

DATED 20th JULY 2022

**THE MAYOR AND BURGESSES OF
THE LONDON BOROUGH OF LAMBETH**

and

MASHUD KHAN

LEASE

**PART OF THE GROUND FLOOR, PEDLARS ACRE HALL, REAR OF 91 KENNINGTON
LANE, SE11 4HQ**

Lambeth Legal Services
London Borough of Lambeth
PO BOX 733, Winchester,
SO23 5DH
LS/CP/AJ/78039

THIS LEASE is made on the 20th day of July 2022

BETWEEN:-

- (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LAMBETH of Lambeth Town Hall, Brixton Hill, London, SW2 1RW (the "Landlord")
- (2) [REDACTED]

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

DEFINITIONS

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

- 1.1. 'The 1954 Act' means the Landlord and Tenant Act 1954.
- 1.2. 'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995
- 1.3. 'The Building' means the Landlord's building and land known as Pedlars Acre Hall, Rear of 91 Kennington Lane, SE11 4HQ shown edged red on Plan 2.
- 1.4. 'CDM Regulations' means the Construction (Design and Management) Regulations 2015.
- 1.5. 'Common Parts' means those parts of the Building which do not form part of the Property and that is used by or available for use by:
- (a) the Tenant in common with others;
 - (b) the Landlord in connection with the provision of the Services;
 - (b) visitors to the Building; and
 - (c) any Conduits used in common.
- 1.6. 'The Conduits' means the pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues and all other conducting media including any fixings, louvres, cowls, covers and any other ancillary apparatus.

- 1.7. **'Development'** means development as defined by the Town and Country Planning Act 1990 Section 55.
- 1.8. **'Environmental Law'** means all statutes regulations and subordinate legislation European laws treaties and common law that at any time relate to the pollution or protection of the environment or harm to or the protection of human health and safety or the health of animals and plants.
- 1.9. **Environmental Performance** means all or any of the following:
- (a) The consumption of energy and associated generation of greenhouse emissions;
 - (b) The consumption of water;
 - (c) Waste generation and management; and
 - (d) Any environmental impact arising from the use or operation of the Property.
- 1.10. **'Group Company'** means a company that is a member of the same group as the Landlord or (as the case may be) the Tenant within the meaning of the 1954 Act Section 42.
- 1.11. **'Hazardous Materials'** means any substance whether in solid liquid or gaseous form which is capable of causing harm to human health or to the environment whether on its own or in combination with any other substance.
- 1.12. **'The Insurance Rent'** means the gross sums including any commission that the Landlord from time to time pays:-
- 1.12.1. by way of premium for insuring the Property, including insuring for loss of rent, in accordance with his obligations contained in this Lease;
 - 1.12.2. by way of premium for insuring 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 Property; and
 - 1.12.3. for insurance valuations.
- 1.13. **'The Insured Risks'** means fire, lightning, explosion, aircraft (including articles dropped from aircraft) riot, civil commotion, earthquake, storm, tempest, flood, bursting and overflowing of water

pipes tanks and other apparatus and impact by road vehicles and such other risks as the Landlord from time to time in its absolute discretion may think fit to insure against but will not include loss or damage (or the risk of it) caused by reason of the Tenant's act or failure to act.

- 1.14. **'Interest'** means interest payable during the period from the date on which the payment is due to the date of payment, both before and after any judgment, at the Interest Rate then prevailing or, should the base rate referred to in clause 1.15 'The Interest Rate' cease to exist, at another rate of interest closely comparable with the Interest Rate to be determined by the Surveyor acting as an expert and not as an arbitrator.
- 1.15. **'The Interest Rate'** means the rate of 4% a year above the base lending rate of Natwest Bank Plc or such other bank being a member of the British Bankers Association as the Landlord from time to time nominates in writing.
- 1.16. **'Losses'** means all liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 1.17. **'MEES'** means Minimum Energy Efficiency Standards.
- 1.18. **'The Permitted Use'** means the use specified in paragraph 1 of Schedule 3.
- 1.19. **'The Planning Acts'** means the "the planning acts" as defined in the Town and Country Planning Act 1990 Section 336 and the Planning and Compensation Act 1991 and any other legislation relating to town and country planning.
- 1.20. **'The Property'** means Part of the Ground Floor, Pedlars Acre Hall, Rear of 91 Kennington Lane, SE11 4HQ shown edged red on Plan 1.



- 1.22. **'The Rent Commencement Date'** means six months from the date hereof.
- 1.23. **'Service Charge'** means 20% of the annual costs for heating, water and electric for the Building.
- 1.24. **'Services'** means heating, water and electric for the Building.

- 1.25. **'The Surveyor'** means any person or firm from time to time appointed by the Landlord to perform the function of surveyor or managing agent or valuer for any purpose under this Lease. The Surveyor may also be an employee of the Landlord. The expression 'the Surveyor' includes the person or firm appointed by the Landlord to collect the Lease Rents.
- 1.26. **'The Term'** means 3 years from and including the date hereof.
- 1.27. **'Uninsured Risk'** means any risk expressly specified in the Insured Risks definition that:-
- 1.27.1. is not insured against because at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms; or
- 1.27.2. is not at the date of damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers
- but will not include loss or damage (or the risk of it) caused by the Tenant's act or the failure to act.
- 1.28. **'User Covenants'** means the covenants set out in Schedule 3 'The User Covenants'.
- 1.29. **'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.
- 1.30. **'Waste'** means any discarded unwanted or surplus substance irrespective of whether it is capable of being recycled or recovered or has any value
- 1.31. **'Working day'** means any day other than a Saturday, Sunday or a bank or public holiday in England.

INTERPRETATION

1.32. Gender and number

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.33. Headings

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

1.34. Interpretation of 'company'

References in this Lease to a company include a limited liability partnership.

1.35. Prior written consent or approval

1.35.1 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 a prior written approval by or on behalf of the Landlord.

1.35.2 Any provisions in this Lease referring to the consent or approval of the Landlord are to be construed as also requiring the consent or approval of any mortgagee of the Property and any head landlord where that consent is required. Nothing in this Lease is to be construed as imposing any obligation on a mortgagee or head landlord not to refuse any such consent or approval unreasonably.

1.36. Interpretation of 'the Rent'

The Rent' does not include the Insurance Rent or Service Charge, but the term 'the Lease Rents' means the Rent the Insurance Rent and the Service Charge.

1.37. 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 whenever and however it determines.

1.38. 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.

1.39. 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 are deemed to be made by or with the persons comprising that party jointly and severally.

1.40. Obligation 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.

1.41. Interpretation of 'the Property'

The expression 'the Property' includes:-

1.41.1. the whole of any non-structural or non-load bearing walls and columns wholly within the Property;

1.41.2. the inner half, severed vertically, of any non-structural or non-load bearing walls and columns dividing the Property from other parts of the Building;

1.41.3. the non-structural finishes of any structural or load bearing walls or columns wholly within the Property or dividing the Property from other parts of the Building;

1.41.4. the screed or other floor slab forming the upper surface of the structural slab immediately below the Property;

1.41.5. the ceiling finishes forming the lower surface of the structural slab immediately above the Property; and

1.41.6. all alterations, additions and improvements to the Property other than tenant's and trade fixtures.

1.42. excludes:-

1.42.1. the structural walls and columns wholly within the Property or dividing the Property from the rest of the Building;

1.42.2. the foundations of the Building;

1.42.3. all tenant's and trade fixtures;

1.42.4. loadbearing elements;

1.42.5. the roof;

1.42.6. the ceiling and floor slabs; and

1.42.7. any Conduits used in common.

unless the contrary is expressly stated, 'the Property' includes any part or parts of the Property and all non-loadbearing walls dividing the Property from other parts of the Building are to be regarded as party walls.

1.43. References to clauses and Schedules

Any reference in this lease to a clause, paragraph or Schedule without further designation is to be construed as a reference to the clause, paragraph or Schedule of this lease so numbered.

1.44. References to rights of access

References to any right of the Landlord to have access to the Property are to be construed as extending to any head landlord and any mortgagee of the Property and to all persons authorised in writing by the Landlord and any head landlord or mortgagee, including agents, professional advisers, contractors, workmen and others.

1.45. References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute or statutes includes any regulations or orders made under it or them.

1.46. 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 is given by the 1995 Act Section 28(1).

2. DEMISE

- 2.1 The Landlord lets the Property to the Tenant together with the rights specified in Schedule 1 'The Rights Granted' excepting and reserving to the Landlord the rights specified in Schedule 2 'The Rights Reserved', to hold the Property to the Tenant for the Term, subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property including any matters contained or referred to in Schedule 4 'The Title Matters', yielding and paying to the Landlord:-
- 2.2 the Rent, without any deduction or set off whether legal or equitable, by equal monthly payments in advance to be paid from and including the Rent Commencement Date;
- 2.3 by way of further rent the Service Charge payable within fourteen days of demand;
- 2.4 by way of further rent, the Insurance Rent, payable within fourteen days of demand in accordance with clause 5.4 'Payment of the Insurance Rent' by way of further rent, any Interest or VAT payable on the sums due from the Tenant under this Lease.

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 right 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 in the United Kingdom that the Landlord may from time to time nominate.

3.2. Outgoings and VAT

The Tenant must pay, and must indemnify the Landlord against:-

- 3.2.1. all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed upon the Property or on the owner or occupier of it, 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 Property 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. 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. 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. Cost of services consumed

The Tenant must pay to the suppliers, and indemnify the Landlord against, all charges for telecommunications and other services consumed or used at or in relation to the Property, including meter rents and standing charges, and must comply with the lawful requirements and regulations of their respective suppliers.

3.4. Outgoings assessed on the Premises and other property

The Tenant must pay, and must indemnify the Landlord against, the proportion reasonably attributable to the Property to be determined from time to time by the Surveyor, acting as an expert and not as an arbitrator-of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term may be charged, assessed or imposed on the Property and any other premises, including any adjoining property of the Landlord, or on their owners or occupiers.

3.5. 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 14 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.

3.6. 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 to or incidental to:-

- 3.6.1. every application made by the Tenant for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any qualification or condition or the application is withdrawn;
- 3.6.2. the preparation and service of a notice under the Law of Property Act 1925 section 146, or by reason or the contemplation or taking of proceedings under sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;
- 3.6.3. the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and
- 3.6.4. any steps taken in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term to carry out any works of improvement to the Property that would be required by the MEES regulations.

3.7. Repair, cleaning and decoration

3.7.1. Repair of the Property

The Tenant must repair the internal parts of the Property and keep it in good condition and repair:-

- (a) 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 or anyone at the Property expressly or by implication with his authority
- (b) or damage by an Uninsured Risk

The Landlord will maintain the exterior of the Property (including the windows and doors).

3.7.2. Replacement of landlord's fixtures

The Tenant must replace from time to time any landlord's fixtures and fittings in the Property that are beyond repair at any time during or at the end of the Term.

3.7.3. Cleaning and tidying

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

3.7.4. Care of abutting land

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

3.7.5. Decoration

The Tenant must redecorate any shopfront or fascia and the inside of the Property, as often as is necessary in the reasonable opinion of the Surveyor in order to maintain a high standard of decorative finish and attractiveness and to preserve the Property and in the last year of the Term in a good and workmanlike manner, with appropriate materials of good quality, to the reasonable satisfaction of the Surveyor, any change in the tints, colours and patterns of the external decoration to be approved by the Landlord, whose approval may not be unreasonably withheld or delayed.

3.7.6. Windows

The Tenant must clean the internal and external surfaces of all windows and glazed doors forming part of the Property as often as may be necessary and in any event at least once a week in respect of any shopfront or fascia and at least once a month in respect of the rest of the Property.

3.7.7. Shared facilities

Where the use of any of the Conduits or any boundary structures or other things is common to the Property and other property, the Tenant must be responsible for, and indemnify the Landlord against, all sums due from the owner, tenant or occupier of the

Property in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is his responsibility.

3.8. Defective Premises

The Tenant must give notice to the Landlord of any defect in the Property or the Building 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 of 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 from time to time reasonably requires him to display at the Property.

3.9. Obstruction and encroachment

3.9.1. Obstruction of windows

The Tenant must not stop up, darken or obstruct any window or light belonging to the Property.

3.9.2. Encroachments

The Tenant must take all necessary steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired, or if any attempt is made to construct such a thing, encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

3.10. Waste and alterations

3.10.1. Waste, additions and alterations

The Tenant must not commit any waste, make any addition to the Property, unite the Property with any adjoining property, or make any alteration to the Property except as permitted by the provisions of this clause 3.10.

3.10.2. Pre-conditions for alterations

The Tenant must not make any internal alterations to the Property or any alterations to any shopfront or fascia without:

- 3.10.2.1. obtaining and complying with the necessary consents of the competent authorities and paying their charges for them,
- 3.10.2.2. making an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate prepared by an architect who must supervise the work throughout to completion;
- 3.10.2.3. paying the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
- 3.10.2.4. entering into any covenants the Landlord may require as to the execution and reinstatement of the alterations; and
- 3.10.2.5. obtaining the consent of the Landlord, whose consent may not be unreasonably withheld or delayed;
- 3.10.2.6. where the Landlord reasonably so requires, providing 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.

3.10.3. 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 Property, and must make good any part of the Property damaged by their removal

3.10.4. 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, and subject to consent to make the connection having previously been obtained from the competent authority, undertaker or supplier.

3.11. Aerials, signs and advertisements

3.11.1. Masts and wires

The Tenant must not erect any pole, wire or mast on the Property, whether in connection with telecommunications or otherwise.

3.11.2. Prohibited Advertisements

The Tenant may not without the previous written consent of the Landlord place, display, permit or suffer to be in or upon the Property any advertisement or advertisement board or other sign of anything whatever in the nature of an advertisement by display of lights or otherwise except as permitted by clause 3.11.3.

3.11.3. Permitted Signage

The Tenant may place or display sign boards and fascias setting forth the name or trade name of the Tenant and the trade or business carried on upon the Property which, in the opinion of the Landlord, are of a reasonable size and appropriate to such trade or business. Whilst the Landlord is the Mayor and Burgesses of the London Borough of Lambeth, a certificate signed by the Client Site Manager, Valuation Services or other duly authorised officer of the Landlord shall be conclusive as to the Landlord's opinion on such matters.

3.11.4. Removal of unauthorised signage

The Tenant must forthwith upon written demand of the Landlord (or, whilst the Landlord is the Mayor and Burgesses of the London Borough of Lambeth the Client Site Manager, Valuation Services or other duly authorised officer) remove or cause to be removed any advertisement or advertisement board, sign or thing in the nature of an advertisement which may without the Landlord's previous written consent have been placed or displayed or be on the Property.

3.12. Statutory obligations

3.12.1. General provision

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

3.12.2. Works required by statute, department or authority

Without prejudice to the generality of clause 3.12.1, the Tenant must execute all works and provide and maintain all arrangements on or in respect of the Property or the use to which it is being put that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether the requirements are imposed on the owner, the occupier, or any other person.

3.12.3. Acts causing Losses

Without prejudice to the generality of clause 3.12.1, the Tenant must not do in or near the Property anything by reason of which the Landlord may incur any Losses under any statute.

3.12.4. Construction (Design and Management) Regulations

Without prejudice to the generality of clause 3.12.1, the Tenant must comply with the provisions of 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 make 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 CDM Regulations. The provisions of clause 5.7.4 'Fire-Fighting Equipment' are to have effect in any circumstances to which these obligations apply.

3.12.5. 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 Property in accordance with the CDM Regulations.

3.13. Entry to inspect and notice to repair

3.13.1. Entry and notice

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

3.13.1.1. to enter the Property to ascertain whether or not the covenants and conditions of this Lease have been observed and performed;

3.13.1.2. to view the state of repair and condition of the Property, and to open up floors and other parts of the Property where that is necessary in order to do so,

and to give to the Tenant, or notwithstanding clause 8.8 'Notices' leave on the Property, a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations in this Lease as to the repair and condition of the Property.

3.13.2. 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.

3.13.3. Landlord's power in default

If within one 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 two months, or if in the Surveyor's opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Property to execute the outstanding work, and must within 10 Working days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs and surveyor's fees.

3.14. Alienation prohibited

Not to assign, underlet, charge or share possession or occupation of the whole or any part of the Property.

3.15. Nuisance and residential restrictions

3.15.1. Nuisance

The Tenant must not do anything on the Property, or allow anything to remain on it that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring property.

3.15.2. Auctions, trades and immoral purposes

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

3.15.3. Residential use, sleeping and animals

The Tenant must not use the Property as sleeping accommodation or for residential purposes, or keep any animal, bird or reptile on it.

3.16. Planning and development

3.16.1. Compliance with the Planning Acts

The Tenant must not commit any breach of planning control (as defined in the Planning Acts) and must observe and comply with the provisions and requirements of the Planning Acts affecting the Property and its use, and must indemnify the Landlord, and keep him indemnified, both during the Term and following the end of it, against all Losses in respect of any contravention of those Acts.

3.16.2. Consent for applications

The Tenant must not make any application for planning permission.

3.16.3. 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 Property

3.16.4. 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 under the Planning Acts in respect of the carrying out or maintenance of any Development on or at the Property

3.16.5. 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 Property until:

3.16.5.1. all necessary notices under the Planning Acts have been served and copies produced to the Landlord,

3.16.5.2. all necessary permissions under the Planning Acts have been obtained and produced to the Landlord, and

3.16.5.3. the Landlord has acknowledged that every necessary planning permission is acceptable to him, such acknowledgement not to be unreasonably withheld. The Landlord may refuse to acknowledge his 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, be, or be likely to be, prejudicial to the Landlord or his reversionary interest in the Property whether during or following the end of the Term

3.16.6. Completion of development

Unless the Landlord directs otherwise, the Tenant must carry out and complete before the end of the Term:

3.16.6.1. any works stipulated as a condition of any planning permission granted for any Development to be carried out to the Property by a date subsequent to the end of the Term, and

3.16.6.2. any Development in respect of which the Landlord shall or may be or become liable for any charge or levy under the Planning Acts

3.16.7. Security for compliance with conditions

In any case where a planning permission is granted subject to conditions, and if the Landlord reasonably 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

3.16.8. Appeal against refusal or conditions

If reasonably required by the Landlord to do so but at his own cost the Tenant is to appeal against any refusal of planning permission or the imposition of any conditions on a planning permission relating to the Property following an application for planning permission by the Tenant.

3.17. Environmental Law

3.17.1. Compliance with legislation

The Tenant is to comply with all requirements of Environmental Law that affect the Property.

3.17.2. Notices and directions

The Tenant is at its own cost:-

3.17.2.1. to supply the Landlord with copies of all notices directions reports or correspondence concerning any contamination of the Property of any migration or other escape of Hazardous Materials or Waste which may result in proceeding being taken or threatened under Environmental Law; and

3.17.2.2. to take and complete promptly and diligently all actions or precautions required by such notice direction report or correspondence.

3.17.3. Hazardous Materials

Subject to clause 3.17.1 the Tenant it not to do or omit or do anything that would or may cause any Hazardous Materials or Waste to escape leak or be spilled or deposited on the Property discharged from the Property or migrate to or from the Property.

3.18. 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 requires to satisfy himself that the provisions of this Lease have been complied with.

3.19. 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 Property expressly or impliedly with his authority, or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.

3.20. Re-letting boards and viewing

Unless the Tenant is entitled to remain in occupation or to a new tenancy of the Property, at any time during the last 6 months of the Term and at any time thereafter, and whenever the Lease Rents or any part of them are in arrear and unpaid for longer than 28 days the Tenant must permit the Landlord to enter the Property and fix and retain anywhere on it a board advertising it for re-letting. While any such board is on the Property the Tenant must permit viewing of the Property on reasonable notice at reasonable times of the day by persons with the written authority of the Landlord or its agents.

3.21. Yielding up

At the end of the Term the Tenant must:-

- 3.21.1. yield up the Property with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease;
- 3.21.2. give up all keys of the Property to the Landlord;
- 3.21.3. remove tenant's fixtures and fittings if requested to do so by the Landlord;

3.21.4. remove any signs erected by the Tenant or any of his predecessors in title in, on or near the Property, immediately making good any damage caused by their removal;

3.21.5. deliver to the Landlord the original Lease and all other title deeds and documents relating to the Property; and

3.21.6. execute such deed or document as the Landlord may reasonably require in order to cancel any entry or title relating to the Lease at the Land Registry.

3.22. Statutory notices

The Tenant must give full particulars to the Landlord of any notice, direction, order or proposal relating to the Property 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 if so requested by the Landlord must produce it to the Landlord. 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.

3.23. Key-holders

The Tenant must ensure that at all times the Landlord has and the local Police force has written notice of the name, home address and home telephone number of at least two key-holders of the Property.

3.24. 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 any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Property without interruption provided they have the prior written authority of the Landlord or his agents.

3.25. Exercise of the Landlord's rights

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

3.26. **The User Covenants**

The Tenant must comply with the User Covenants in Schedule 3.

4. **LANDLORD'S OBLIGATIONS**

The Landlord covenants with the Tenant (but not so as to bind any particular Landlord after he ceases to hold the reversion to this Lease) to permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

4.1. **Repayment of rent**

4.1.1. the Landlord must refund any rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the end of the Term however it is determined (the End Date); and

4.1.2. Clause 4.1.1 will not apply if the Landlord ends this Lease under clause 6 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

5. **INSURANCE**

5.1. **Warranty as to convictions**

The Tenant warrants that before the completion of this Lease he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant (or any director other officer or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks.

5.2. **Covenant to insure**

The Landlord covenants with the Tenant to insure the Property (other than the glass in any shopfront or fascia) unless the insurance is vitiated by any act of the Tenant or by anyone at the Property expressly or by implication with the Tenant's authority.

5.3. Details of the insurance

5.3.1. Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Landlord from time to time decide.

5.3.2. Insurance cover

Insurance must be effected for the following amounts:-

5.3.2.1. the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Property, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Property, 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

5.3.2.2. 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 reasonably requires for planning and carrying out the rebuilding or reinstatement.

5.3.3. Risks insured

Insurance must be affected 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 Property subject to such excesses, exclusions or limitations as the insurer requires.

5.4. Payment of the Insurance Rent

The Tenant covenants to pay the Insurance Rent for the period commencing on the date hereof and ending on the day before the next policy renewal date on the date of this Lease, and subsequently to pay the Insurance Rent within fourteen days of demand or if so demanded in advance of the policy renewal date.

5.5. Suspension of the Rent

5.5.1. Events giving rise to suspension

If and whenever the Property is damaged or destroyed by one or more of the Insured Risks or an Uninsured Risk so that the Property or any part of it is unfit for occupation or use, and payment of the insurance money is not refused in whole or in part by reason of any act or default of the Tenant or anyone at the Property expressly or by implication with his authority, then the provisions of clause 5.5.2 'Suspending the Rent' are to have effect.

5.5.2. Suspending the Rent

In the circumstances mentioned in clause 5.5.1 '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 Property has been rebuilt or reinstated so as to render the Property fit for occupation and use, or until the end of 3 years from the destruction or damage, whichever period is the shorter and the amount of such proportion and the period during which the Rent shall cease to be payable is to be determined by the Surveyor acting as an expert and not as an arbitrator.

5.6. Reinstatement and termination

5.6.1. Obligation to obtain permissions

If and whenever the Property is damaged or destroyed by one or more of the Insured Risks except one against which insurance may not ordinarily be arranged for properties such as the Property (unless the Landlord has in fact insured against that risk) and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Property expressly or by implication with his authority, the Landlord must use all reasonable endeavours to obtain all the planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the Property.

5.6.2. Obligation to reinstate

Subject to the provisions of clause 5.6.3 'Relief from the Obligation to Reinstall', 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 effected by the Landlord pursuant to this Lease, except sums in respect of loss of the Rent, in rebuilding or reinstating the Property. If there is damage or destruction to the building by an Uninsured Risk that leaves the whole or substantially the whole of the Property unfit for occupation and use or inaccessible and the Landlord notifies the Tenant within 12 months afterwards that the Landlord wishes to reinstate paragraphs 5.5.1 and 5.5.2 will then apply as if the damage or destruction had been caused by an Insured Risk.

5.6.3. Relief from the obligation to reinstate

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

- 5.6.3.1 there is damage or destruction to the Building by an Uninsured Risk that leaves the whole or substantially the whole of the Property unfit for occupation and use or inaccessible;
- 5.6.3.1. the Landlord, despite using all reasonable endeavours, cannot obtain any necessary permission;
- 5.6.3.2. there is some defect or deficiency in the site which means that rebuilding or reinstatement could only be undertaken at a cost that would be unreasonable in the circumstances;
- 5.6.3.3. any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply;
- 5.6.3.4. the Landlord is unable to obtain access to the site to rebuild or reinstate;
- 5.6.3.5. the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out; and
- 5.6.3.6. of the occurrence of any other circumstances beyond the Landlord's control.

5.6.4. Notice to terminate

If at the end of the period of three years starting on the date of the damage or destruction the Property is still not fit for the Tenant's occupation and use, either the Landlord or the

Tenant may by notice served at any time within 6 months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of clause 5.6.5 'Termination following failure to reinstate'

5.6.5. 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.

5.7. Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements contained in this clause 5.7.

5.7.1. Shopfront or fascia

The Tenant must insure any shopfront or fascia and on request to provide the Landlord with a copy of the insurance policy and evidence that the last premium has been paid.

5.7.2. Requirements of insurers

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

5.7.3. 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 Property to become wholly or partly 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.

5.7.4. Fire-fighting equipment

The Tenant must keep the Property supplied with such firefighting and fire alarm equipment as the fire authority requires or the Landlord reasonably requires and must maintain the equipment to the reasonable satisfaction of the insurers and the Surveyor and in efficient working order. At least once in every six months the Tenant must cause

any sprinkler system and other firefighting equipment to be inspected by a competent person.

5.7.5. Combustible materials

The Tenant must not store on the Property or bring onto it anything of a specially combustible, inflammable or explosive nature, and must comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Property.

5.7.6. Fire escapes, equipment and doors

The Tenant must not obstruct the access to any fire equipment or the means of escape from the Property, or lock any fire door while the Property is occupied.

5.7.7. 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 Property, and any event against which the Landlord may have insured under this Lease.

5.7.8. 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, or any director other officer or major shareholder of 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.

5.7.9. Other insurance

If at any time the Tenant is entitled to the benefit of any insurance of the Property 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.

5.7.10. Payment of excess

In the event of any claim being made by the Landlord on any insurance policy maintained under this Lease, the Tenant must pay to the Landlord any excess that the insurers require under the terms of the policy.

5.7.11. Reinstatement on refusal of money through default

If at any time the Property is 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 partly irrecoverable because of any act or default of the Tenant or of anyone at the Property expressly or by implication with his authority, the Tenant must immediately, at the option of the Landlord, either:-

5.7.11.1. rebuild and reinstate the Property 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

5.7.11.2. pay to the Landlord on demand with interest the amount of the insurance money so irrecoverable (in which case the provisions of clauses 5.5 'Suspension of the Rent' and 5.6 'Reinstatement and Termination' are to apply).

5.8. Landlord's further insurance covenants

The Landlord covenants with the Tenant to observe and perform the requirements set out in this clause 5.8 in relation to the insurance policy he has effected pursuant to his obligations contained in this Lease.

5.8.1. Copy policy

The Landlord must produce to the Tenant on demand reasonable evidence of the terms of the policy and the fact that the last premium has been paid but not more than once a year.

5.8.2. Change of risks

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

5.9 Third party and Public liability insurance

The Tenant must effect throughout the Term and keep in force a policy of Insurance with a reputable insurance company to cover all public and employers liability claims arising from exercise by the Tenant of the use and right granted by the Lease.

6. FORFEITURE

If and whenever during the Term:-

- 6.1. the Lease Rents, or any of them or any part of them, or any VAT payable on them, are outstanding for fourteen days after becoming due, whether formally demanded or not, or
- 6.2. the Tenant breaches any covenant or other term of this Lease, or
- 6.4. the Tenant, being an individual, becomes subject to a bankruptcy order or has an interim receiver appointed to his property, or
- 6.5. the Tenant 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 enters into administration or has a receiver appointed over all or any part of its assets, or
- 6.6. the Tenant enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of his creditors,

then the Landlord may at any time re-enter the Property or any part of it 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 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.

7. NO ACQUISITION OF EASEMENTS OR RIGHTS

Unless they are expressly included in the grant of this Lease:-

- (a) does not include any liberties, privileges, easements, rights or advantages over the Building;
and
- (b) excludes any rights arising by the operation of Section 62 of the Law of Property Act 1925 or the rule in *Wheeldon v. Burrows*.

8. MISCELLANEOUS

8.1. Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Property may lawfully be used under the Planning Acts for the Permitted Use.

8.2. Exclusion of third party rights

Nothing in this Lease is intended to confer any benefit on any person who is not a party to it.

8.3. Representations

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or 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.

8.4. Entire Understanding

This Lease embodies the entire understanding of the parties relating to the Property and all matters dealt with by the provisions of this Lease.

8.5. Documents under hand

Subject to clause 1.35 'Prior Consent or Approval' while the Landlord is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord.

8.6. Tenant's property

- 8.6.1. If, after the Tenant has vacated the Property at the end of the Term, any property of his remains in or on the Property and he fails to remove it within 14 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 14 days from the first attempt to make it, then the Landlord may, as the agent of the Tenant, sell that property.
- 8.6.2. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by him in the mistaken belief held in good faith (which is to be presumed unless the contrary is proved) that the property belonged to the Tenant.
- 8.6.3. 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 6 months of the date upon which he vacated the Property.
- 8.6.4. The Tenant must indemnify the Landlord against any damage occasioned to the Property and any Losses caused by or related to the presence of the property in or on the Property.

8.7. Compensation on vacating excluded

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

8.8. Notices

8.8.1. 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:-

8.8.1.1. it is given by hand, sent by registered post or recorded delivery, and

8.8.1.2. it is served:-

8.8.1.3. where the receiving party is a company incorporated within Great Britain, at the registered office;

8.8.1.3.1. where the receiving party is the Tenant and the Tenant is not such a company, at the Property;

8.8.1.3.2. where the receiving party is the Landlord (unless clause 8.8.2 applies) and that party is not such a company, at that party's address shown in this Lease or at any address specified in a notice given by that party to the other parties; and

8.8.1.3.3. Notices will not be properly given if transmitted by e-mail or facsimile.

8.8.2. London Borough of Lambeth

Whilst the Landlord is the Mayor and Burgesses of the London Borough of Lambeth, any notice given by the Landlord shall be signed on behalf of the Landlord by the Landlord's Contract Manager, Valuation & Estates, Borough Solicitor or other duly authorised officer and any notice by the Tenant shall be deemed duly served if sent by recorded delivery and addressed to either the Contract Manager, Valuation & Estates or the Borough Solicitor at Lambeth Town Hall, Brixton Hill, London, SW2 1RW.

8.8.3. Deemed delivery of notices sent 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.

8.8.4. Joint recipients

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

8.9. Exclusion of liability

The Landlord is not to be responsible to the Tenant or to anyone at the Property expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Property.

8.10. Receipt of Rent no waiver

No demand for or receipt or acceptance of any Lease Rents or any payment on account thereof shall operate as a waiver by the Landlord of any right which the Landlord may have to forfeit this Lease by reason of any breach by the Tenant and the Tenant shall not in any proceedings for forfeiture be entitled to rely on any such demand receipt or acceptance as aforesaid as a defence.

8.11. Covenants relating to adjoining property

The Tenant is not to be entitled to the benefit of, or the right to enforce or to prevent the release or modification of, any covenant agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord.

8.12. Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any of adjoining property of the Landlord in connection with the Property and any of that adjoining property, it is to be decided by the Surveyor acting as an expert and not as an arbitrator.

9 EXCLUSION OF THE 1954 ACT

9.1 Exclusions of the 1954 Act Sections 24–28 in relation to the Lease

9.1.1 Notice and declaration

The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:-

9.1.1.1 The Landlord served notice on the Tenant in relation to the tenancy created by this Lease in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003; and

9.1.1.2 The Tenant or a person duly authorised by the Tenant made a [simple/statutory declaration] in a form complying with the requirements of Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

9.1.2 Agreement to exclude

Pursuant to the provisions of the 1954 Act section 38A(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003, the Landlord and the Tenant agree that the provisions of the 1954 Act sections 24–28 inclusive are to be excluded in relation to the tenancy created by this Lease.

10 BREAK CLAUSE

10.1 In this clause the following definitions apply:-

Break Date: A date which is at least six months after service of the Break Notice.

Break Notice: Written notice to terminate this lease specifying the Break Date.

10.2 Either the Landlord or the Tenant may terminate this Lease by serving a Break Notice at any time on the other party.

10.3 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (a) the Tenant has not paid any part of the Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) vacant possession of the whole of the Property is not given; or
- (c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

10.4 Subject to 10.2, following service of a Break Notice this Lease shall terminate on the Break Date.

10.5 Termination of this Lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

10.6 Time is of the essence for the purposes of clause 10.

11. JURISDICTION

- 11.1 The Lease will be governed by the law of England and Wales.
- 11.2 Save for any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the Courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligation.

12. LEGAL EFFECT

This Lease takes effect and binds the parties from and including the date at clause LR1.

IN WITNESS of which the parties have executed this Lease as a deed which is intended to be delivered on the date set out in clause LR1.

EXECUTED AS A DEED BY)
AFFIXING THE COMMON)
SEAL OF THE MAYOR AND)
BURGESSES OF THE)
LONDON BOROUGH OF)
LAMBETH in the presence of:)

Peter Flockhart
Authorised Officer



Authorised Officer

SIGNED AS A DEED BY MASHUD KHAN in the presence of:
Signature

.....
Signature of Witness

Name of Witness:

.....

Address of Witness:

.....

Occupation of Witness:

.....

SCHEDULE 1
THE RIGHTS GRANTED

1. Support

The right of support and protection for the Property from the rest of the Building.

2. Conduits

The right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services to and from the Property through the appropriate Conduits, in common with the Landlord and all other persons having a like right.

3. Fire Escape

The right in case of emergency only to use any fire escape routes from time to time running through the rest of the Building.

4. Access

The right for the Tenant and his employees and visitors (in common with all other persons having the like right) to go, pass and repass at all times during the permitted hours and for all purposes of access to and egress from the Property only over and along the permitted access route in the Building shown hatched yellow on Plan 1.

SCHEDULE 2
THE RIGHTS RESERVED

1. Right of entry to inspect

The right to enter, or in emergency to break into and enter, the Property at any time during the Term at reasonable times and on 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. Adjoining or Neighbouring property

Full right and liberty at any time to build, rebuild, later or raise the height of any building on any adjoining property of the Landlord in such manner as the Landlord thinks fit notwithstanding that doing so obstructs, affects or interferes with the passage of light and air to the Property.

3. Support

The right of support and protection from the Property for the rest of the Building.

4. Conduits

The right to the free and uninterrupted passage and running of all appropriate services and supplies to and from any adjoining property of the Landlord in and through the appropriate Conduits that may at any time be constructed in, on, over or under the Property.

5. Scaffolding

The right temporarily to erect scaffolding for any purpose connected with or related to the Building or any other buildings provided it does not materially adversely restrict the access to or use and enjoyment of the Property.

6. Fire Escape

The right in case of emergency only to use any fire escape routes running through the Property.

7. Right to enter the Property

The right to enter the Property to carry out works of improvement to the Property that would be required by the MEES regulations.

8. Works to the Property by the Landlord

The Tenant, at the request of the Landlord, is to give full access to the Landlord to carry out improvements to the Property at the Landlord's expense but without any demands for compensation in relation to the Tenant and their business save for if the works exceed two months, the Tenant will be entitled to a rent-free period of three months.

SCHEDULE 3
THE USER COVENANTS

1. To use the Property for community purposes and as a community café within Classes E(a), E(b), F1(e), and F2(a), and F2 (b) of the Town and Country Planning (Use Classes) Order 1987, as it applies to England on 1 September 2020.
2. The Tenant can use the Property from and including 08:00 until and including 23:00 from Monday to Sunday. Operation outside of these hours is not permitted without the prior written agreement from the Landlord.
3. Not to use the Property as a club, betting shop, sex shop or amusement arcade or for any public exhibition or show or political meeting.
4. Not to load or unload goods or park vehicles at the Property so as to obstruct the Landlord or owners or occupiers of adjoining property.
5. Not to stand, place, deposit or expose outside any part of the Property any goods, materials, articles or things whatsoever for display or sale or for any other purpose and to clean both sides of all windows and window frames in the Property at least once every month.
6. Not to discharge into any of the Conduits serving the Property any oil, grease, or other deleterious matter or any substance which might be or become a source of danger or injury to the drainage system.
7. Not to install or use in or upon the Property any machinery or apparatus which causes noise or vibration which may be heard or felt in nearby premises or outside the Property or which may cause damage.
8. Not to play or use in the Property any musical instrument, loudspeaker, tape recorder, gramophone, radio or other equipment or apparatus that produces sound that may be heard in nearby premises or outside the Property if the Landlord shall reasonably consider such sounds to be undesirable and shall give notice to the Tenant to that effect.
9. Not to display any flashing lights in the Property that can be seen from outside the Property nor to display any other lighting arrangement that can be seen from outside the Property if the Landlord shall reasonably consider such lighting to be undesirable and shall give written notice to the Tenant to that effect.
10. Not to install or erect any exterior lighting shade or awning at the Property.

11. To enter into a trade agreement for the disposal of refuse from the Property.
12. The Tenant will use their best endeavours (a) to hire residents with the London Borough of Lambeth; (b) commit to the London Living Wage; (c) engage with the community and voluntary sector in supporting events and activities; (d) to comply with all relevant statutory and regulatory legislation in relation to the use and employment of the business including but not limited to equality & diversity, food hygiene, fire health & safety (e) to provide 20 free soup kitchen events per annum (f) provide 6-month reports on how the business is providing social value to locality (g) to dispose of own refuse through a commercial refuse company and disposal should be carried in an environmentally suitable manner (h) to provide access to the Landlord and its contractors at any time but not to Fire Health & Safety, Repairs, Environmental Health services (i) to ensure any form of nuisance to the Building or locality is mitigated and there is a robust process in place in handling these circumstances (j) to support encouraging local community events or activities.
13. The Tenant acknowledges and accepts that the Landlord has a duty under Part 5 Chapter 1 s.26 of the Counter Terrorism and Security Act 2015 and covenants with the Landlord that it shall not use the Property nor permit the Property to be used for any purpose related to terrorism or in any manner that could lead to people drawn into terrorism as defined in s.35 of the said Act.

SCHEDULE 4
THE TITLE MATTERS

The matters contained or referred to in the entries on the title number LN116786 insofar as they relate to the Property.

