

DATED

27 October

2017

LEASE

- made between -

(1) SETSGROVE HOLDINGS LIMITED (Landlord)

- and -

DIANE BUDD (Tenant)

- relating to -

**THE THREE HORSESHOES
SAMBROOK, NEAR NEWPORT, SHROPSHIRE TF10 8AP**

THIS LEASE is made this 27 day of October

2017

BETWEEN

- (1) **SETSGROVE HOLDINGS LIMITED** incorporated and registered in England and Wales with company number 00536425 whose registered office is at Manor House 1 Shawbirch Road Admaston Telford Shropshire TF5 0AD (the "**Landlord**")
- (2) **DIANE BUDD** of 9 Pains Lane St Georges Telford Shropshire TF2 9GQ (the "**Tenant**")

1. DEFINITIONS AND INTERPRETATION

For the purposes of the Lease the terms defined in this clause have the meanings specified.

"Conduits" means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourse, wires, cables, channels, flues and all other conducting media including any fixing louvres, cowls, covers and any other ancillary apparatus that serve the Premises and/or the Retained Premises and are in or over or under the Premises or the Retained Premises

"Term" means SIX (6) YEARS commencing on and including the 29 September 2020 and ending on and including the 28 September 2026

"Development" references to "Development" are references to development as defined by the Town and Country Planning Act 1990, Section 55

"Decorating Years" means 2023

Heading the clause, paragraph and headings do not form part of this document and are not to be taken into account in its construction or interpretation

"Trade Covenants" means the covenants set out in Schedule 3

"Initial Rent" means the sum of TWENTY TWO THOUSAND POUNDS (£22,000)

"Insurance Rent" means the gross sums that the Landlord from time to time pays:

(a) by way of premium for insuring the Premises including insuring for loss of rent in accordance with his obligations contained in this Lease

(b) by way of premium for insurance in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter including or relating to the Premises; and

(c) for insurance valuations

"Insured Risks"	means the risk of loss of damage by fire, storm, tempest, earthquake, lightning, explosion, subsidence, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and articles dropped from aircraft, flood damage and bursting and overflowing of water pipes and tanks and other such risks whether or not in the nature of the foregoing as the Landlord acting reasonably from time to time decides to insure against
"Interest"	references to "Interest" are references to interest payable during the period from the date on which the payment is due to the date of payment both before and after any judgement at the Interest Rate then prevailing or should the base rate referred to in clause 1.12 the "Interest Rate" cease to existing at another rate of interest closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the surveyor acting as an expert and not as an arbitrator
"Interest Rate"	means the rate of 4% per year above the base lending rate of Barclays Bank plc or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord from time to time nominates in writing
Interpretation of "Consent" and "Approved"	references to "consent of the Landlord" or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be "approved by the Landlord" or words to similar effect are references to the need for prior written approval by or on behalf of the Landlord
Interpretation of "the Guarantor"	the expression "the Guarantor" means any person who enters in the future during the Term into covenants with the Landlord under clause 6 Guarantee Provisions
Interpretation of "the Landlord"	the expression "the Landlord" includes the person or persons from time to time entitled to possession of the Premises when the Lease comes to an end
Interpretation of "the Last year of the Term" and "the End of the Term"	references to "the Last Year of the Term" are references to the actual last year of the Term howsoever it determines and references to "the End of the Term" are references to the end of the Term whensoever and howsoever it determines
Interpretation of "the Tenant"	"the Tenant" includes any person who is for the time being bound by the tenant covenants of this Lease
Interpretation of "this Lease"	unless expressly stated to the contrary, the expression "this Lease" includes any document supplemental to or collateral with this document or entered into in accordance with this document
Joint and Several Liability	Where any party to this Lease for the time being comprises two or more persons obligations expressed or implied to be made by or with that party deemed to be made by or with the person comprising that party jointly and severally
"Liability Period"	means:

- (a) in the case of any guarantor required pursuant to sub-clause 3.7.5.2 the period during which the relevant assignee is bound by the tenant covenants of this Lease, together with any additional period during which that assignee is liable under an authorised guarantee agreement;
- (b) in the case of any guarantor under an authorised guarantee agreement the period during which the relevant assignee is bound by the tenant covenants of this Lease

"Losses"

references to "Losses" are references to liabilities, damage or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings

"1954 Act"

means the Landlord and Tenant Act 1954 and all statutes, regulations and orders included by virtue of **References to Statutes**

"1995 Act"

means the Landlord and Tenant (covenants) Act 1995 and all statutes, regulations and order included by virtue of **References to Statutes**

Obligations not to Permit or Suffer

any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person

"Plan"

means the plan annexed to this document

"Planning Acts"

means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conversation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991 and all statutes, regulations and orders included by virtue of **References to Statutes**

"Premises"

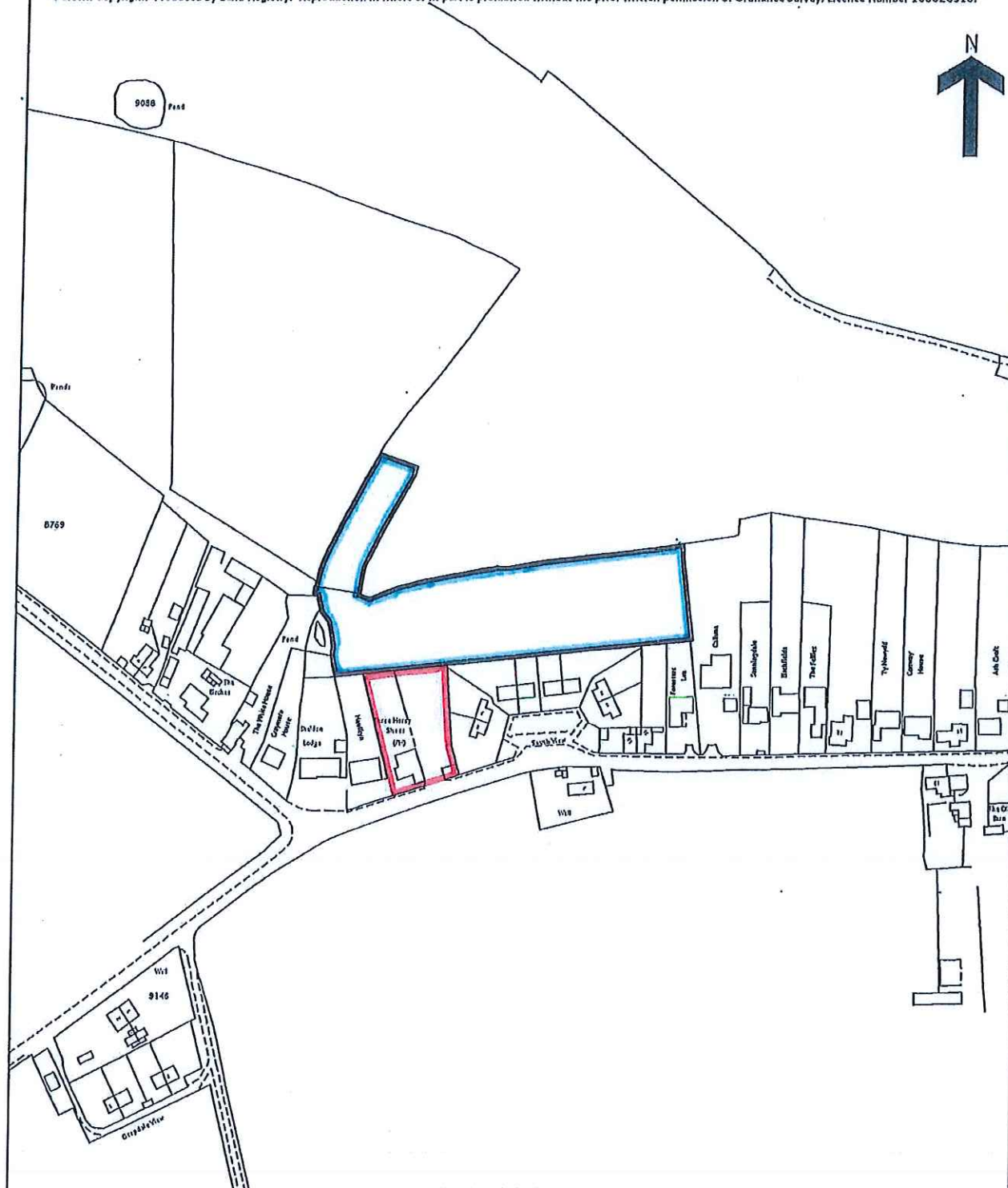
(a) **Definition of the "Premises"**: means the land and buildings known as The Three Horseshoes, Sambrook, Near Newport, Shropshire TF10 8AP and registered under title number SL136687 edged red on the plan and the Adjacent Land

(b) **Interpretation of the "Premises"**: the expression the "Premises" includes:

- (i) all buildings, fences, erections, structures, fixtures and appurtenances on the Premises from time to time
- (ii) the fittings and equipment set out in the "Inventory of Fittings and Equipment" attached to this Lease
- (iii) all additions, alterations and improvements carried out during the term; and
- (iv) the Conduits



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but excludes any fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises. Unless the contrary is expressly stated "the Premises" includes any part or part of the Premises

"Adjacent Land" "

means the land shown for the purposes of identification only edged blue on the Plan being registered under title number SL173224 and each and every part thereof

Reference to Clauses and Schedules

Any reference in this document to a clause, sub-clause, paragraph, sub-paragraph without further designation is to be construed as a reference to the clause, sub-clause, paragraph, sub-paragraph of schedule of this document so numbered

References to Rights of Access

References to any right of the landlord to have access to or across any part or to the whole of the Premises are to be construed as extending to all persons authorised by the Landlord including agents, professional advisers, contractors, workman and others

References to Statutes

Unless expressly stated to the contrary, references to a specific statute include any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under that statute and general references to a statute include any regulations or orders made under that statute

"Rent"

Until the Review Date the "Rent" means the Initial Rent. Thereafter the "Rent" means the sum ascertained in accordance with Schedule 2 The Rent and Rent Review. The "Rent" does not include the Insurance Rent, but the term the "Lease Rents" includes the Rent and the Insurance Rent

"Rent Commencement Date"

means 29 September 2020

"Review Date(s)"

means 29 September 2020 and 29 September 2023

"Surveyor"

means the professional surveyor or firm of surveyors appointed by the Landlord for any purpose under this Lease including a person or firm appointed by the Landlord to collect the Lease Rents

Terms from the 1995 Act

where the expressions "landlord covenants", tenant covenants" or "authorised guarantee agreement" are used in this Lease they are to have the same meaning as if given by the 1995 Act, Section 28(1)

"VAT"

means 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. DEMISE

The Landlord demises the Premises to the Tenant with full title guarantee excepting and reserving to the Landlord the rights specified in Schedule 1 – The Rights Reserved to hold the Premises to the Tenant for the Term yielding and paying to the Landlord:

- 2.1 The rent without any deduction or set-off by equal quarterly payments on the usual quarter days in advance such payment to commence on the date of this document
- 2.2 By way of further rent the Insurance Rent payable on demand in accordance with clause 5.4 Payment of the Insurance Rent; and

3. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3

3.1 Rent

3.1.1 Payment of the Lease Rents

The Tenant must pay the Lease Rents on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any rent or claim to legal or equitable set-off

3.1.2 Payment by Banker's Order

If so required in writing by the Landlord, the Tenant must pay the Lease Rents by banker's order or credit transfer to any bank and account that the Landlord nominates from time to time

3.2 Outgoings and VAT

The Tenant must pay and must indemnify the Landlord against:

- 3.2.1 all rates, taxes, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Premises or upon the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this Lease or ownership of any interest reversionary to the interest created by it PROVIDED THAT if the Landlord suffers any loss of rating relief that may be applicable to empty premises after the end of the Term because the relief has been allowed to the Tenant in respect of any period before the end of the Term, then the Tenant must make good such loss to the Landlord
- 3.2.2 on receipt by the Tenant from the Landlord of a valid VAT invoice on each occasion all VAT that may from time to time be charged on the Lease Rents or other sums payable by the Tenant under this Lease; and
- 3.2.3 on receipt by the Tenant from the Landlord of a valid VAT invoice on each occasion all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease save where such VAT is recoverable or available for set-off by the Landlord as input tax

3.3 Repair, Cleaning and Decoration

3.3.1 Repair of the Premises

The Tenant must repair the Premises and keep them in good condition and repair except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant of anyone at the Premises expressly or by implication with his authority and without prejudice to the generality of the foregoing the Tenant shall repair and/or replace as necessary the windows in the front of the Premises with new double glazed units of similar wooden specification such work to be carried out in a good and workmanlike manner to the reasonable satisfaction of the Landlord

3.3.2 Replacement of Landlord's Fixtures

The Tenant must replace any Landlord's fixtures and the fittings and equipment in the Premises that are beyond repair at any time during or at the end of the Term

3.3.3 Cleaning and Tidying

The Tenant must keep the Premises clean and tidy and clear of all rubbish

3.3.4 The Open Land

3.3.4.1 Care of the Open Land

The Tenant must keep any part of the Premises that is not built on (the "Open Land") adequately surfaced and in good condition and free from weeds

3.3.4.2 Storage on the Open Land

The Tenant must not keep or store anything on the Open Land without the prior written agreement of the Landlord

3.3.4.3 Rubbish on the Open Land

The Tenant must not deposit any waste, rubbish or refuse on the Open Land or bring anything onto it that is or might become untidy, unclean, unsightly or in any way detrimental to the Premises or the area generally

3.3.5 Care of Abutting Land

The Tenant must not cause any land, roads or pavements abutting the Premises to be untidy or dirty and in particular, but without prejudice to the generality of the above must not deposit refuse or other materials on them.

3.3.6 Decoration

In the Decorating Year and in the last three months of the Term the Tenant must redecorate the inside of the Premises and the outside of the Premises in a good and workmanlike manner with appropriate materials of good quality to be reasonable satisfaction of the Surveyor, any change in the tints, colours and patterns of the decoration to be approved by the Landlord whose approval may not be unreasonably withheld or delayed.

3.3.7 Shared Facilities

Where the use of any of the Conduits or any boundary structures or other things is common to the Premises or other property the Tenant must be responsible for and indemnify the Landlord against all sums in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them as his responsibility

3.4 Waste and Alterations

3.4.1 Waste, Additions and Alterations

The Tenant must not commit any waste, make any addition to the Premises or make any alteration to the Premises except as permitted by the provisions of this clause 3.4

3.4.2 Pre-conditions for Alterations

The Tenant must not make any alterations to the Premises unless he first:

- 3.4.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them
- 3.4.2.2 makes an application to the Landlord for consent supported by drawings and where appropriate a specification in duplicate
- 3.4.2.3 pays the reasonable and proper fee of the Landlord any mortgagee and their respective professional advisors
- 3.4.2.4 Enters into any covenants with the Landlord reasonably and properly required as to the execution and reinstatement of the alterations; and
- 3.4.2.5 Obtains the consent of the Landlord whose consent may not be unreasonably withheld or delayed

In the case of any works of a substantial nature, the Landlord may require the Tenant to provide before starting the works adequate security in the form of a deposit of money or the provision of a bond as assurance to the Landlord that any works he permits from time to time will be fully completed

3.4.3 Removal of Alterations

At the end of the Term if so requested by the Landlord the Tenant must remove any additional buildings, additions, alterations or improvements made to the Premises and must make good any part of the Premises that may be damaged by the removal

3.4.4 Connection to the Conduits

The Tenant must not make any connection with the Conduits except in accordance with plans and specifications approved by the Landlord whose approval may not be unreasonably withheld or delayed and subject to consent to make the connection having previously been obtained from the competent authority undertaker or supplier

3.5 Statutory Obligations

3.5.1 General Provision

The Tenant must comply in all respects with the requirements of any statutes and any other obligations imposed by law or by any byelaws applicable to the Premises or the trade or business for the time being carried on there

3.5.2 Particular Obligations

3.5.2.1 Works required by statute, department or authority

Without prejudice to the generality to clause 3.5.1 - the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which they are being put that are

required in order to comply with the requirements of any statute already or in the future to be passed or any Government Department Local Authority or other public or competent authority or Court of competent jurisdiction regardless of whether such requirements are imposed on the owner, the occupier or any other person

3.5.2.2 Acts causing losses

Without prejudice to the generality of clause 3.5.1 the Tenant must not do in or near the Premises any act or thing by reason of which the Landlord may incur any losses under any statute

3.5.2.3 Construction (Design and Management) Regulations

Without prejudice to the generality of clause 3.5.1 the Tenant must comply with the provisions of the Construction (Design and Management) Regulations 1994 ("the **CDM Regulations**"), be the only client as defined in the provisions of the CDM Regulations, fulfil in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and made a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the Regulations. The provisions of clause 5.6.3 – Fire Fighting Equipment are to have effect in any circumstances to which these obligations apply

3.5.2.4 Delivery of Health and Safety Files

At the end of the Term the Tenant must forthwith deliver to the Landlord any and all Health and Safety files relating to the premises in accordance with the CDM Regulations

3.6 Entry to Inspect and Notice to Repair

3.6.1 Entry and Notice

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency:

3.6.1.1 To enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performance

3.6.1.2 To view the state of repair and condition of the Premises and to open up floors and other parts of the Premises where that is necessary in order to do so (subject to the Landlord causing as little damage or disturbance thereby); and

3.6.1.3 To give to the Tenant or notwithstanding clause 8.4 – Notices leave on the Premises a notice ("a notice to repair") specifying the works required to remedy any breach of the Tenant's obligations in this Lease

PROVIDED THAT any opening up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease

3.6.2 Works to be carried out

The Tenant must carry out the works specified in a notice to repair immediately including making good any opening up that revealed a breach of the terms of this Lease

3.6.3 Landlord's Power in default

If within one calendar month of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it or if the Tenant fails to finish the work within four calendar months the Tenant must permit the Landlord to enter the Premises to execute the outstanding work and must within fourteen days of a written demand pay to the Landlord the reasonable and proper cost of so doing and all reasonable and proper expenses incurred by the Landlord including legal costs and surveyor's fees

3.7 Alienation

3.7.1 Alienation prohibited

The Tenant must not hold the Premises on trust for another. The Tenant must not part with the possession of the Premises or any part of them or permit another to occupy them or any part of them except pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease

3.7.2 Assignment and charging of part and sub-letting

The Tenant must not assign or charge part only of the Premises and must not sub-let the whole or any part of them

3.7.3 Assignment of the whole

Subject to clause 3.7.4 – Circumstances, 3.7.5 – Conditions and 3.7.8 – Assignment with Original Lease, the Tenant must not assign the whole of the Premises without consent of the Landlord whose consent may not be unreasonably withheld or delayed

3.7.4 Circumstances

If any of the following circumstances – which are specified for the purposes of the Landlord and Tenant Act 1927, Section 19(1A) – applies either at the date when application for consent to assign is made to the Landlord or after that date, but before the Landlord's consent is given, the Landlord may withhold its consent and if after the Landlord's consent has been given, but before the assignment has taken place any such circumstances apply, the Landlord may revoke its consent whether its consent is expressly subject to a condition as referred to in sub-clause 3.7.5.2 of clause 3.7.5 – Conditions or not. The circumstances are:

3.7.4.1 That any such due from the Tenant under this Lease remains unpaid

3.7.4.2 That in the Landlord's reasonable opinion the assignee is not a person who is likely to be able to comply with the tenant's covenants of this Lease and to continue to be able to comply with them following the assignment

3.7.4.3 That the proposed assignee is a company incorporated with limited liability

3.7.5 Conditions

The Landlord may impose any or all of the following conditions – which are specified for the purposes of the Landlord and Tenant Act 1927, Section 19(1A) – on giving any consent for an assignment by the Tenant and any such consent is to be treated as being subject to each of the following:

3.7.5.1 A condition that the assignee shall pay a sum equivalent to three months Rent at the time of the assignment to be held by the Landlord as a security deposit and the Landlord and the assignee will enter into such form of rent deposit deed as the Landlord shall reasonably require

3.7.5.2 A condition that on or before any assignment and before giving occupation to the assignee the Tenant requesting consent to assign together with any former tenant who by virtue of the 1995 Act, Section 11 was not released on an earlier assignment of this Lease must enter into an authorised guarantee agreement in favour of the Landlord in the terms set out in Schedule 4 – The Authorised Guarantee Agreement

3.7.5.3 A condition that if reasonably so required by the Landlord on an assignment the assignee must ensure that at least one guarantor acceptable to the Landlord enter into direct covenants with the Landlord in the form of the guarantor's covenants contained in clause 6 – Guarantee Provisions with "the Assignee" substituted for "the Tenant"

3.7.5.4 A condition that if at any time before the assignment the circumstances specified in clause 3.7.4 – Circumstances or any of them apply, the Landlord may revoke the consent by written notice to the Tenant

3.7.6 Charging of the whole

The Tenant must not charge the whole of the Premises without the consent of the Landlord whose consent may not be unreasonably withheld or delayed

3.7.7 Registration of permitted dealings

Within twenty-eight days of any assignment charge or any transmission or other devolution relating to the Premises the Tenant must produce a certified copy of any relevant document for registration with the Landlord's solicitor and must pay the Landlord's solicitor's reasonable charges for registration of at least £50.00 plus VAT.

3.7.8 Assignment with Original Lease

The Tenant shall not be permitted to assign the whole of the Premises unless simultaneously with that assignment the same parties enter into an assignment of a lease of the Premises dated 10th October 2014 and made between the Setsgrove Holdings Limited (1) and Panayiotis Panayi and Alison Panayi (2) in accordance with the terms of that lease.

3.8 Nuisance and residential restrictions

3.8.1 Nuisance

The Tenant must not do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance, disturbance, inconvenience, injury or damage to the Landlord or its tenants or the owners or occupiers of adjacent or neighbouring premises

3.8.2 Auctions, trades and immoral purposes

The Tenant must not use the Premises for any auction sale, any dangerous, noxious, noisy or offensive trade business, manufacture or occupation or any illegal or immoral act or purpose

3.9 Costs of applications, notices and recovery of arrears

The Tenant must pay to the Landlord on an indemnity basis all costs, fees, charges, disbursements and expenses – including, without prejudice, to the generality of the above those payable to Counsel, solicitors, surveyors and bailiffs incurred by the Landlord in relation or incidental to:

- 3.9.1 Every application made by the Tenant for a consent or licence required by the provisions of this Lease whether it is granted, refused, offered, subject to any qualification or condition, or the application is withdrawn
- 3.9.2 The contemplation, preparation and service of a notice under the Law of Property Act 1925, Section 146, or the contemplation or taking of proceedings under Section 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the Court
- 3.9.3 The recovery or attempted recovery of arrears of rent or other sums due under the Lease; and
- 3.9.4 Any steps taken in contemplation or of in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term

3.10 Planning and development

3.10.1 Compliance with the Planning Acts

The Tenant must observe and comply with the provisions and requirements of the Planning Acts affecting the Premises and their use and must indemnify the Landlord and keep him indemnified, both during and following the end of the Term against all losses in respect of any contravention of those Acts

3.10.2 Consent for applications

The Tenant must not make any application for planning permission without the consent of the Landlord

3.10.3 Permissions and notices

The Tenant must at his expense obtain any planning permissions and serve any notices that may be required to carry out any development on or at the Premises

3.10.4 Charges and levies

Subject only to any statutory direction to the contrary the Tenant must pay and satisfy any charge or levy that may subsequently be imposed of any development on or at the Premises

3.10.5 Pre-conditions for Development

Notwithstanding any consent that may be granted by the Landlord under this Lease the Tenant must not carry out any Development on or at the Premises until all necessary notices under the Planning Acts have been served and copies produced to the Landlord all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and the Landlord has acknowledged that every necessary planning permission is acceptable to him. The Landlord may refuse to acknowledge its acceptance of a planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the opinion of the Surveyor acting reasonably be or be likely to be prejudicial to the Landlord or to its reversionary interest in the Premises whether during or following the end of the Term, but the Landlord must notify the Tenant promptly as to whether or not a planning permission is acceptable to it.

3.10.6 Completion of Development

Where a condition of any planning permission granted for Development begun before the end of the Term requires works to be carried out to the Premises by a date after the end of the Term, the Tenant must, unless the Landlord directs otherwise, finish those works before the end of the Term

3.10.7 Security for compliance with conditions

In any case where a planning permission is granted subject to conditions and if the Landlord so requires, the Tenant must provide sufficient security for his compliance with the conditions and must not implement the planning permission until the security has been provided

3.11 Plans, documents and information

3.11.1 Evidence of compliance with this Lease

If so requested, the Tenant must produce to the Landlord or the Surveyor any plans, documents and other evidence the Landlord reasonably requires to satisfy himself that the provisions of this Lease have been complied with

3.11.2 Information for rent review

If so requested the Tenant must produce to the Landlord, the Surveyor or an expert determining the Rent in default of agreement between the Landlord and the Tenant under the provisions for rent review contained in this Lease, three years worth of trading accounts and any other information (financial or otherwise) requested in writing in relation to the implementation of any provisions for rent review

3.12 Indemnities

The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with his authority or any breach of non-observance by the Tenant of the covenants, conditions or other provisions of this Lease of any of the matters to which this demise is subject

3.13 Re-letting boards and viewing

The Tenant must permit the Landlord to enter the Premises at any time during the last six months of the Contractual Term and at any time thereafter and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than twenty-eight days and to fix and retain anywhere on the Premises which does not interfere with normal trading a board advertising them for re-letting. Whilst such a board is on the Premises, the Tenant must permit viewing of them at reasonable times of the day

3.14 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession, decorated and repaired in accordance with an in the condition required by the provisions of this Lease, give up all the keys of the Premises to the Landlord, remove tenant's fixtures and fittings if requested to do so by the Landlord and remove all signs erected during the Term by the Tenant or any of his predecessors in title in or near the Premises immediately, making good any damage caused by their removal

3.15 Interest on arrears

The Tenant must pay interest on any of the Lease Rents or other sums due under this Lease that are not paid within fourteen days of the date due whether formally demanded or not the interest to be recoverable as rent. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Lease Rents or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment

3.16 Statutory Notices

The Tenant must give to the Landlord full particulars of any notice, direction, order or proposal relating to the Premises made, given or issued to the Tenant by any government department or local public regulatory or other authority or court within seven days of receipt and must produce it to the Landlord if so requested. The Tenant must without delay take all necessary steps to comply with the notice direction or order. At the request of the Landlord, but at his own cost, the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of any notice, direction, order or proposal

3.17 Viewing on sale of reversion

The Tenant must on reasonable notice at any time during the Term permit prospective purchasers of the Landlord's reversion or agents instructed in connection with the sale of the reversion to view the Premises without interruption provided they have the prior written authority of the Landlord or its agents

3.18 Defective Premises

Within fourteen days of becoming aware of the same, the Tenant must give notice to the Landlord or any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty or care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise and must at all times display and maintain any notices the Landlord may from time to time reasonably require him to display at the Premises

3.19 Replacement guarantor

3.19.1 Guarantor replacement events

In this clause 3.19 references to a "**guarantor replacement event**" are references in the case of an individual to death, bankruptcy, having a receiving order made against him or having a receiver appointed under the Mental Health Act 1983 and in the case of a company to passing a resolution to wind up entering in liquidation or having a receiver appointed

3.19.2 Action on occurrence of a guarantor replacement event

Where during the relevant Liability Period a guarantor replacement event occurs to the Guarantor or any person who has entered into an Authorised Guarantee Agreement, the Tenant must give notice of the event to the Landlord within fourteen days of his becoming aware of it. If so required by the Landlord, the Tenant must within twenty-eight days of such notice obtain some other person reasonably acceptable to the Landlord to execute a guarantee in the form of the Guarantor's covenants in clause 6 – Guarantee Provisions, or the authorised guarantee agreement in Schedule 4 – The Authorised Guarantee Agreement, as the case may be for the residue of the relevant Liability Period

3.20 Exercise of the Landlord's rights

The Tenant must permit the Landlord to exercise any of the rights granted to it by virtue of the provisions of this Lease at all times during the Term without interruption or interference

3.21 The Trade Covenants

The Tenant must observe and perform the Trade Covenants

3.22 Covenant to the Landlord's release

The Tenant must not unreasonably withhold consent to a request made by the Landlord under the 1995 Act section 8 for a release from all or any of the landlord covenants of this Lease

4. QUIET ENJOYMENT

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord of any person claiming under or in trust for it

5. INSURANCE

5.1 Covenant to insure

The Landlord covenants with the Tenant to insure the Premises unless the insurance is vitiated by any act of the Tenant or by anyone at the Premiers expressly or by implication with his authority

5.2 Details of Insurance

5.2.1 Office, underwriters and agency

Insurance is to be effected with such substantial and reputable insurance office or with such underwriters and through such agency as the Landlord from time to time reasonably decides

5.2.2 Insurance cover

Insurance must be effected for the following amounts:

5.2.2.1 The sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Premises including VAT, architects, surveyors, engineers, solicitors and all other professional persons' fees and fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Premises, the cost of preparation of the site, including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute and incidental expenses; and

5.2.2.2 Loss of the Rent taking account of any rent review that may be due for three years or such longer period as the Landlord from time to time requires for planning and carrying out the rebuilding or reinstatement

5.2.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Premises subject to such excesses, exclusions or limitations as the insurer requires

5.3 Payment of the Insurance Rent

The Tenant covenants to pay the Insurance Rent for the period commencing on the Rent Commencement Date and ending on the day before the next policy renewal date on the

date of this document and subsequently to pay the Insurance Rent on demand and if so demanded, in advance of the policy renewal date

5.4 Suspension of the Rent

5.4.1 Events giving rise to suspension

If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks so that the Premises or any part of them are unfit for occupation or use and payment of the insurance money is not wholly or partially refused because of any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority then the provisions of clause 5.4.2 – Suspending the Rent are to have effect

5.4.2 Suspending the Rent

In the circumstances mentioned in clause 5.4.1 – Events giving rise to Suspension, the Rent or a fair proportion of it according to the nature and the extent of the damage sustained is to cease to be payable until the Premises or the affected part have been rebuilt or reinstated so as to render the Premises or the affected part fit for occupation and use or until the expiration of three years from the destruction or damage whichever period is the shorter, the proportion of the Rent suspended and the period of suspension to be determined by the Surveyor acting as an expert and not as an arbitrator

5.5 Reinstatement and termination

5.5.1 Obligation to obtain permissions

If and whenever the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks and payment of the insurance money is not wholly or partially refused because of any act or default of the Tenant or anyone at the Premises expressly or by implication with his authority, the Landlord must use its best endeavours to obtain all the planning permissions or other permits and consents ("permissions") required under the Planning Acts or otherwise to enable it to rebuild and reinstate the Premises

5.5.2 Obligations to reinstate

Subject to the provisions of clause 5.5.3 – Relief from the obligation to reinstate, and if any permissions are required after they have been obtained, the Landlord must as soon as reasonably practicable apply all money received in respect of the insurance except sums in respect of loss of the Rent in rebuilding or reinstating the Premises

5.5.3 Relief from the obligation to reinstate

The Landlord need not rebuild or reinstate the Premises if and for so long as rebuilding or reinstatement is prevented because:

5.5.3.1 The Landlord, despite using its best endeavours cannot obtain any necessary permission

5.5.3.2 Any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply

5.5.3.3 There is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances

5.5.3.4 The Landlord is unable to obtain access to the site to rebuild or reinstate; and

5.5.3.5 The rebuilding or reinstating is prevented by war, act of God, government action or because of the occurrence of any other circumstances beyond the Landlord's control

5.5.4 Notice to terminate

If at the end of the period of thirty calendar months commencing on the date of the damage or destruction the Premises are still not fit for the Tenant's occupation and use either the Landlord or the Tenant may by notice served at any time within six calendar months of the end of that period ("a notice to terminate following failure to reinstate") implement the provisions of clause 5.5.5 – Termination following failure to reinstate

5.5.5 Termination following failure to reinstate

On service of a notice to terminate following failure to reinstate, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued and all money received in respect of the insurance effected by the Landlord pursuant to this Lease is to belong to the Landlord absolutely

5.6 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements contained in this clause 5.6

5.6.1 Requirements of insurers

The Tenant must comply with all the requirements and recommendations of the insurers

5.6.2 Policy avoidance and additional premiums

The Tenant must not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partially void or voidable or do or omit anything by which additional insurance premiums may become payable unless he has previously notified the Landlord and has agreed to pay the increased premium

5.6.3 Fire fighting equipment

The Tenant must keep the Premises supplied with such fire fighting equipment as the insurers and the Fire Authority require and must maintain the equipment to their satisfaction and must maintain the equipment to the reasonable satisfaction of the insurers and the Fire Authority and in efficient working order. At least once in every six calendar months the Tenant must cause any sprinkler system and other fire fighting equipment to be inspected by a competent person

5.6.4 Combustible materials

The Tenant must not store on the Premises or bring onto them anything of a specially combustible, inflammable or explosive nature and must comply with the requirements and recommendations of the Fire Authority as to fire precautions relating to the Premises

5.6.5 Fire escapes equipment and doors

The Tenant must not obstruct the access or any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied

5.6.6 Notice of events affecting the policy

The Tenant must give immediate notice to the landlord of any event that might affect any insurance policy on or relating to the Premises and any event against which the Landlord may have insured under this Lease

5.6.7 Notice of convictions

The Tenant must give immediate notice to the Landlord of any conviction, judgment or finding of any Court or Tribunal relating to the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

5.6.8 Other insurance

If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not effected or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received

5.6.9 Reinstatement on refusal of money through default

If at any time the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks and the insurance money under the policy of insurance effected by the Landlord pursuant to his obligations contained in this Lease is wholly or partially irrecoverable because of any act or default of the Tenant or of anyone at the Premises expressly or by implication with his authority, the Tenant must immediately, at the option of the Landlord, either rebuild and reinstate the Premises or the part of them destroyed or damaged to the reasonable satisfaction and under the supervision of the Surveyor – in which case on completion of the rebuilding and refurbishment the Landlord must pay to the Tenant the amount that the Landlord has actually received under the insurance policy in respect of the destruction or damage – or pay to the Landlord on demand with Interest the amount of the insurance money so irrecoverable – in which case the provisions of clauses 5.4 – Suspension of the Rent and 5.5 – Reinstatement and Termination, are to apply.

5.7 Landlord's further insurance covenants

The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.7 in relation to the insurance policy effected by the Landlord pursuant to his obligations contained in this Lease

5.7.1 Copy policy

The Landlord must produce to the Tenant within fourteen days of demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid

5.7.2 Noting of the Tenant's interest

The Landlord must ensure that the interest of the Tenant and any mortgagee of the Tenant notified to the Landlord is noted or endorsed on the policy

5.7.3 Change of risks

The Landlord must notify the Tenant of any material change in the risks covered by the policy from time to time

6. GUARANTEE PROVISIONS

6.1 The Guarantor's Covenants

6.1.1 Nature and duration

The Guarantor's covenants with the Landlord are given as sole or principal debtor or covenantor with the landlord for the time being and with all successors in title without the need for any express assignment and the Guarantor's obligations to the Landlord will last throughout the Liability Period

6.1.2 The covenants

The Guarantor covenants with the Landlord to observe the requirements of this clause 6.1.2

6.1.2.1 Payment of rent and performance of the Lease

The Tenant must pay the Lease Rents and VAT charged on them punctually and observe and perform the covenants and other terms of this Lease and if at any time during the Liability Period while the Tenant is bound by the tenant covenants of this Lease, the Tenant defaults in paying the Lease Rents or in observing or performing any of the covenants or other terms of this Lease, then the Guarantor must pay the Lease Rents and observe and perform the covenants or terms in respect of which the Tenant is in default and make good to the Landlord on demand and indemnify the Landlord against all losses result from such non-payment, non-performance or non-observance notwithstanding:

- (a) any time or indulgence granted by the Landlord to the Tenant, any neglect or forbearance of the Landlord in enforcing the payment of the Lease Rents or the observance or performance of the covenant so other terms of this Lease or any refusal by the Landlord to accept rent tendered by or on behalf of the Tenant at a time when the Landlord is entitled or will after service of a notice under the Law of Property Act 1925, section 146, be entitled to re-enter the Premises
- (b) that the terms of this Lease may have been varied by agreement between the Landlord and the Tenant provided that no variation is to bind the Guarantor to the extent that it is materially prejudicial to him
- (c) that the Tenant has surrendered part of the Premises – in which event the liability of the Guarantor under this Lease is to continue in respect of the part of the Premises not surrendered after making any necessary appointments under the Law of Property Act 1925, section 140; and
- (d) anything else by which but for this clause 6.1.2.1 the Guarantor would be released

6.1.2.2 New lease following disclaimer

If at any time during the Liability Period while the Tenant is bound by the tenant covenants of this Lease any trustee in bankruptcy of the Tenant disclaims this Lease, the Guarantor must if so required by notice served by the Landlord within one calendar month of the Landlord becoming aware of

the disclaimer take from the Landlord forthwith a Lease of the Premises for the residue of the Term as at the date of the disclaimer at the Rent then payable under this Lease and subject to the same covenants and terms as in this Lease – except that the Guarantor need not ensure that any other person made a party to that lease as guarantor – the new lease to commence on the date of the disclaimer. The Guarantor must pay the costs of the new lease and VAT charged thereon save where such VAT is recoverable or available for set-off by the landlord as input tax and execute and deliver to the Landlord a counterpart of the new lease

6.1.2.3 Payments following disclaimer

If this Lease is disclaimed and the Landlord does not require the Guarantor to accept a new lease of the Premises in accordance with clause 6.1.1.1 – New lease following disclaimer, the Guarantor must pay to the Landlord on demand an amount equal to the difference between any money received by the Landlord for the use or occupation of the Premises and the Lease Rents in both cases for the period commencing with the date of the disclaimer and ending on whichever is the earlier of the date six calendar months after the disclaimer and the date if any upon which the Premises are re-let and the end of the Term

6.1.2.4 Guarantee of the Tenant's liabilities under an Authorised Guarantee Agreement

If at any time during the Liability Period while the Tenant is bound by an Authorised Guarantee Agreement the Tenant makes any default in his obligations under that agreement, the Guarantor must make good to the Landlord on demand and indemnify the Landlord against all losses resulting from that default notwithstanding:

- (a) any time or indulgence granted by the Landlord to the Tenant or neglect or forbearance of the Landlord in enforcing the payment of any sum or the observance or performance of the covenants of the Authorised Guarantee Agreement
- (b) that the terms of the Authorised Guarantee Agreement may have been varied by agreement between the Landlord and the Tenant provided that no variation is to bind the Guarantor to the extent that it is materially prejudicial to him; or
- (c) anything else by which but for this clause 6.1.2.4 the Guarantor would be released

6.1.3 Severance

6.1.3.1 Severance of Void Provisions

Any provision of this clause 6 rendered void by virtue of the 1995 Act, section 25, is to be severed from all remaining provisions and the remaining provisions are to be preserved

7. FORFEITURE

If and whenever during the Term:

- 7.1.1 The Lease Rents or any of them or any part of them or any VAT payable on them are outstanding for twenty-one days after becoming due whether formally demanded or not

- 7.1.2 The Tenant or the Guarantor breaches to any material extent any covenant or other terms of this Lease; or
- 7.1.3 The Tenant or the Guarantor becomes bankrupt; or
- 7.1.4 The Guarantor being a company enters into liquidation whether compulsory or voluntary – but not if the liquidation is for amalgamation or reconstruction of a solvent company – or a receiver has been appointed; or
- 7.1.5 The Tenant enters into an arrangement for the benefit of his creditors
- 7.1.6 The Tenant has any distress or execution levied on his goods and where the Tenant or the Guarantor is more than one person and if and whenever any of the events referred to in this clause happens to or in relation to any one or more of them the Landlord may at any time re-enter the Premises or any part of them in the name of the whole – even if any previous right of re-entry has been waived – and thereupon the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or the Guarantor in respect of any breach of covenant or other term of this Lease including the breach in respect of which the re-entry is made

8. MISCELLANEOUS

- 8.1 The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement of representation made by or on behalf of the Landlord except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Tenant's solicitors in connection with the grant of this Lease

8.2 Tenant's property

If after the Tenant has vacated the Premises at the end of the Term any property of his remains in or on the Premises and he fails to remove it within seven days after a written request from the Landlord to do so or if the Landlord is unable to make such a request to the tenant within fourteen days from the first attempt to make it, then the Landlord may as the agent of the Tenant sell the Property. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by it in the mistaken belief held in good faith – which is to be presumed unless the contrary is proved – that the property belongs to the Tenant. If having made reasonable efforts to do so the Landlord is unable to locate the Tenant, then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within six calendar months of the date upon which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any Losses caused by or related to the present of the property in or on the Premises

8.3 Compensation on vacating excluded

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows

8.4 Notices

8.4.1 Form and service of notices

A notice under this Lease must be in writing and unless the receiving party or his authorised agent acknowledges receipt is valid if and only if:

8.4.1.1 It is given by hand, sent by registered post or recorded delivery or sent by fax provided that a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day; and

8.4.1.2 It is served:

- (a) where the receiving party is a company incorporated within Great Britain at the registered office
- (b) where the receiving party is the Tenant at the Premises; and
- (c) where the receiving party is the Landlord and the Landlord is not such a company at the Landlord's address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant

8.4.2 Deemed delivery

8.4.2.1 By registered post or recorded delivery

Unless it is returned through the Royal Mail undelivered a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received

8.4.2.2 By fax

A notice sent by fax is to be treated as served on the day upon which it is sent or the next working day where the fax is sent after 16:00 hours or on a day that is not a working day whenever and whether or not it or the confirmatory copy is received unless the confirmatory copy is returned through the Royal Mail undelivered

8.4.2.3 "working day"

References to a "working day" are references to a day when the United Kingdom clearing banks are open for business in the City of London

8.4.3 Joint Recipients

If the receiving party consists of more than one person, a notice to one of them is notice to all

8.5 Capacity of Tenants

It is declared that the persons comprising the Tenant hold this Lease as joint tenants

8.6 Exclusion of the 1954 Act, sections 24-28

The parties confirm that:

8.6.1 The Landlord served a notice on the Tenant as required by section 38A(3)(a) of the 1954 Act in relation to this Lease before this Lease was entered into, a copy of which notice is annexed to this Lease

8.6.2 The Tenant made a statutory declaration in accordance with the requirements of section 38A(3)(b) of the 1954 Act (a copy of which declaration is annexed to this Lease)

8.6.3 The Landlord and Tenant agree that the provisions of sections 24-28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

8.6.4 there is no agreement for lease to which this lease gives effect

IN WITNESS whereof this document has been executed by the parties hereto as their deed and delivered the day and year first before written

SCHEDULE 1

The Rights Reserved or subject to which this Lease is Granted

1. **Right of entry to inspect**

The right to enter on in emergency to break into and enter the Premises at any time during the Term at reasonable times and upon reasonable notice except in emergency to inspect them to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term and to exercise any of the rights granted to the Landlord elsewhere in this Lease

2. **Access on rent review**

The right to enter with the Surveyor or the Expert determining the Rent under the provisions for rent review contained in this Lease at convenient hours and on reasonable prior notice to inspect and measure the Premises for all purposes connected with the implementation of the provisions for rent review

SCHEDULE 2

The Rent and Rent Review

1. DEFINITIONS

For all purposes of this Schedule the terms defined below have the meanings specified

1.1.1 "Expert"

References to the "Expert" are references to an independent valuer appointed by agreement between the Landlord and the Tenant or in the absence of agreement within fourteen days of one of them giving notice to the other of his nomination, nominated by the President for the time being of the Royal Institution of Chartered Surveyors (or any person authorised by him to make appointments on his behalf) on the application of either made at any time after either Review Date to determine the Rent under this Schedule

1.1.2 "Assumptions"

The "Assumptions" means:

- 1.1.2.1 The assumption that no work has been carried out on the Premises during the Term by the Tenant that has diminished the rental value of the Premises other than work carried out in compliance with clause 3.5 – Statutory Obligations
- 1.1.2.2 The assumption that if the Premises have been destroyed or damaged they have been fully rebuilt or reinstated
- 1.1.2.3 The assumption that the covenants contained in this Lease on the part of the Landlord and the Tenant have been fully performed and observed
- 1.1.2.4 The assumption that the Premises are available to let by a willing landlord to a willing tenant in the open market by one lease (the "**Hypothetical Lease**") without a premium being made by either party and with vacant possession
- 1.1.2.5 The assumption that the Premises are capable of being used by the incoming tenant from the beginning of the Hypothetical Lease for all purposes required by the incoming tenant that would be permitted under this Lease
- 1.1.2.6 The assumption that the Hypothetical Lease contains the same terms of this Lease except the amount of the Initial Rent, but including the provisions for rent review on the relevant Review Date
- 1.1.2.7 The assumption that the Hypothetical Lease does include the reservation of the Insurance Rent and that the term of the Hypothetical Lease is a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 3 years commencing on the relevant Review Date, if longer and that the rent commences to be payable on that date and that the years during which the tenant covenants to decorate the Premises are at the same intervals after the beginning of the term of the Hypothetical Lease as those specified in this Lease

1.1.2.8 The assumption that every prospective willing landlord and willing tenant is able to recover VAT in full

1.1.3 **"Disregards"**

The "Disregards" means

1.1.3.1 Disregard of any increase in rental value of the Premises attributable to the Tenant or its predecessors in title being in occupation of the Premises

1.1.3.2 Any goodwill attaching to the Premises solely by virtue of any business carried on thereat by the Tenant or its predecessors in title

1.1.3.3 Disregard to any increase in rental value of the Premises attributable at the relevant Review Date to any improvements to the Premises carried out with consent where required otherwise than in pursuance of an obligation (except an obligation contained in clause 3.5 – Statutory Obligations) to the Landlord by the Tenant during the Term

1.1.3.4 Disregard of the taxable status of the Landlord or the Tenant for the purposes of VAT

1.2 **Ascertaining the Rent**

1.2.1 **Agreement of the Rent**

Not later than six months before each Review Date time not being of the essence of the contract the Landlord and the Tenant must open negotiations with a view to reaching a written agreement as to the revised rent for that Review Period and the Rent for that period may be agreed at any time or in the absence of agreement is to be determined by the Expert

1.2.2 **Open market rent**

The sum to be agreed between the Landlord and the Tenant or otherwise to be determined by the Expert as the Rent must be the sum at which the Premises might reasonably be expected to be let in the open market at each Review Date making the Assumptions, but disregarding the Disregards BUT under not circumstances shall the Rent be fixed at a figure less than the Initial Rent at each Review Date

1.2.3 **Conduct of the determination**

1.2.3.1 **Fees and expenses**

The fees and expenses of the Expert and any VAT payable on them including the cost of his appointment are to be borne equally by the Landlord and the Tenant who must otherwise bear their own costs

1.2.3.2 **Representations**

The Expert must afford each of the parties an opportunity to make written representations to him and also an opportunity to make written counter-representations on any representations made to him by the other party, but is not to be in any way limited or fettered by such representations and counter-representations and is to be entitled to rely on his own judgment and opinion

1.2.3.3 **Replacement of the Expert**

If the Expert dies or refuses to act or becomes incapable of acting or if he fails to publish his determination within four months of the date on which he accepted the appointment either party may apply to the President to discharge him and appoint another in his place

1.3 Back Payment of the Rent as ascertained

When the Rent payable for each Review Period has been ascertained, then the Tenant must pay to the Landlord within one calendar month of the date on which the Rent is agreed or the Expert's award is received by him any shortfall between the Rent that would have been paid for that period had it been ascertained on or before each Review Date and the payments made by the Tenant on account with interest at the base lending rate from time to time of the Bank referred to in or nominated pursuant to the Interest Rate in respect of each instalment of rent due on or after each Review Date on the amount by which the instalment of the Rent that would have been paid had it been ascertained exceeds the amount paid by the Tenant on account, the interest to be payable for the period from the date on which the instalment was due up to the date of payment of the shortfall

1.4 Effect of counter-inflation provisions

If at each Review Date a statute prevents, restricts or modifies the Landlord's right either to review the Rent in accordance with this Lease or to recover any increase in the Rent, then the Landlord may when the restriction or modification is removed, relaxed or varied – without prejudice to his rights if any to recover any rent the payment of which has only been deferred by statute – on giving not less than one calendar month's notice to the Tenant at any time of the restriction or modification being removed, relaxed or varied require the Tenant to proceed with any review of the Rent that may have been prevented or to review the Rent further in respect of any review where the Landlord's right was restricted or modified. The date of expiry of such notice is to be treated as a review date. The Landlord may recover any increase in the Rent with effect from the earliest date permitted by law

SCHEDULE 3

The Trade Covenants

1. USE

1.1 Public House use

The Tenant must not use that part of the Premises edged re on the Plan otherwise than as a public house offering at any one time not less than four cask conditioned beers from breweries who fulfil the requirements for membership of either the Small Independent Brewers' Association of the Independent Family Breweries of Britain and may only use the Adjacent Land for the keeping of horses and for purposes ancillary to the use of that part of the Premises edged red on the plan as a public house and as approved in writing by the Landlord.

1.2 Opening Period

Except for such times as the Landlord may otherwise agree in writing, the Tenant must keep the Premises open for business at all times throughout the year and at least during the hours specified in Schedule 5 – Minimum Weekly Opening Hours

1.3 Sleeping Accommodation

Tenant must not offer sleeping accommodation to the public

1.4 Machines

The Tenant must not install in any part of the Premises any pool table, amusement with prizes machine, gaming machine or customer operated sound reproduction system or audio visual system without the written consent of the Landlord

2. APPLICATION AND RETENTION OF LICENCES ETC

2.1 The Tenant must maintain or secure any licences, certificates or other permissions which are from time to time during the Term necessary, advisable or appropriate for the carrying on of the business of a public house at the Premises whether granted under the Licensing Act 2003 or any other statute (the "**Licences**")

2.2 The Tenant must not without the previous consent in writing of the Landlord transfer surrender or attempt to surrender the Licences or allow them to lapse nor take any steps to have them removed to any other Property

2.3 The Tenant must not obtain or attempt to obtain or apply for a Restriction Order and at all times to use his reasonable endeavours to prevent the making of a Restriction Order

2.4 The Tenant must not do any act or deed whether by himself or his servants or agents that may lead to an application being made to the Licensing Authority to revoke or review any of the Licences

2.5 The Tenant must not do any act or deed whether by himself or his servants or agents that may lead to an objection being made to the renewal of any of the Licences or which may prejudice the hours the Premises may remain open

2.6 The Tenant must report to the Landlord immediately and in writing any application or appeal made or proposed to be made by any person to the Licensing Authority with a view to revocation or review of a Licence of their imposing a restriction upon the hours during which the Premises may be kept open or any other restriction

- 2.7 The Tenant must fulfil and perform any existing undertakings given to the Licensing Authority in respect of the Premises applicable to the Tenant and observe any lawful regulations as to the conduct of the Premises from time to time made by the Licensing Authority or other statutory body for the district in which the Premises is situate
- 2.8 The Tenant must carry out and implement in a good and satisfactory manner all such works as may be required or requested by the Licensing Authority or other competent authority to the Premises which are necessary, advisable or appropriate to maintain, renew or safeguard the Licences or permits necessary or appropriate for carrying on business at the Premises
- 2.9 The Tenant must not give any undertaking relating to the Premises or any of the Licences without the written consent of the Landlord and if asked to give any such undertaking shall give immediate notice of the request to the Landlord by registered post
- 2.10 The Tenant must not without the consent of the Landlord apply to the Licensing Authority for the insertion in any of the Licences of any conditions, apply for other licences or permits or apply for any variation of the Licences
- 2.11 The Tenant must obtain the prior consent of the Licensing Authority to any alteration authorised by the Landlord
- 2.12 The Tenant must not do on the Premises or elsewhere anything whereby the Tenant may become liable to conviction before a Court of Summary Jurisdiction or otherwise of any offence whether under the Licensing Act 2003 or against any of the Acts for the time being in force relating to Customs and Excise
- 2.13 The Tenant must give immediate notice by registered post or recorded delivery to the Landlord:
 - 2.13.1 Of any complaint or warning given by the Licensing Authority, Police or Her Majesty's Revenue and Customs in respect of the conduct of the licensed business at the Premises and of any summons issued against the Tenant in respect of any offence charged against the Tenant in respect of the Tenant's conduct as a licence holder or in relation to VAT or otherwise
 - 2.13.2 Of any notice received by the Tenant of intention to oppose the renewal or apply for revocation or review of any of the Licences in respect of the Premises
 - 2.13.3 Of any person having been to the Tenant's knowledge convicted of any offence committed upon the Premises or having been apprehended on the charge of committing any such offence or having been served with any summons in respect of any such offence
- 2.14 On the termination of this Lease the Tenant must:
 - 2.14.1 Arrange for the transfer and handing over of the residue of all of the Licences or permits held by the Tenant or the nominee of the Tenant to the Landlord or its nominee
 - 2.14.2 Sign or secure the signing of all necessary notices and do all other acts and things which may be requisite to transfer all of the Licences to the Landlord or its nominee or nominees or which may be necessary to obtain for any succeeding tenant or lessee of the Premises a Variation of the Designated Property Supervisor under section 37 of the Licensing Act 2003
 - 2.14.3 Deliver up to the landlord or its nominee or nominees all of the Licences and permits

- 2.15 The Tenant must ensure that the Designated Property Supervisor named on the Property Licence holds a Personal Licence at all times and if such a person ceases to hold a Personal Licence then the tenant shall notify the Landlord immediately
- 2.16 The Tenant must on any permitted transfer of this Lease
- 2.16.1 Apply for the grant of a new Premises Licence under Schedule B of the Licensing Act 2003 to replace the then existing Licences as soon as possible after the transfer of this Lease (unless an application has already been made in respect of the Premises) and ensure that nothing is done or omitted to be done which may in any way prejudice the granting of that application or which may result in any representations being made to that objection
- 2.16.2 Notify the Landlord of the proposed Designated Premises Supervisor for the Premises in order that the Landlord can approve the appointment of that Designated Premises Supervisor (such consent not to be unreasonably withheld)
- 2.17 The Tenant must notify the Landlord of:
- 2.17.1 Any variation which is submitted to the Licensing Authority or other statutory authority in respect of any of the Licences
- 2.17.2 Any notice from the Licensing Authority of an application to review any of the Licences forthwith upon receipt of same
- 2.17.3 Notify the Landlord forthwith (where possible) and procure that the Tenant's personal representatives (in the event of death), Power of Attorney (in the event of mental capacity) or insolvency practitioner (in the event of insolvency) notifies the Landlord forthwith of the death, mental incapacity or insolvency of the Tenant
- 2.18 If the Tenant refuses or neglects to renew any of the Licences or to transfer the Licences to the Landlord or its nominee, it shall be lawful for the Landlord or its nominee (and the Landlord and any employee of the Landlord who it shall resolve to nominate are hereby irrevocably empowered and appointed the Tenant's attorney or attorneys for these purposes) to do all things necessary to effect such renewal or transfer of the Licences for and on behalf of and in the name of the Tenant and to appear before any Authority either personally or by Solicitors or agents to apply for such renewal or transfer and to consent as the agent of the Tenant to a transfer of the Licences being made to a new tenant or lessee of the Premises
- 2.19 It shall be lawful for the Landlord or its nominee at the Landlord's expense (and it and any such nominee as aforesaid are hereby irrevocably empowered and appointed attorney or attorneys by the Tenant for this purpose) to appeal in the Tenant's name against any refusal by any Authority to renew or transfer the Licences or against the decision of any Authority to revoke or review any of the Licences or against any order made in respect of the obligations under this Schedule and shall comply with all the Tenant's obligations under this Schedule
- 2.20 The Tenant shall not:
- 2.20.1 Give or permit any undertaking relating to the Premises or the Licences without the prior written consent of the Landlord and if asked to give any such undertaking the tenant shall give immediate notice of such request to the Landlord
- 2.20.2 On the Premises or elsewhere do or omit to do any act whereby the Tenant renders himself liable to conviction of any offence under the Licensing Act 2003 or any other statute

2.20.3 Without the previous consent in writing of the Landlord transfer, surrender or permit to attempt to surrender or allow to lapse the Licences, nor take any steps to have the Licences removed to any other Premises

3. **ENVIRONMENTAL PROTECTION**

The Tenant must not permit any oil or grease or any deleterious, objectionable, dangerous, poisonous or explosive matter or substance to be discharged into the Conduits and must take all reasonable measures to ensure that any effluent discharged into the Conduits will not be harmful to the environment, corrosive or otherwise harmful to the Conduits or cause obstruction or deposit in them. The Tenant must comply with the provisions of the Clean Air Act 1993 and with the requirements of any notice served under it by the relevant authority or body

4. **CEILING AND FLOOR LOADING**

4.1 **Heavy items**

The Tenant must not bring onto or permit to remain on the Premises any safes, machinery, goods or other articles that will or may strain or damage the Premises or any part of them

4.2 **Suspension from ceiling**

The Tenant must not without the consent of the Landlord suspend anything from any ceiling of any building on the Premises

4.3 **Expert advice**

If the Tenant applies for the landlord's consent under paragraph 4.2 the Landlord may consult any engineer or other person in relation to the ceiling loading proposed by the Tenant and the Tenant must repay the fees of the engineer or other person to the Landlord on demand

5. **MACHINERY**

5.1 **Noisy machinery**

The Tenant must not install or use in or on the Premises any machinery or apparatus other than usual public house machinery that causes noise or vibration that can be heard or felt outside the Premises or that may cause structural damage

5.2 **Maintenance and use of machinery**

5.2.1 **Maintenance**

In order to avoid damage to the Premises the Tenant must keep all machinery and equipment on the Premises (the "**Machinery**") properly maintained and in good working order and for that purpose must employ reputable contractors (the "**Contractors**") to carry out regular periodic inspection and maintenance of the Machinery

5.2.2 **Renewal of parts**

The Tenant must renew all working and other parts of the Machinery as and when necessary or when recommended by the Contractors

6. **SIGNS AND NAMES**

The Tenant must at all times display and maintain the existing signage and must not change any of the names of the Premises

SCHEDULE 4

Authorised Guarantee Agreement

Dated this day of 20[]

1. PARTIES

THIS DEED is made between

[] of [] (the "Landlord") (1) and

[] of [] (the "Tenant") (2)

2. DEFINITIONS AND INTERPRETATION

"Assignee" [] of []

"Property" All that property known as The Three Horseshoes, Sambrook,
Near Newport, Telford TF10 8AP

"Lease" A lease made the [] day of []

3. COVENANT

The Tenant in consideration of the Landlord having given its consent to the assignment of the Lease to the Assignee hereby covenants by way of indemnity and guarantees with and to the Landlord as follows:

- 3.1 That the Assignee will duly pay the rents together with VAT reserved in the Lease and all other sums and payments therein prescribed on the days and in the manner thereinbefore appointed for the payment thereof and will duly perform and observe all covenants, conditions and agreements on the Tenant's part contained or referred to in the Lease and that in case of default in such payment, performance or observance as aforesaid the Tenant will at his own cost pay all such rents and other sums and payment and observe and perform all such covenants, conditions and agreements and make good to the Landlord on demand and indemnify the Landlord against all losses, damages, costs and expenses thereby arising or incurred by the landlord or in any way arising out of or by reason of any default on the part of the Assignee PROVIDED ALWAYS that any neglect or forbearance of the Landlord in endeavouring to obtain payment of the said rents thereby reserved when the same become due and payable or to enforce observance or performance of any of the covenants and conditions on the Tenant's part contained in the Lease at any time which may be given by the Landlord to the Assignee shall not release or exonerate in any way or in any way lessen or affect the liability of the Tenant under this covenant
- 3.2 That in the event of the Lease being determined by re-entry by the Landlord or disclaimed by or on behalf of the Assignee under any statutory or other power or if the Assignee (being a Company) is dissolved or struck off the Register of Companies and the Crown disclaims

the Lease, the Tenant will take from the Landlord (but only if so required by the Landlord by written notice to the Tenant with six months of such disclaimer) a grant of another lease of the Property for the residue of the term granted by the lease unexpired at the date of such disclaimer at the same rents as thereinbefore reserved and subject to the like covenants, conditions, provisos (including provisions for rent review) as are therein contained and the Tenant will on the grant of such further Lease execute and deliver to the Landlord a counterpart thereof and will pay the Landlord's legal costs in connection with the preparation and completion of the Lease and Counterpart thereof

4. **AGREEMENTS**

It is agreed between the parties hereto that:

- 4.1 This guarantee is to take effect immediately on the assignment of the Lease to the Assignee and is to remain in order for so long as and to the extent that the Assignee is not released by law from liability for the covenants and conditions on the Tenant's part contained in the Lease
- 4.2 Any variation of the Lease whether or not made with the consent of the Tenant and the guarantee of the Tenant in clause 3 hereof is to operate in relation to the Lease as it may be varied from time to time

IN WITNESS whereof this document has been executed by the parties hereto as their deed and delivered the day and year first before written

SCHEDULE 5

Minimum Weekly Opening Hours

Sunday	12:00 noon to 3:00pm and 7:00pm to 10:30pm
Monday/Tuesday/Wednesday	4:00pm to 11:00pm
Thursday/Friday/Saturday	12:00 noon to 11:00pm

INVENTORY

Fittings and Equipment included in this Lease

SidneyPhillips
.co.uk

Three Horseshoes
Sambrook
Newport
Shropshire
TF10 8AP

CONTRACT COPY
INVENTORY

of

**Trade Furniture, Fixtures,
Fittings and Effects**

**To be retained by the freeholders
in the letting of the above**

From: Setsgrove Holdings Ltd (Freeholder)

To: Mr P & Mrs A Panayi (Incoming Tenant)

Prepared September 2014

Sidney Phillips
Shepherds Meadow
Eaton Bishop
Hereford HR2 9UA
Tel: 01981 250 333

www.sidneyphillips.co.uk

**licensed
property
specialists**

Sidney Phillips Limited, Head & Registered Office: Shepherds Meadow, Eaton Bishop, Hereford, HR2 9UA
Registered in England & Wales: No. 2362635

HEREFORD ILMINSTER YORK NORWICH TUNBRIDGE WELLS HEXHAM

ENTRANCE HALLWAY (FROM CAR PARK)

Ceiling mounted light fitting with circular glazed shade

Door mounted signs 'Gents' & 'Ladies'

LADIES TOILETS

Ceiling mounted circular light fitting with Perspex overshade

Ceiling mounted light fitting with globe shaped perspex overshade

Three watercolour prints in silver coloured wooden frames

Gilt edged rectangular mirror

2 paper towel dispensers

Cream plastic waste bin

Cream plastic waste bin with lid

White plastic toilet brush and holder

Tork sanitary towel dispenser

GENTLEMENS TOILETS

Gilt edged mirror

Kimberly Clark paper towel dispenser

Cream plastic waste bin

White plastic toilet brush and holder

Tork sanitary towel dispenser

BAR SERVERY

Altro non slip floor throughout

Coca cola branded under counter bottle fridge

Digital ER-5200 electronic cash register

15 wall mounted optics of varying types

Assorted fixed shelving

Stainless steel hand wash basin

AP40.28 commercial glass wash

Coca cola branded bottle fridge

2 wine coolers with stainless steel shelving of undercounter type

Wall mounted wine rack (64 bottle capacity)

KEG CELLAR

Hubbard cooler stored and serviced by Sub Zero Refrigeration

MEC-Line stainless steel ice maker

RESTAURANT.

Red, green & yellow patterned carpet
throughout (partially faded)

Wooden curtain rail with end finials

Pair of red curtains with leaf print design

Log burner (OWNED PRIVATELY BY
EXISTING TENANT – WHO MAY
NEGOTIATE A PRIVATE SALE WITH
THE INCOMING TENANT)

Blackboard with rectangular wooden
frame

Wall mounted sketch in a wooden frame
entitled 'Cheswardine Hall'

Wall mounted mirror with gilt edged frame

Wall mounted photograph depicting an old
car registration: A.W.339

Wall mounted wheatsheaf

Wall mounted sketch depicting 'The Iron
Bridge 1770 – 1979'

Wall mounted photo of an old car
registration: A.W.538

Wall mounted photo 'Sambrook'

Wall mounted Map of Shropshire

Wall mounted photo entitled 'Pillow Fight
Flower Show Sports, Hinstock'

4 wall mounted brass effect light fittings
with opaque glass shades, bulbs present

Plastic child's high chair

15 mates style wooden chairs with spindlebacks and red and blue checked upholstered seats

2 dark wooden tables, 92cm x 69cm with central stretcher on screen supports

2 dark wooden tables, 66cm x 20cm with metal screen supports

2 square dark wooden tables, 69 sq cm with central stretcher on screen supports

Large rectangular table with four wooden legs and central stretcher

2 wooden benches with red and blue upholstered check seats with wooden backs

SNUG BAR

2 green leather Chesterfield sofas

6 half height wooden bar stools with faded green upholstered chairs

4 wooden mates style chairs of assorted styles, one with upholstered seat

Wooden bench with red and blue upholstered checked seat with wooden back

2 blackboards

4 wall mounted brass effect light fitting with opaque glass overshadings

'Olde Worlde' photo of a farmhouse entitled 'J E Onions Licensed Retailer'

'Olde Worlde' photo of lady and motorbike

Wall mounted A4 Certificate of
Appreciation awarded to the Three
Horsehoes

A4 photograph of French Bar titled 'The
Rendevouz Bar, Dragey, Normandy –
February 2005'

'Olde Worlde' photo of a group of children
in front of a brick building

Photo depicting four officers and a couple

Wooden curtain rail with end finials and
red leaf print curtains to same

Red, green and blue patterned fitted
carpet throughout

Wall mounted 'olde worlde' photo of men
working in the fields

Fixed wooden corner bar servery with
polished wooden counter top

MAIN BAR

Quarry tiled floor throughout

Wood burner

Coal bucket

Wall mounted 26" flat screen television

Wall mounted dartboard entitled 'Three
Horseshoes'

Wooden curtain rail with end finials

Pair of brown and floral print curtains

Ceiling mounted stainless steel effect
three point spotlight fitting

3 wall mounted brass effect light fittings
with opaque glass overshades

Wall mounted 'olde worlde' photograph of
Three Horseshoes

Wall mounted 'olde worlde' photograph of
a car in front of a cast iron fence

Wall mounted cork notice board

Wall mounted blackboard

Wall mounted Victoria Station analogue
clock

Wall mounted photograph of a man on a
motorbike entitled 'Infant - HRD Series B
Rapide'

Wall mounted photograph entitled
'Domestic Staff of Hinstock Hall'

Wall mounted aerial photo of the Three
Horseshoes

Photo entitled 'The Three Horseshoes
Team 1987-1988'

Wall mounted photo of Sambrook Village

Wall mounted photo of a large group of
children outside a Victorian style building

5 circular wooden tables with cast iron
legs

Rectangular table, 68cm x 20cm with
central stretcher on screen supports

Runs of L'shaped fixed bench wall seating
upholstered in red and blue check

Half height dark wooden bar stools with upholstered seats in red and blue check

2 high mates style wooden bar chairs with spindlebacks

2 high bar stools upholstered in red and blue check

L'shaped bar servery with panelled wooden front and veneer counter tops

Run of pelmet type curtains to window in black leaf type pattern

ENTRANCE HALLWAY (FROM FRONT)

Ceiling mounted light fitting with glazed shade complete with two energy saving bulbs

Ceiling mounted rectangular emergency light fitting

Green rectangular sign 'Fire Exit'

CATERING KITCHEN

2 stainless steel 'gram' tall commercial style fridges

BT Converse 225 telephone

Stainless steel table with undershelf 60cm x 14cm

Sharp 1900W/R-2480 commercial microwave oven

Stainless steel table, 60cm x 60cm with undershelf

Commercial style Parry six ring gas burner with gas under oven

'Grill Vapour' gas grill by Arris Catering Equipment

Unbranded stainless steel double bay deep fat fryer

Autovent of Stoke on Trent galvanised extraction canopy

Stainless steel bain marie/hot plate with four heat lamps and pass shelf

LEC double door bottle type fridge

Wall mounted hand wash basin

Tork paper towel dispenser

Stainless steel table with two undershelves, 75cm x 22cm

Stainless steel table with two undershelves, 66cm x 177cm

Parry water boiler

Stainless steel Infrico counter top salad bar

Hinari domestic style microwave oven

Three wall mounted stainless steel shelves

3 ceiling mounted striplight fittings with Perspex overshades

CONSERVATORY

Ceiling mounted striplight fitting

Red plastic waste bin

Stainless steel table with two
undershelves, 90cm x 65cm

Stainless steel shelf unit with four shelves

Branded glass fronted freezer

Gram stainless steel commercial style
freezer

White Scandinova domestic style fridge

Commercial stainless steel double sink
unit with draining rack

Stainless steel table with stainless steel
undershelf, 60cm x 225cm

Stainless steel commercial dishwasher
mounted on stainless steel table

Square lino floor throughout

STAIRS TO FIRST FLOOR

Fitted carpet and wall mounted wooden
hand rail

Ceiling mounted light fitting with shade,
cord and bulb present

OFFICE

Ceiling mounted light fitting, cord and bulb
present

Desk mounted metal safe

Fitted carpet throughout, red with yellow squares

LANDING

Red fitted carpet throughout

Briton metal return mechanism

BEDROOM 1

Fitted carpet throughout, red with yellow squares

2 ceiling mounted light fittings with cords, shades and bulbs present

BEDROOM 2

Fitted carpet throughout, red with yellow squares

Ceiling mounted light fitting, cord and bulb present

FAMILY BATHROOM

Shower unit with Triton power shower

Bath

Pedestal sink

WC

Ceiling mounted stainless steel effect
spotlight fitting with three bulbs

Ceiling mounted circular light fitting

KITCHEN

Blue lino floor throughout

Run of domestic units of good standard

Wall mounted Electrolux extraction canopy

Counter top Algor domestic style four ring
electric hob

HALLWAY

Red carpet fitted throughout

Ceiling mounted light fitting, cord and bulb
present

LIVING ROOM

Fitted carpet throughout, red with yellow
squares

Ceiling mounted light fitting with cord, bulb
and shade present

Log burner (OWNED PRIVATELY BY
EXISTING TENANT – WHO MAY
NEGOTIATE A PRIVATE SALE WITH
THE INCOMING TENANT)

OUTSIDE

PRIVATE YARD

Wooden shed

IMC stainless steel electric potato rumbler

Plastic bunded oil tank

Winding hose wheel with hose

Honda GV1000 self-propelled petrol lawn
mower

Cast iron fire grate

Freestanding oil fired boiler

Freestanding Calor propane gas tank

TRADE GARDEN

Wooden hexagonal covered smoking
solution

5 wooden picnic bench style tables

BARN

5ft domestic style chest freezer

2 freestanding empty non-functional
stainless steel fire extinguishers

PUB, CAR PARK ELEVATION

Rectangular sign 'Three Horseshoes Good Food Fine Ales' with section of blackboard. The sign has a black metal over light with bulb present

3 wall mounted metal hanging basket holders

Green wall mounted post box

Black metal sign frame with two halogen light fittings and hinged wooden sign 'The Three Horseshoes Freehouse'

Rectangular picnic bench style table

4 wall mounted metal hanging basket holders

Rectangular sign entitled 'The Three Horseshoes Good Food, Fine Ales, Freehouse' with black metal over light

Wall mounted semi curved metal sign with individual letters in white 'Three Horseshoes'

Rectangular picnic bench style table

2 x 8 seater circular picnic bench style tables

Black painted, metal gate

Freestanding metal flag pole complete with Union Jack

Trades Descriptions Act

The descriptions of the items enumerated in the foregoing Inventory are intended for identification purposes only

No Warranty is given by Sidney Phillips nor can be implied that items included on this inventory are the unencumbered property of the vendor and purchasers must satisfy themselves as to ownership.

Inclusion on this inventory of any item is not necessarily an indication that such item is in serviceable order or working condition.

General Notes

This inventory has been prepared as a record of furnishings, equipment and fixtures at the property.

As the property/business is held on lease, some fixed items - although listed - may be the property of the Landlord/Freeholder. The inventory has not been submitted to the Landlord/Freeholder for approval.

Dispensing and other equipment for beers, wines and spirits not specifically mentioned remains the property of the Brewers or other suppliers in accordance with the usual custom in the licensed trade

EXECUTED as a **DEED** by **SETSGROVE HOLDINGS LIMITED**

acting by a Director in the presence of:

Director – Signature

Director – Print Name

Witness Signature

Witness Name

Witness Address

.....

Occupation

SIGNED as a DEED by the said

) D Budd

DIANE BUDD

)

In the presence of:

)

Witness Signature

K Budd

Witness Name

Jugloop Kndola

Witness Address

do ma An Kaye up
two younging - Elisha way
Tel. 10001 5100000000 TF 3-444

Occupation

sch. HSY