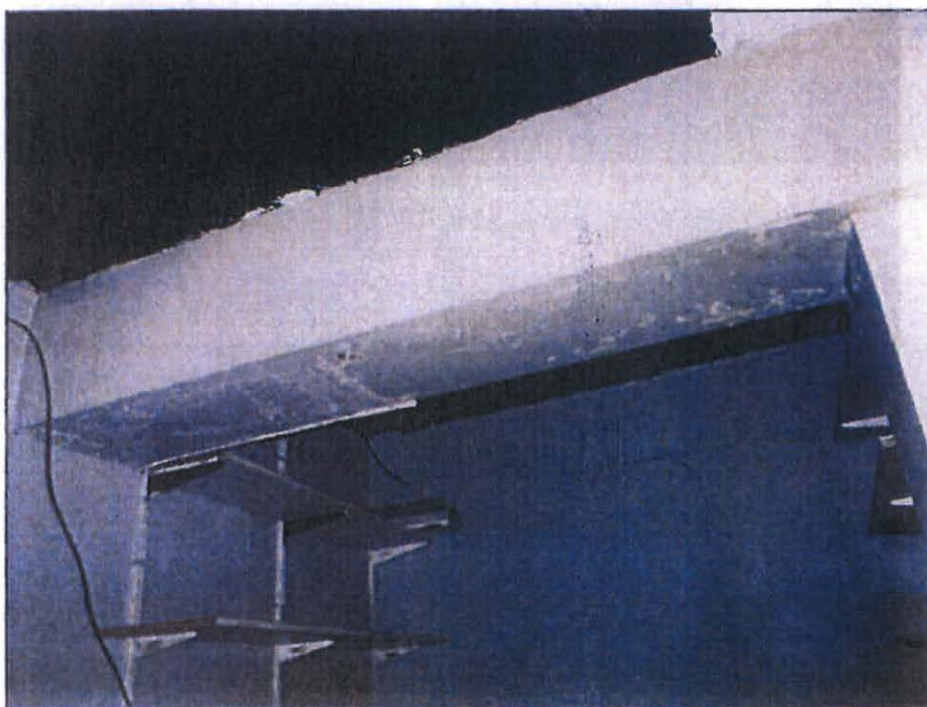


Photo 28: Kitchen



**Photo 29: Kitchen**



**Photo 30: Kitchen**





Photo 31: Kitchen



Photo 32: Outside the Kitchenette





**Photo 33:** Front of shop

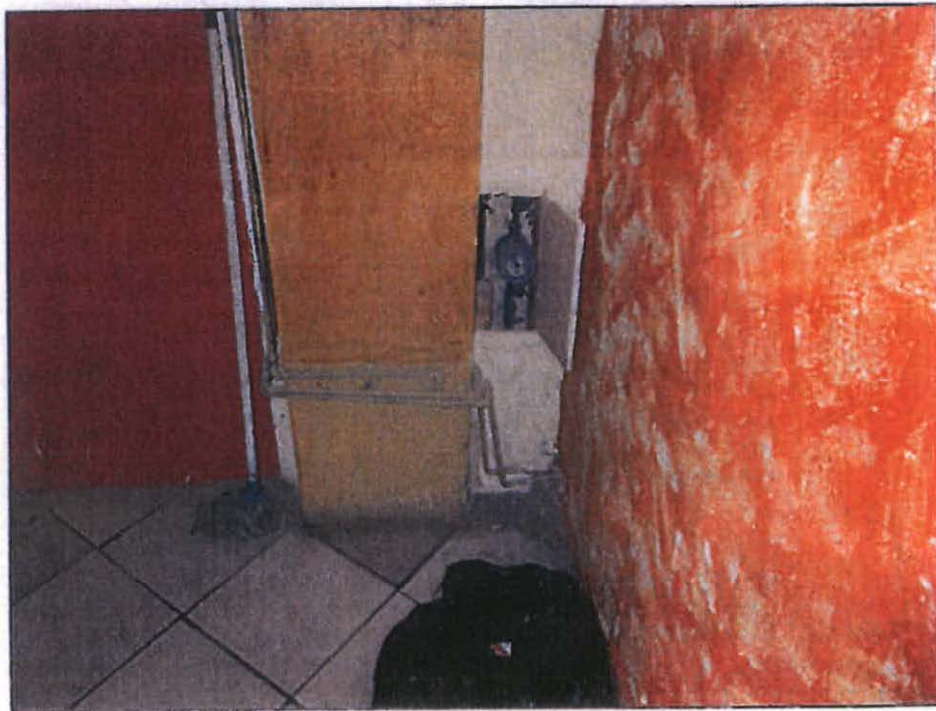


**Photo 34:** Front of shop





**Photo 35:** The water meter reading is 78548/9

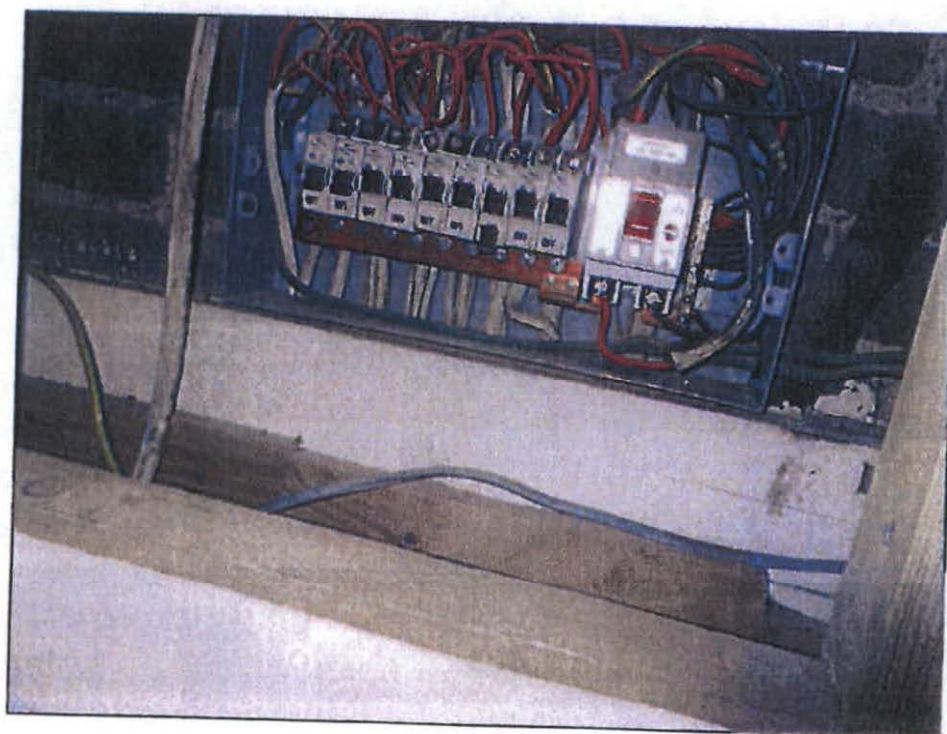


**Photo 36:** Front of shop





**Photo 37:** The electric meter readings are 180382 and 047027. We are not sure why there are 2 x meters?



**Photo 38:** Electric consumer unit.



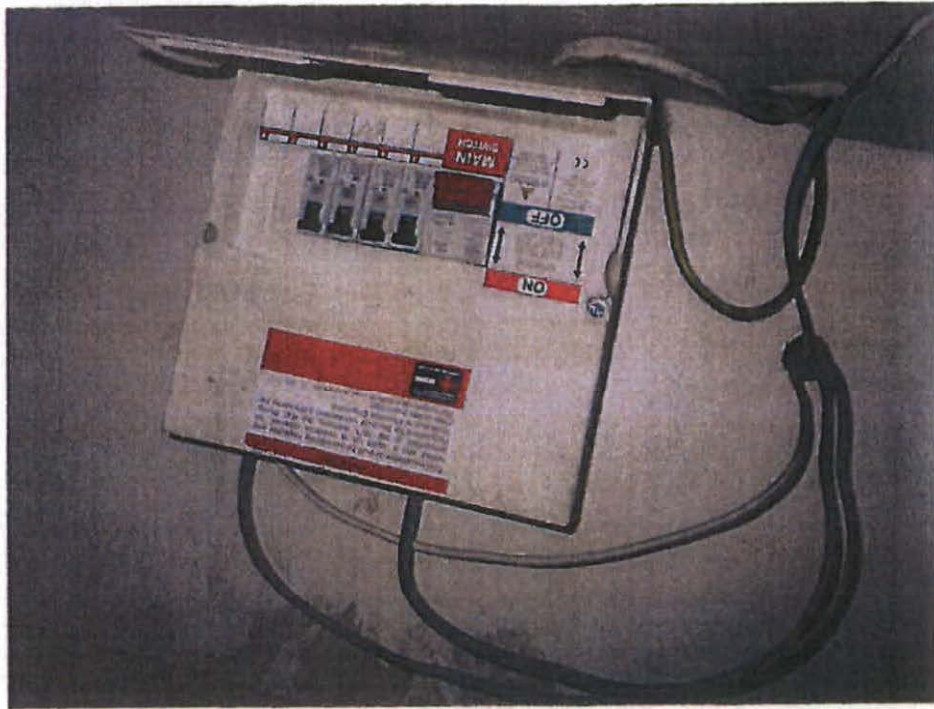
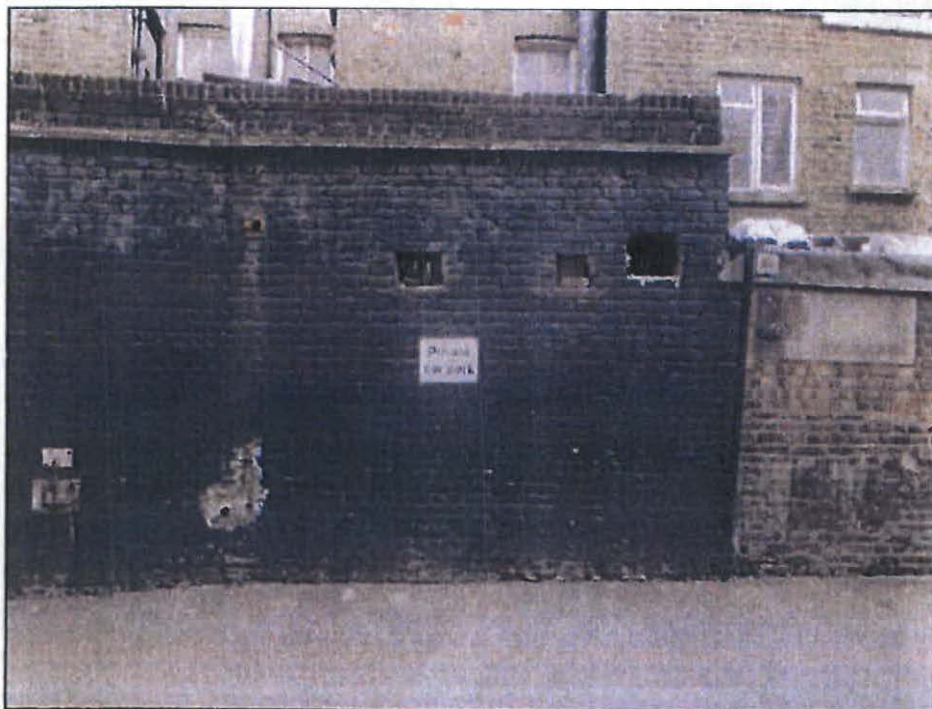


Photo 39: Electric consumer unit.



Photo 40: Safe in the floor within the storage area beneath the stairs.





**Photo 41:** External rear wall.



**Photo 42:** The flat roof above the rear of the shop.





**Photo 43:** The flat roof above the rear of the shop.



**Photo 44:** The flat roof above the rear of the shop.





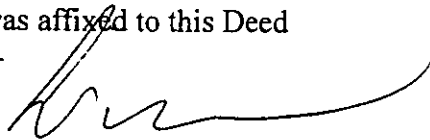


**Photo 45:** The flat roof above the rear of the shop.

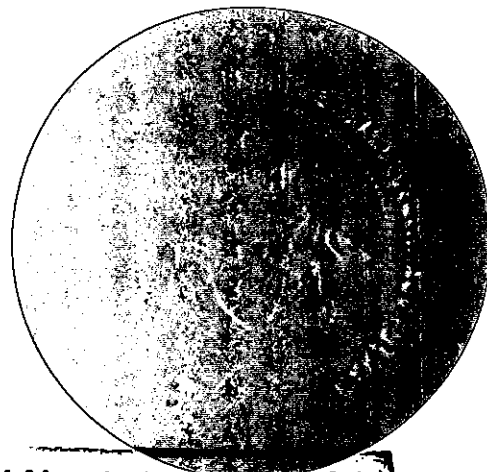


**Photo 46:** There is a drain in the flat roof above the rear of the shop at the junction of the sloping roof and the flat roof.

THE COMMON SEAL OF THE COUNCIL OF )  
THE LONDON BOROUGH OF HAMMERSMITH )  
AND FULHAM was affixed to this Deed )  
in the presence of:- )



The Officer duly authorised on  
behalf of the Council



Seal No. 14/ 1019

*Exchanged as a Deed by*  
~~THE COMMON SEAL OF~~  
ANTIPODESPRESSO LIMITED  
~~was affixed to this Deed in the presence of:-~~  
*acted by JEROME BAKER, a director.*

Director

Secretary/Director

DATED

THE LONDON BOROUGH OF HAMMERSMITH AND  
FULHAM

- to -

ANTIPODESPRESSO LIMITED

LEASE

- of -

28 Fulham Palace Road, Hammersmith, London W6 9PH

Term: 10 Years from

Term expires: 2024

Rent: £24,000.00 per annum

exclusive payable quarterly in

advance (subject to review in the fifth year of the Term)

Michael Cogher

Assistant Director (Legal and Democratic Services)

The London Borough of Hammersmith and Fulham

Town Hall

King Street

London W6 9JU

Ref:



Revisions		Date		Rev.	Init.
Notes					
surveyed	init.	date			
		HOR		Aug. '13	
drawn		CEP		Aug. '13	
checked		HOR		Sept. '13	

Scale	Original Sheet Size
As shown	A3

HAMMERSMITH & FULHAM  
COUNCIL

TRANSPORT & TECHNICAL  
SERVICES

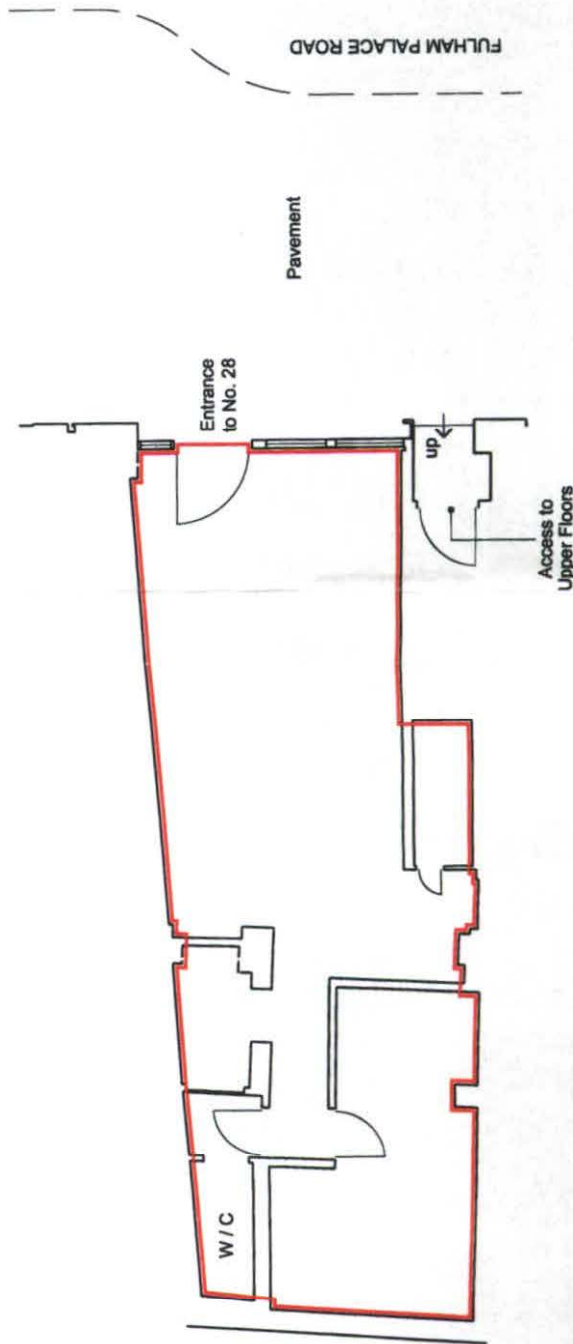
TOWN HALL, KING STREET  
LONDON, W6 9JU  
Telephone 020 8748 3020

TITLE  
28 FULHAM PALACE  
ROAD  
LONDON W6 9PH  
GROUND FLOOR  
SHOP UNIT  
SURVEY

dwg.no.	rev.
55100/105	



LOCATION PLAN  
SCALE 1:1250

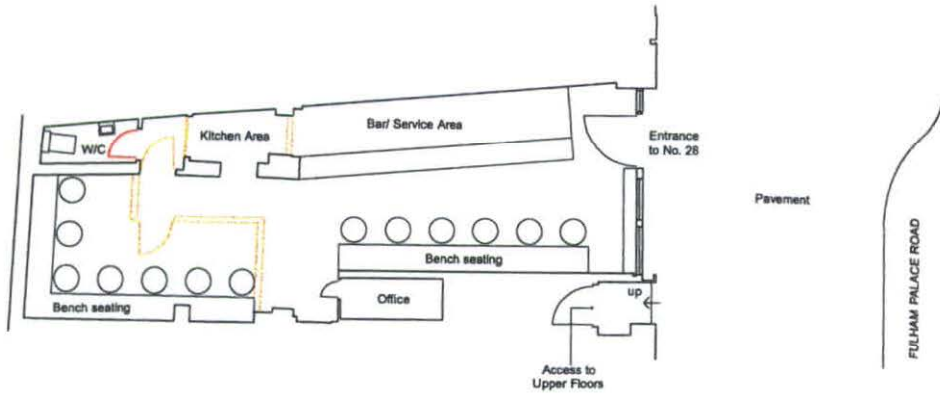


GROUND FLOOR PLAN  
SCALE 1:100





PLAN



Existing  
Removed  
New

GROUND FLOOR PLAN  
SCALE 1:100

FULHAM PALACE ROAD