

2.11. User

- 2.11.1. Not at any time to use the Demised Premises or any part thereof or allow or suffer the same to be used for any illegal or immoral purpose or for any purpose which may infringe any legislation for the time being in force or for any offensive noisy or dangerous trade business manufacture or occupation nor to use the same nor allow or suffer the same to be used for any sale by auction or tender nor to allow any person to reside or sleep on the Demised Premises.
- 2.11.2. Not without the prior consent of the Landlord (such consent not to be unreasonably withheld) to use the Demised Premises or any part thereof or allow or suffer the same to be used otherwise than for a use within Class B1 or Class B2 of the Town and Country Planning (Use Classes) Order 1987 as amended.

PROVIDED ALWAYS and the Tenant hereby acknowledges and admits that notwithstanding the foregoing provisions as to the user of the Demised Premises the Landlord does not hereby or in any other way give or make nor has given or made at any other time any representation or warranty that any such use is or will be or will remain a permitted use within the provisions of the Town and Country Planning Acts (which expression shall in this deed mean the Town and Country Planning Act 1990 and any statutory modification or re-enactment thereof for the time being in force and any order regulation or direction issued under or by virtue of the said Act) nor shall any consent in writing which the Landlord may hereafter give to any change of use be taken as including any such representation or warranty and that notwithstanding that any such use as aforesaid is not a permitted use within such provisions as aforesaid the Tenant shall remain fully bound and liable to the Landlord in respect of the obligations undertaken by the Tenant by virtue of these presents without any compensation recompense or relief of any kind whatsoever.

2.12. Alterations

- 2.12.1. Save pursuant to the provisions of Clause 4.16 hereof not to cut injure alter disfigure or remove or allow or suffer to be cut injured altered disfigured or removed any of the roofs walls floors timbers stanchions beams supports or girders of the Demised Premises.
- 2.12.2. Not to make or carry out or allow or suffer to be made or carried out any alteration or addition wheresoever of in or to the Demised Premises or any part thereof either internally or externally (whether or not pursuant to the provisions of Clause 3416 hereof) except
 - 2.12.2.1. with the prior written consent of the Landlord (which shall not be unreasonably withheld);

The Tenant shall be entitled, on production of the relevant invoices to the Landlord and with the prior written consent of the Landlord, to deduct net of VAT the costs for such works associated with alterations against the rent amount payable

2.12.2.2. subject to such terms and conditions (including provision for reinstatement at the Tenant's cost on the expiration or sooner determination of the term hereby granted) as the Landlord may reasonably require;

2.12.2.3. in accordance with drawings and specifications previously submitted in duplicate to and approved in writing by or on behalf of the Landlord (such approval not to be unreasonably withheld or delayed); and

2.12.2.4. after having obtained and supplied to the Landlord copies of all requisite consents licences and permissions for the carrying out of such works from any local public or other authority or body and after the Landlord having notified the Tenant in writing that the same are satisfactory to it (such notification not to be unreasonably withheld or delayed).

2.12.3. To remedy immediately upon notice in writing from the Landlord any breach of this covenant and in the event of the failure so to do for the space of twenty-one days after such notice then it shall be lawful for the Landlord or its servants contractors agents or workmen to enter upon the Demised Premises and remove such alterations or additions and execute such other requisite works all expenses of so doing to be repaid by the Tenant to the Landlord on demand.

2.13. **Town planning**

Notwithstanding any consent which may be granted by the Landlord under the preceding sub-clause not to make or carry out or allow or suffer to be made or carried out any alteration or addition in or to or change in the use of the Demised Premises or any part thereof being an alteration addition or change for which a planning permission under the Town and Country Planning Acts needs to be obtained before a planning permission therefor has been obtained and the Landlord has notified the Tenant in writing that the same is satisfactory to it (such notification not to be unreasonably withheld or delayed).

AND further the Tenant will at all times indemnify and keep indemnified the Landlord from and against all proceedings costs expenses claims and demands whatsoever in respect of such alterations additions or change

2.14. Within seven days after the receipt of notice of the same by the Tenant to give full particulars to the Landlord of any notice or order or proposal for a notice or order given issued or made to the Tenant by a planning authority under or by virtue of the Town and Country Planning Acts relating to or affecting the Demised Premises or any part thereof of the Tenant's user thereof and also without delay and at the Tenant's expense to take all necessary steps to