

THIS LEASE IS MADE THE

29th

DAY OF

JULY

2019

PARTIES

- (1) PAUL DAVID JONES and SALLY DIANE JONES of 33 Plantation View Silsoe Bedfordshire MK45 4GG (the **Landlord**);
- (2) SARAH OKAFOR of West-Ten Law Chambers 151 Tennyson Road Luton Bedfordshire LU1 3RP (the **Tenant**);

1 Definitions

- 2003 Order** the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003;
- Adjoining Property** includes the remainder of the Building and any land or property adjoining or near the Property whether or not owned, leased or occupied by the Landlord from time to time;
- Building** 2 Tennyson Road, Luton, Bedfordshire and registered with title absolute at HM Land Registry under title number BD263734 and all Service Media on, over or under it and Service Media outside but exclusively serving it (excluding in both cases, any Service Media which are not owned by the Landlord);
- Common Parts** the entrance, hall, stairway, landing, corridor, lavatories, refuse area, other internal areas of the Building (except the Property and any other parts of the Building which are let or intended for letting) and the pedestrian ways, access road, forecourt, car park, refuse area, landscaped area and other external areas of the Building from time to time;
- Deposit** the sum of £1,625
- Event of Insolvency** where:
- (a) being a body corporate:
 - (i) goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation of a solvent body corporate immediately carried into effect);
 - (ii) is deemed unable to pay its debts as defined in s 123 of the Insolvency Act 1986;
 - (iii) has a receiver, manager or administrative receiver or provisional liquidator or administrator appointed;
 - (iv) makes or suffers to be made a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or for a compromise or arrangement under Part 26 of the Companies Act 2006 in relation to it;
 - (v) presents or suffers to be presented an application for an administration order in relation to it (whether an interim order or otherwise); or
 - (b) being an individual or being more than one individual any one of them:
 - (i) makes a bankruptcy application to an adjudicator pursuant to s 263H of the Insolvency Act 1986;
 - (ii) has presented to the court a bankruptcy petition or is in circumstances such that a bankruptcy petition could be presented

under Part IX of the Insolvency Act 1986;

(iii) makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or

(iv) a receiver or manager is appointed over any of his assets,

and in the case of any company or individual resident in a jurisdiction other than England or Wales the various references in this definition shall be deemed to relate to analogous proceedings or events applying in such jurisdiction;

Group Company	means another member of the same group of companies (as defined by s 42 of the Landlord and Tenant Act 1954);
Guarantor	includes any person who has entered into a guarantee in respect of this lease and for the purposes of this Lease includes any person who has entered into an authorised guarantee agreement in relation to this lease;
Head Lease	the Lease dated 4 th April 2008 and made between Paul David Jones and Sally Diane Jones (1) and City Trustees Limited and Paul David Jones
Insurance Costs	<p>the cost to the Landlord (before any commission) of insuring:</p> <ul style="list-style-type: none">(a) the Building (excluding any plate glass within let areas) against the Insured Risks for its full reinstatement cost, including the costs of demolition, shoring-up and site clearance, temporary works, compliance with local authority requirements in connection with any works of repair or reinstatement, architects', surveyors' and other professional fees and other incidental expenses, and in each case with due allowance for inflation and VAT; and(b) against loss of the Rent (having regard to the provisions for the review of the Rent) for a period of three years; and(c) against public liability of the Landlord in connection with any matter relating to the Building or its occupation or use including also the cost of any insurance valuations carried out by or on behalf of the Landlord, but not more than once in every two years;
Insured Risks	fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from such aircraft, riot, civil commotion and malicious damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable) and any other risks the Landlord may from time to time insure against (whether at its own discretion or at the request of the Tenant);
Interest	Interest at the rate of 4 % over base rate of Barclays Bank PLC (or other recognised London clearing bank nominated by the Landlord);
Landlord's Surveyor	a surveyor appointed by the Landlord who may be an individual or a firm or company of chartered surveyors, or an employee of the Landlord or a Group Company of the Landlord;
Legislation	<p>all legislation in force in the United Kingdom at any time during the Term, including:</p> <ul style="list-style-type: none">(a) directives, decisions and regulations of the Council or Commission of the European Union;

HM Land Registry

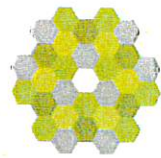
Official copy of title plan

Title number **BD258633**

Ordnance Survey map reference **TL0920SW**

Scale **1:1250**

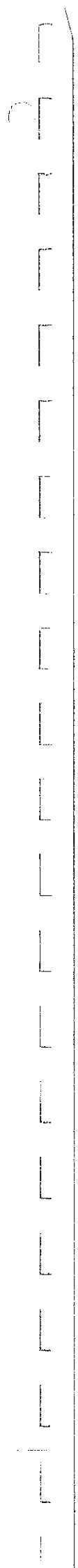
Administrative area **Luton**



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- (b) Acts of Parliament;
- (c) orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction; and
- (d) any approved codes of practice issued by or with the authority of a statutory body, and reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted and all subordinate legislation made under it from time to time;

Permitted Use as a retail shop or office premises for the provision of legal services

Plan the plan annexed to this lease

Policy Exclusion any condition, exclusion or limitation which may be imposed by the Landlord's insurers but does not include any excess;

Property the property known as ground floor 2 Tennyson Road Luton Bedfordshire and shown for identification edged red on the Plan and including:

- (a) the whole of the shop front
- (b) the internal plasterwork including the ceilings
- (c) all window frames and the glass in them;
- (d) all door frames, the doors in those frames and the glass (if any) in those doors;
- (e) the floor and floor coverings
- (f) the Service Channels exclusively serving the Property; and
- (g) the Landlord's fixtures and fittings

but excluding:

- (i) any Service Media within the Property but which do not serve it exclusively, or which are not owned by the Landlord;
- (ii) the entrance hall and staircase gaining access to the first floor of the Building

Rent £6,500 a year;

Rent Commencement Date 29th day of July 2019

Rent Payment Days 25 March, 24 June, 29 September and 25 December;

Service Media all conduits, cables, channels, conductors, drains, ducts, pipes, risers, sewers, vents and any other equipment and apparatus used for the reception, generation, passage, transmission and/or storage of Utilities;

Structural Parts any part of the Building except:

- (a) Common Parts;

	(b) the Property; and
	(c) any other parts which are let or intended for letting;
Surveyor	an independent chartered surveyor with at least [ten] years' experience valuing premises comparable to the Property;
Tenant's Proportion	50%;
Term	a term starting on 29 th day of July 2019 and ending on 28 th day of July 2022 and the period of any holding over or continuation of the tenancy granted by this lease;
Uninsured Damage	means damage to or destruction of the whole or any part of the Building OR Property or access to them which renders the Property unfit for beneficial occupation and use by a risk which would be an Insured Risk but for: <ul style="list-style-type: none"> (a) Insurance being or becoming unavailable in the insurance market at a reasonable commercial rate; (b) the risk not being insured or fully insured by reason of it being a Policy Exclusion in respect of the Building or Property;
Utilities	electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, oil and soil, signals, electronic communications and all other utilities;
VAT	value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.

2 Interpretation

In this lease:

- 2.1 The schedule and clause headings are for reference only and do not affect its construction or interpretation;
- 2.2 Unless the contrary intention is expressed, references to clause and schedule numbers are to the relevant numbered clauses or schedule in this lease;
- 2.3 the words 'liability' and 'liable' include all claims, demands, proceedings, damages, costs and expenses and loss incurred or suffered by the relevant party;
- 2.4 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.5 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.6 the word 'today' refers to the date of this lease;
- 2.7 an obligation to do any act includes an obligation to procure that it is done;
- 2.8 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.10 references to the end of the Term are to its expiry or sooner determination (whenever and however it ends);

- 2.11 references to a 'fair proportion' of any sum are to the whole or a proportion of that sum which is fair and reasonable as determined by the Landlord's Surveyor (whose decision will be final and binding (except in case of manifest error or injustice)) but which means, unless other special circumstances exist (in the Landlord's reasonable opinion), the proportion that the Net Internal Area of the Property bears to the aggregate of the Net Internal Area of all lettable space in the Building;
- 2.12 in this lease the word 'security' includes a guarantee or rent deposit;
- 2.13 a reference to Landlord's consent means its prior written consent contained in a formal deed in such form as the Landlord may reasonably require and (where required) the consent of any superior landlord or mortgagee of the Landlord. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed;
- 2.14 a reference to the Landlord's approval means prior approval in writing which may be withheld or given subject to conditions in the Landlord's absolute discretion;
- 2.15 the expression the 'Landlord' includes the person or persons from time to time entitled to possession of the Property when this lease comes to an end;
- 2.16 the expression the 'Tenant' includes the successors in title of the Tenant;
- 2.17 the expressions 'landlord covenants', 'tenant covenants' and 'authorised guarantee agreement' are to have the same meaning as is given by the Landlord and Tenant (Covenants) Act 1995, s 28(1).

3 Lease of the Property

- 3.1 The Landlord with full title guarantee lets the Property to the Tenant for the Term.
- 3.2 The Tenant may hold and use the Property during the Term without any interruption (except as authorised by this lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

4 Rights granted

- 4.1 The Landlord grants the following rights to the Tenant:
- 4.1.1 the right to free passage and running of Utilities through the Service Media serving the Property and connect to the Service Media serving the Building and as is available for connection to the lettable space in the Building;
- 4.1.2 The right of support and protection for the benefit of the Property that is now enjoyed from all other parts of the Building;
- 4.2 The rights granted by clause 4.1:
- 4.2.1 are granted only to the extent that the Landlord has power to grant them;
- 4.2.2 unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them from time to time;
- 4.2.3 may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised.
- 4.3 Nothing contained or referred to in this lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1 and s 62 of the Law of Property Act 1925 does not apply to this lease.
- 4.4 Nothing contained or referred to in this lease entitles the Tenant to the benefit of, or the right to enforce, or to prevent the release or modification of any agreement entered into by any other tenant or occupier of the Building OR Property with the Landlord.

5 Rights excepted and reserved

- 5.1 The Landlord excepts and reserves from this lease the right:
- 5.1.1 to build, or carry out works, to the Building or any Adjoining Property, or to build into any of the boundary walls, foundations or roofs of the Property even if those building or works

adversely affect the access of light or air to the Property or otherwise adversely affect beneficial use and enjoyment of the Property;

- 5.1.2 to inspect, connect into, repair and replace any Service Media on, under or over the Property, but which do not form part of the Property and to construct Service Media over or under the Property and the right to free passage and running of Utilities through any Service Media;
- 5.1.3 to enter the Property to inspect its state and condition;
- 5.1.4 of light, air, support, shelter, protection and all other easements and rights at the date of this lease belonging to or enjoyed by other parts of the Building or any Adjoining Property of the Landlord over the Property;
- 5.1.5 to attach or place on the Property and/or Building any signs and notices, scaffolding or other equipment reasonably required in connection with works being carried out by the Landlord even if that adversely affects OR so long as that does not affect beneficial use and enjoyment of the Property;
- 5.1.6 to enter the Property to exercise any right excepted and reserved by this lease, or for any other reasonable purpose connected with this lease or with the Landlord's interest in the Property or any Adjoining Property;
- 5.1.7 to use the remainder of the Building in such manner as the Landlord thinks fit.

5.2 The rights excepted and reserved by this lease are excepted and reserved to the Landlord and any superior landlord or mortgagee, and may be exercised by anyone authorised (expressly or impliedly) by the Landlord or a superior Landlord.

5.3 The Tenant must allow any person who has a right or authority to enter the Property to do so at all reasonable times, during and outside usual business hours OR Opening Hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Property if entry cannot be effected in any other way. The Landlord will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable.

6 Tenant's payments to the Landlord

6.1 The Tenant must pay to the Landlord:

- 6.1.1 the Rent in advance and in equal instalments on the Rent Payment Days;
- 6.1.2 the Tenant's Proportion of the Insurance Costs within seven days of the Landlord's written demand (including any demand received after the end of the Term but relating to a period within the Term);
- 6.1.3 all other payments due to the Landlord on demand.

6.2 The first instalment of the Rent must be paid today, and is to be a proportionate amount for the period starting on the Rent Commencement Date until the next Rent Payment Day.

6.3 All payments must be made in cleared funds by the due date and, if required by the Landlord, the Tenant must pay them by banker's standing order, direct debit or credit transfer to a bank account in the United Kingdom which the Landlord has notified in writing to the Tenant.

6.4 The Tenant must not make any deductions or set-off from any payments due to the Landlord.

6.5 The Tenant's Proportion of Insurance Costs and all other payments due to the Landlord including any VAT on them are all reserved as rent.

7 Tenant's responsibility for other payments

7.1 The Tenant must pay and indemnify the Landlord against all present and future rates (including any rating relief for empty premises that the Landlord is unable to claim after the Term has ended because of any claim made by the Tenant during the Term), duties and assessments charged on or

payable in respect of the Property (except any tax imposed on the Landlord in respect of the receipt of rents reserved by this lease or any dealing with or disposition of the Landlord's interest in the Property).

7.2 The Tenant must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property.

7.3 The Tenant must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Landlord in respect of any land or Service Media outside but serving the Property.

7.4 The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with:

7.4.1 any proceedings under s 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices and any steps taken in contemplation of, or in relation to those proceedings, and even if forfeiture is avoided (unless it is avoided by relief granted by the court);

7.4.2 enforcing or seeking to enforce any of the tenant covenants in this lease:

(a) by whatever means;

(b) whether during or after the end of the Term; and

(c) whether or not proceedings in relation to breach of the relevant covenant are contemplated, have been commenced or have concluded;

7.4.3 the preparation and service of schedules of dilapidations at any time during the Term (or within 12 months after the end of the Term in respect of dilapidations arising during the Term), and supervising any works undertaken to remedy those dilapidations;

7.4.4 the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease, including the costs of preparing and serving any notice under s 17 of the Landlord and Tenant (Covenants) Act 1995; and

7.4.5 any application for a consent or approval of the Landlord (including the preparation of any documents) required by this lease (whether or not consent or approval is granted and whether or not the application is withdrawn). VAT

7.5 Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord under this lease, the Tenant must also pay any VAT due in connection with that supply.

7.6 Where the Tenant is to reimburse the Landlord for any payment made by the Landlord under or in connection with this lease, then the Tenant must also reimburse any VAT payable on it, except to the extent that the Landlord is able to obtain an input credit for the VAT from HM Revenue & Customs.

8 Interest

The Tenant must pay Interest to the Landlord:

8.1 if the Rent is not paid to the Landlord on the due date for payment, or if the Landlord refuses to accept Rent when the Tenant is, or may be, in breach of any of its obligations in this lease; and

8.2 if any other sum payable under this lease is not paid to the Landlord within seven days after the due date for payment, or if the Landlord refuses to accept any other such sum when the Tenant is, or may be, in breach of any of its obligations in this lease,

in each case, for the period starting on the due date until payment is made by the Tenant or (where applicable) accepted by the Landlord (both before and after any judgment).

9 Landlord's Obligations

9.1 The Landlord will keep in good repair and condition the structure of the Building including the roof.

- 9.2 All drains that are common to the shop and any adjoining part of the Building are shared drains and the expense of maintaining and cleansing them shall be borne by the Tenant and the Landlord in equal shares

10 Landlord's responsibility for insurance and reinstatement

- 10.1 The Landlord must insure the Building (but not any plate glass in the Property or any part of the Property installed by the Tenant or any other occupier) for its full reinstatement cost against the Insured Risks, through an agency chosen by the Landlord and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord.
- 10.3 The Landlord must on demand (but not more than once in any year of the Term) give the Tenant a copy of the current insurance policy.
- 10.4 If the Building OR Property is damaged or destroyed by an Insured Risk then:
- 10.4.1 unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 11.4; and
- 10.4.2 subject to the Landlord being able to obtain any necessary consents and to the necessary labour and materials being and remaining available,
the Landlord will use the insurance moneys it receives (except any received for loss of rent or public liability) in repairing and reinstating the Building OR Property (other than any part which the Landlord is not obliged to insure) or in building a reasonably comparable building OR property as soon as reasonably possible and in compliance with all applicable Legislation.
- 10.5 If the insurance moneys received by the Landlord are insufficient to repair or reinstate the Building OR Property the Landlord must pay the shortfall.

11 Tenant's obligations relating to insurance

The Tenant must:

- 11.1 pay the Tenant's Proportion of Insurance Costs in accordance with this lease;
- 11.2 comply with the requirements of the insurers relating to the Building and the AND Property and not do or omit to do anything which may make any insurance of the Building, the AND Property or of any Adjoining Property taken out by the Landlord or any superior landlord void or voidable, or which would result in an increase in the premiums;
- 11.3 give the Landlord immediate written notice of any damage to or destruction of the Building or Property by an Insured Risk;
- 11.4 pay the Landlord on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an Insured Risk because of any act or omission of the Tenant;
- 11.5 pay to the Landlord a fair proportion of the amount of any excess required by the insurers in connection with any damage or destruction by an Insured Risk within seven days of written demand;
- 11.6 not take out any insurance of the Property against the Insured Risks in its own name (other than in respect of any plate glass at the Property and other than in respect of any part of the Property installed by or on behalf of the Tenant or any undertenant) and if the Tenant has the benefit of any such insurance then the Tenant must hold all money receivable under that insurance on trust for the Landlord; and
- 11.7 if requested by the Landlord remove the tenant's fixtures and effects from the Property to allow the Landlord to repair or reinstate the Building OR Property following damage or destruction by an Insured Risk.
- 11.8 The Tenant must insure the plate glass in the windows.

12 Suspension of Rent or termination of the lease

- 12.1 If the Property or the means of access to the Property are damaged or destroyed by an Insured Risk so that the Property is unfit for occupation or use then the Rent and Service Charge (or a due proportion of it determined by the Landlord's Surveyor according to the nature and extent of the damage) will be suspended from the date of damage or destruction for a period of three years, or, if sooner, until the Property is fit for occupation and use but only to the extent that the Landlord is able to recover such sums through the insurance in place.
- 12.2 Any advance payment of Rent and Service Charge made by the Tenant before the date of damage or destruction by an Insured Risk in respect of a period after that date will be (to the extent that the Rent is suspended) repaid by the Landlord to the Tenant as soon as reasonably practicable.
- 12.3 The Rent will not be suspended to the extent that any loss of rent insurance has been made ineffective, or payment of it has been refused by the insurers because of any act or omission by the Tenant, nor unless and until any arrears of Rent or other sums due under this lease have been paid by the Tenant in full.
- 12.4 If there is no reasonable prospect (in the Landlord's reasonable opinion) of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then the Landlord may end this lease by giving to the Tenant at least three months' written notice of termination and the lease will end on the date specified in that notice.
- 12.5 Unless the Landlord has given to the Tenant written notice confirming that the Property will be reinstated at the Landlord's own cost the Tenant may give to the Landlord not less than six and not more than 12 months' notice in writing – but only while the Property remains unfit or inaccessible and while the Landlord has not commenced reinstatement works – expiring no earlier than the date three years after the date of damage or destruction, and on the expiry of that notice the Term will end but without prejudice to any rights or remedies that have accrued.
- 12.6 If the Property is made fit for occupation and use prior to the expiry of any notice served by the Tenant under clause 12.5 then this lease will not end.
- 12.7 If this lease is brought to an end by either party under clause 12.4 or 12.5 the Landlord is entitled to retain all insurance moneys.
- 12.8 If there is any disagreement between the parties relating to or arising out of whether or not the Property is unfit for occupation or use or whether there is no reasonable prospect of the Property being reinstated within the loss of rent period provided by the Landlord's insurance policy then either party may require that it is resolved by means of alternative dispute resolution (ADR).
- 12.9 If the parties cannot agree on a mediator to determine the dispute either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to nominate a suitable person.
- 12.10 The liability for paying all costs of referring a dispute to ADR including costs connected with the appointment of the mediator will be decided by the mediator.

13 Uninsured Damage

- 13.1 If Uninsured Damage occurs the Landlord may give notice to the Tenant:
 - 13.1.1 that the Landlord intends to make good the Uninsured Damage and reinstate the Property (a 'Reinstatement Notice'); or
 - 13.1.2 to terminate this lease.
- 13.2 If the Landlord gives notice a Reinstatement Notice, then the Rent will cease to be payable in accordance with clause 12.1 as if the Uninsured Damage were caused by an Insured Risk (save that the words 'but only to the extent that the Landlord is able to recover such sums through the insurance in place' will be deemed deleted).
- 13.3 If the Landlord gives notice to terminate this lease pursuant to clause 13.1.2, then the Term will end

- 13.4 If the Landlord has not commenced any works of making good or reinstatement within 12 months' of the Uninsured Damage occurring, either the Landlord or the Tenant may give at least three months' notice to the other to terminate this lease and on expiry of the notice the Term will end but without prejudice to any rights or remedies that have accrued.
- 13.5 If the Property has not been made good or reinstated within three years of the Uninsured Damage occurring, either the Landlord or the Tenant may give at least three months' notice to the other to terminate this lease and on expiry of the notice the Term will end but without prejudice to any rights or remedies that have accrued.
- 13.6 If there is any disagreement between the parties relating to or arising out of whether or not damage is Uninsured Damage or whether works of making good or reinstatement have started or been completed then either party may require that it is resolved by means of alternative dispute resolution (ADR).
- 13.7 If the parties cannot agree on a mediator to determine the dispute either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors to nominate a suitable person.
- 13.8 The liability for paying all costs of referring a dispute to ADR including costs connected with the appointment of the mediator will be decided by the mediator.
- 14 Tenant's responsibility for the state and condition of the Property**
- 14.1 The Tenant must repair and keep the Property in good and substantial repair and condition.
- 14.2 The Tenant will not be required to repair the Property where any damage has been caused by an Insured Risk (unless the payment of any insurance monies is refused in whole or in part due to an act or default of the Tenant or anyone at the Property with the Tenant's express or implied authority) or Uninsured Damage has occurred.
- 14.3 The Tenant must keep all plant and equipment within and forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair.
- 14.4 The Tenant must keep any outside parts of the Property clean and tidy, any landscaped areas properly weeded and any unbuilt-on areas adequately surfaced and must regularly clean the inside and outside of all windows at the Property.
- 14.5 The Tenant will not be liable under this clause to the extent that the Landlord is obliged to carry out the relevant repair works under clause 10.4 or has elected to carry out the relevant repair works under clause 13.1.
- 14.6 The Tenant must redecorate the inside of the Property and the shop front in the last two months before the end of the Term. All redecoration is to be carried out in colours and materials approved by the Landlord and to the Landlord's reasonable satisfaction.
- 14.7 At the end of the Term the Tenant must yield up the Property with full vacant possession decorated and repaired in accordance with and in the state and condition required by this lease.
- 15 Alterations**
- 15.1 The Tenant must not make any alterations or additions to the Property except internal, non-structural alterations or additions which may be made with the Landlord's consent.
- 15.2 Unless and to the extent otherwise required by the Landlord by written notice given to the Tenant not less than six months before the end of the Term, the Tenant must, at the end of the Term:
- 15.2.1 remove any alterations or additions made to the Property;
- 15.2.2 make good any damage caused by that removal; and
- 15.2.3 reinstate the Property to its layout and condition prior to the relevant alterations or additions being made,
to the Landlord's reasonable satisfaction.

15.3 If the Tenant alters the Property without Landlord's consent the Tenant must:

15.3.1 reinstate the Property immediately after notice from the Landlord to do so;

15.3.2 carry out these reinstatement works in a good and workmanlike manner using good quality materials to the Landlord's reasonable satisfaction and in compliance with Legislation.

If the Tenant fails to reinstate the Property as required by this clause 155 the Landlord is entitled to enter the Property and carry out the necessary works and to charge the Tenant for all its costs and expenses, which will be recoverable as a debt.

16 Aerials signs and re-letting notices

16.1 The Tenant must not put up or display any sign, notice, aerial, flag, satellite dish, or advertisement which can be seen from outside the Property, other than of a size and design previously approved by the Landlord in writing

16.2 The Tenant must not place or display on the exterior of the Property or otherwise outside the Property or on the windows or inside the Property so as to be visible from outside any name, notice, sign, placard, poster, sticker or advertisement other than:

16.2.1 the signs referred to in clause 16.1;

16.2.2 normal price tickets attached and relating to goods sold in the display area inside the Property, provided that they are not placed on the window glass;

16.2.3 trade placards, posters or advertisements of a temporary and not excessive nature, necessary or usual for the Permitted Use, but no more than 25% of the surface area of the shop window of the Property may be obscured by them.

16.3 At the end of the Term, the Tenant must remove all signage erected by the Tenant (or other authorised occupier) and make good to the reasonable satisfaction of the Landlord any damage caused by such removal.

16.4 The Tenant must not erect any aerial, pole or mast or install any satellite dish, cable or wire on the Property, whether in connection with telecommunications or otherwise without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed.

16.5 The Tenant must permit the Landlord to place a sign on the Property at any time advertising the sale of the Landlord's interest (or any superior interest) in the Property and during the last six months of the Term for the re-letting of the Property.

17 Restrictions and requirements on use

17.1 The Tenant must not:

17.1.1 use the Property for any purpose other than the Permitted Use;

17.1.2 leave the Property unoccupied for a period of more than one month without the consent of the Landlord;

17.1.3 do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any of the other occupiers of the Building or any owner or occupier of any other property adjoining or near the Property;

17.1.4 store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter any Service Media or any Adjoining Property;

17.1.5 install or erect any exterior lighting, shading or awning at the Property;

17.1.6 obstruct or place any items for sale on the Common Parts or any pavement, footpath or roadway adjoining or serving the Property;

17.1.7 carry any goods or materials to or from the Property except through the entrances and service areas provided for that purpose;

17.1.8 overload the floors or structures of the Property;

17.1.9 obstruct or damage the Service Media;

17.1.10 create any easement, right or privilege in favour of any other person over the Property;

17.1.11 lose or reduce an easement, right or privilege benefiting the Property;

17.2 The Tenant is subject to and must comply with all restrictive covenants and matters stated or referred to on the official copy entries of the Landlord's title under number BD263734.

17.3 The Tenant must not stop up, darken or obstruct any window or light belonging to or forming part of the Property or Building.

17.4 The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property or Building and must notify the Landlord immediately on becoming aware of any such matters. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

18 Deposit

18.1 The Tenant must pay £1,625 ("the Deposit") to the Landlord on or before the date of this document to be applied towards the satisfaction of any liability referred to in this clause 18 THE DEPOSIT

18.2 Sums that may be retained

The Landlord may retain from the Deposit:

18.2.1 any Rent or other payments due from the Tenant to the Landlord under this lease;

18.2.2 any reasonable amount the Landlord properly incurs in remedying any failure by the Tenant to comply with his obligations under this lease; and

18.3 any interest due from the Tenant to the Landlord under this lease

18.3 Restoration of the Deposit

If the Landlord applies the Deposit or part of it in accordance with clause 18.2 SUMS THAT MAY BE RETAINED the Tenant must at the Landlord's written request pay the Landlord a further amount to restore the Deposit to the level referred to in clause 18.1 PAYMENT

18.4 Refund of the Deposit

Subject to clause 18.2 SUMS THAT MAY BE RETAINED the Landlord must return the Deposit or the balance of it to the Tenant as soon as possible after the end of the Term

19 Dealings

19.1 General restrictions

The Tenant must not part with nor agree to part with possession of the whole or part of the Property or this lease, nor allow any other person to occupy the whole or any part of the Property nor to grant any rights to third parties over the Property, except as permitted by the remainder of this clause 19.

19.2 Assignment

19.2.1 The Tenant must not assign any part (as opposed to the whole) of this lease and must not assign the whole of this lease without the consent of the Landlord.

19.2.2 The Landlord and the Tenant agree that, for the purposes of s 19(1A) of the Landlord and Tenant Act 1927:

- (a) the Landlord may refuse consent to an assignment if in the Landlord's reasonable opinion the proposed assignment would not be in the interests of good estate management with respect to the Property or if the proposed assignee is not of sufficient financial standing to pay the Rent and other sums payable under this lease and to comply with the Tenant's obligations in this lease (except where in the

reasonable opinion of the Landlord acceptable security for those payments and obligations is provided);

- (b) the Landlord may give consent to an assignment subject to a condition that the Tenant enters into an authorised guarantee agreement no later than the date of the instrument of the proposed assignment providing for a guarantee of all the obligations of the proposed assignee under this lease from the date of the proposed assignment until the proposed assignee is released by virtue of the Landlord and Tenant (Covenants) Act 1995, and which provides for all the matters permitted by s 16(5) of that Act and is otherwise in accordance with s 16 of that Act and in the form annexed to this lease OR a form reasonably required by the Landlord.

19.2.3 Clause 19.2.2 does not limit the right of the Landlord to refuse consent to an assignment on any other reasonable ground or to impose any other reasonable condition to its consent.

19.3 Underletting

19.3.1 The Tenant must not underlet or agree to underlet any part of the Property.

19.3.2 Nothing in this Lease restricts the Tenant trading as West Ten Law Chambers from as part of its running a Barristers Chambers from taking on Barristers and associates as "Chambers tenants" provided that they are not given any right of exclusive possession or occupation of any part of the property or any tenancy or right or interest which would entitle them to security of tenure under the Landlord and Tenant Act 1954 or any other legislation".

19.4 Charging

The Tenant must not charge or agree to charge any part of the Property (as distinct from the whole) and must not charge or agree to charge the whole of the Property without the consent of the Landlord.

19.5 Declaration of trust

The Tenant must not execute any declaration of trust of the whole or any part of its interest in the Property or this lease.

19.6 Registration of dealings

Within one month of any dealing with, or devolution of, the Property or this lease or of any interest created out of them or it, the Tenant must give the Landlord written notice of that dealing or devolution together with a certified copy of any document effecting or evidencing it (and a certified copy for any superior landlord). No registration fee is payable to the Landlord but the Tenant must pay the reasonable registration fee of any superior landlord.

20 Legal requirements and regulations

The Tenant must:

- 20.1 observe and comply with all Legislation affecting the Building and the Property, their use and occupation and the health and safety of persons working at or visiting them, whether the Legislation requires the owner, landlord, tenant or occupier to comply and to indemnify and keep indemnified the Landlord both during and after the end of the Term in respect of any liability incurred or suffered by the Landlord arising from any non-observance or non-compliance;
- 20.2 observe and comply with any regulations concerning the Building and the Property reasonably made by the Landlord and communicated to the Tenant in writing;
- 20.3 give the Landlord written notice of any defect in the Property which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by the Defective Premises Act 1972, and display any notices at the Property needed to enable the Landlord to comply with that Act;
- 20.4 at the end of the Term pay to the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Property under any Legislation;

- 20.5 give the Landlord a copy of any notice received by the Tenant, relating to the Property or the Building or any occupier of it OR them or to the Landlord's interest in it OR them, upon having received it and take any steps which the Landlord reasonably requires in connection with such notice;
- 20.6 not apply for planning permission without the consent of the Landlord, and pay any charge imposed under Legislation relating to town and country planning in respect of the use of the Property, or any works carried out at the Property; and
- 20.7 not give any notice or counter-notice under the Party Wall etc Act 1996 without the consent of the Landlord.

21 Miscellaneous

21.1 Notices

- 21.1.1 Section 196 of the Law of Property Act 1925 applies to all notices served under this lease but its provisions are extended so that any notice or demand in connection with this lease may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting.
- 21.1.2 The Tenant must give the Landlord verbal notice of any matter affecting the Property where emergency action is needed as well as written notice.

21.2 Landlord's right to remedy default by the Tenant

If the Tenant fails to comply with any of its obligations in this lease, the Landlord may give the Tenant written notice of that failure, and the Tenant must remedy it (if capable of remedy) within a reasonable period specified by the Landlord, having regard to the nature of the breach (as determined by the Landlord's Surveyor). If the Tenant fails to do this the Landlord may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this lease, and any costs incurred by the Landlord will be a debt due from the Tenant and payable on demand and may be recovered by the Landlord as if it were additional rent.

21.3 Tenant to provide information

The Tenant must give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this lease and shall give the Landlord written notice of any matter in connection with the Property which may make the Landlord liable to any third party.

21.4 Tenant's acknowledgement

The Tenant acknowledges that it has not entered into this lease in reliance on any representation made by or on behalf of the Landlord except any statements or representations expressly made in this lease and any written replies to enquiries given before the grant of this lease by the Landlord's solicitors.

21.5 Qualification of the Landlord's liability

The Landlord (and anyone with its express or implied authority) will not be liable to the Tenant or any other person for:

- 21.5.1 death or injury or any damage to person or property arising or incurred from any act or omission by the Landlord or by any other tenant or occupier of the Building OR Property OR from the state and condition of the Building OR Property or any Adjoining Property or from the exercise or purported exercise of the rights granted by this lease, to the extent the law allows;
- 21.5.2 any interruption to the supply of Utilities to the Property;
- 21.5.3 any accidental damage to the Property or to any property of the Tenant or any other person; or

21.5.4 any failure to perform any obligation in this lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time to remedy the matter.

21.6 Removal of goods

The Tenant must remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Property more than two weeks after the end of the Term as the Landlord sees fit.

21.7 Third parties

Unless expressly stated nothing in this lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

21.8 Exclusion of 1954 Act-Tenant

21.8.1 The Tenant confirms that before it entered into this lease, or became contractually bound to do so:

- (a) the Landlord served on the Tenant a notice dated 27th day of JUNE 2019 in relation to the tenancy to be created by this lease in a form complying with the requirements of Schedule 1 to the 2003 Order;
- (b) the Tenant, or a person duly authorised by the Tenant, in relation to the Landlord's notice made a statutory declaration dated 24th day of JULY 2019 in a form complying with the requirements of Schedule 2 of the 2003 Order.

21.8.2 The Landlord and Tenant agree to exclude the provisions of ss 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 in relation to the tenancy created by this lease.

21.9 Compensation on vacating

Any statutory right of the Tenant to claim compensation on vacating the Property is excluded to the extent the law allows.

21.10 No warranty as to use

Nothing in this lease is to imply or warrant that the Property or Building may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this lease.

21.11 Registration of the lease

21.11.1 If this lease should be registered at HM Land Registry, the Tenant will as soon as reasonably practicable and at its own expense apply to HM Land Registry to make all entries necessary to give effect to this lease and the Landlord confirms its consent to that application being made.

21.11.2 The Tenant will provide the Landlord with a certified copy of an official copy of the Tenant's registered title to the lease as soon as this is available from HM Land Registry.

21.12 Tenant's indemnity

The Tenant must keep the Landlord fully indemnified against all liability arising out of any act, omission or negligence of the Tenant or any person at the Property or Building with the Tenant's express or implied authority and under his control or any breach or non-observance by the Tenant of the covenants and conditions contained in this lease or any matters relating to the Property which are subsisting and capable of taking effect.

21.13 Exclusion of liability following sale of the reversion

The Landlord covenants to observe and perform the obligations on its part contained in this lease, but not so as to be liable after the Landlord has disposed of its interest in the immediate reversion to this lease and the Tenant hereby releases the Landlord from time to time from any breach or non-observance or non-performance on and from the date of any such disposition.

21.14 Governing law and jurisdiction

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

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

21.15 Limitation of Liability

It is hereby agreed and declared that the liability of Paul David Jones and Sally Diane Jones shall not be personal but shall be limited to the extent of the assets for the time being of The Instant Pension Trust Scheme Number _____ and they shall have no such liability after they cease to be Trustees of the Scheme

21.16 Severance

21.16.1 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this lease shall not be affected.

21.16.2 If any provision of this lease (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.

This lease has today been duly executed and delivered as a deed

Signed as a deed by **SARAH OKAFOR**

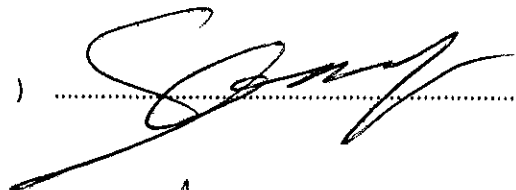
In the presence of

Witness signature:

Name (in BLOCK CAPITALS):

Address:

Occupation:

) 

) 

MARTIN JOHN HALL
Legal Services, Lander Borough
of Barking and Dagenham,
1 Town Square, Barking, 1611 740

Solicitor (SEA: 436588)

**STATUTORY DECLARATION BY TENANT THAT SECTIONS 24 TO 28 OF THE
LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY**

I SARAH OKAFOR

Of: West-Ten Law Chambers, 151 Tennyson Road, Luton, Bedfordshire LU1 3RP

do solemnly and sincerely declare that -

1. I, SARAH OKAFOR propose to enter into a tenancy of premises at: 2 Tennyson Road, Luton, Bedfordshire LU1 3RT for a term commencing on the date on which the tenancy is granted
2. I propose to enter into an agreement with PAUL DAVID JONES and SARAH DIANE JONES that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
3. The landlord has served on me a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
4. I have read the notice referred to in paragraph 3 above and accept the consequences of entering into the agreement referred to in paragraph 2 above.

To SARAH OKAFOR
West-Ten Law Chambers, 151 Tennyson Road, Luton, Bedfordshire LU1 3RP

From PAUL DAVID JONES and SARAH DIANE JONES
of 33 Plantation View, Silsoe, Bedfordshire MK45 4GG

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

DECLARED at 15.30 this 24th day of July 2019

Before me

[Signature]

MARTIN JOHN HALL

(SEA: 436588)

Legal Services, London Borough of Barking and Dagenham
Cenot Place, 1 Town Square, Barking, 1611 7LW

A commissioner for oaths or A solicitor empowered to administer oaths or [as appropriate]

