

Client: Proplend Security Limited

Report and valuation in respect of
Unit 6 Henmore Trading Estate
Mayfield Road
Ashbourne
Derbyshire
DE6 1AS

Valuation Effective Date: 8th March 2017

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SUMMARY

For ease of reference, a summary of the key aspects of the valuation is set out below. It should be stressed however that these extracts must be read in the full context of the report.

1. **Address:** Unit 6 Henmore Trading Estate, Mayfield Road, Ashbourne Derbyshire DE6 1AS

2. **Description:** The subject premises comprise a semi-detached industrial property of masonry construction surmounted by a pitched sheet roof.

3. **Floor Area:**

Unit 6		101.0m ² / 1,086sq.ft.
Unit 6a		86.7m ² / 934sq.ft.
Unit 6b		120.4m ² / 1,296sq.ft.
Total Gross Internal Area		308.1m² / 3,316sq.ft.
Total Site Area		428.7m² / 0.106acres

4. **Tenure:** Freehold

5. **Purpose of Valuation:** Lending purposes

6. **Effective Valuation Date:** 8th March 2017

7. **Market Value:** **£250,000**
(Two Hundred and Fifty Thousand Pounds)

8. **Market Value (subject to Vacant Possession):** **£215,000**
(Two Hundred and Fifteen Thousand Pounds)

9. Market Rent: **£14,000**
(Fourteen Thousand Pounds) per annum
10. Reinstatement Value: **£220,000**
(Two Hundred and Twenty Thousand Pounds)

HB/NM/HB0290/0266/16-181

8th March 2017

Proplend Security Limited
20-22 Wenlock Road
London
N1 7GU

Dear Sirs

UNIT 6 HENMORE TRADING ESTATE, MAYFIELD ROAD, ASHBOURNE, DERBYSHIRE DE6 1AS

1.0 INTRODUCTION:

- 1.1 Following receipt of your written instructions dated 2nd March 2017 (received 8th March 2017) (copy enclosed at Appendix 1.0), we have carried out the valuation of the above mentioned property. Consequently we now set out below our appraisal report in accordance with the RICS Valuation – Professional Standards.
- 1.2 The property valuation has been undertaken by Stephen M Salloway FRICS, RICS Registered Valuer, acting as an External Valuer. Mr Salloway has experience in dealing with the valuation of similar properties in the region. The premises were inspected on 30th January 2017 at 1pm, with the weather conditions at the time best described as overcast, dry.
- 1.3 The property has been valued on a freehold basis, subject to the existing tenancy agreements as detailed in 7.2.
- 1.4 We have prepared our valuation on the basis set out below with the definitions set by the RICS Valuation – Professional Standards:

Market Value – *“The estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion”*

Market Rent – *“The estimated amount for which a property would be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm’s length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion”*

2.0 LOCATION

- 2.1 Ashbourne is a small market town, situated within the Derbyshire Dales administrative region, lying on the A52 thoroughfare approximately 13 miles to the northwest of the city of Derby and being close to the county border with Staffordshire. The town is close to the Peak District National Park and as such enjoys a large number of tourist visitors, particularly during the traditional tourist months.
- 2.2 More specifically, Henmore Trading Estate is situated on Mayfield Road to the South West of Ashbourne Town Centre. Mayfield Road connects with the Ashbourne bypass, which in turn links with the A52 west bound (Leek, Stoke on Trent); the A515 south bound (connecting with the A50 M1/M6 link road); and the A52 east bound (Derby).
- 2.3 A location plan is enclosed at Appendix 2.0.

3.0 DESCRIPTION

- 3.1 The property is located on Henmore Trading Estate which itself comprises 10 light industrial/workshop units that are either in owner occupation or let to a mixture of local and independent businesses which include Furniture Recycling, a Dance School, as well as Automotive based businesses.
- 3.2 The units on Henmore Trading Estate all share a common access point from Mayfield Road which leads into a central macadam forecourt which the units are broadly planned around. Within this central forecourt and sited parallel to the front elevation of the subject property, there is allocated parking provision for seven vehicles.
- 3.3 The subject property forms part of a pair of semi-detached workshop units of traditional block/brick construction with a pitched steel frame roof and translucent rooflights.
- 3.4 The subject property has been sub-divided into three lettable elements, two of which (Units 6a and 6b) are let to CW Sellors (Gold and Silversmiths) whilst the other (Unit 6), together with the adjacent side yard area, is currently let to a hand carwash operator.
- 3.5 Unit 6 is accessed by way of a roller shutter (2.6 x 2.4m), which is installed to the property's side elevation. At ground floor level, this property comprises a customer waiting area with WC facilities to the front as well as two store areas, one positioned centrally and the other to the rear. The rear ground floor store area provides stairwell access to the first floor which itself comprises of both front and rear storage areas that are separated by a central office.

- 3.6 Unit 6a is also accessed by a roller shutter (2.6 x 2.4m) to the front elevation and provides workshop accommodation with WC facilities. The unit has had a mezzanine floor level installed which occupies the majority of the unit's available ground floor space.
- 3.7 As above, Unit 6b is also accessed by way of an identical roller shutter (2.6 x 2.4m) and accompanying personnel door, installed to the front elevation. When accessed through the personnel door there is an entrance area with WC and shower facilities. Directly behind this entrance area there is a central office leading through to a rear store. To the left of the entrance area there is a doorway through to a full length workshop that occupies the entire left hand side of the unit. This workshop section can either be accessed internally through a doorway to the left of the entrance area, or directly through the unit's roller shutter door.
- 3.8 A set of photographs are enclosed at Appendix 3.0.

4.0 SCHEDULE OF ACCOMMODATION

- 4.1 We have inspected the subject property and in accordance with the RICS Code of Measuring Practice (Sixth Edition) we have calculated the following floor areas:

Unit 6

Ground Floor Workshop	62.3m ² / 670sq.ft.
First Floor	38.7m ² / 416sq.ft.
Total	101.0m² / 1,086sq.ft.

Land	38.7m ² / 416sq.ft.
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Unit 6a

Ground Floor Workshop	54.7m ² / 589sq.ft.
Mezzanine	32.0m ² / 345sq.ft.
Total	86.7m² / 934sq.ft.

Unit 6b

Ground Floor Workshop	120.4m ² / 1,296sq.ft.
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Total Gross Internal Area	308.1m² / 3,316sq.ft.
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- 4.2 The subject premises occupy a total site area of approximately 428.7m² / 0.106 acres which equates to a site density of approximately 55%.

4.3 We understand from our discussions with the Lender's Client that they propose to convert part of the subject property to residential use but at the date of our inspection 100% of the property is used for commercial purposes.

5.0 CONSTRUCTION/CONDITION

5.1 We would estimate that the subject property was constructed in the 1970's and forms part of a pair of semi-detached light industrial/workshop units. The subject building is of traditional block/brick construction with uPVC double glazed windows, tracked roller shutter doors with accompanying personnel door and a steel framed roof which incorporates roof lights and fluorescent lighting.

5.2 Internally, and to the ground floor, Unit 6 benefits from vinyl floor coverings, painted plaster walls and ceilings with spot light fittings installed except for the rear store area which has a concrete floor, unpainted plaster walls and ceilings with the appropriate wiring in situ but no light fittings currently installed. The first floor accommodation is undergoing a schedule of works but comprises boarded flooring with wood effect laminate covering the office area and a combination of painted and unpainted plaster walls and ceilings with inset spot lighting.

5.3 The internal specification of Unit 6a and 6b is generally comparable, with both benefiting from their own 2.6 x 2.4m vehicular loading doors (Unit 6b also has an accompanying personnel door) providing access to rectangular shaped workshops which benefit from concrete flooring, painted blockwork walls, and strip light fittings. The office and store areas of Unit 6b differ from the general specification as they benefit from carpet floor coverings, painted plaster walls and ceilings, and a combination of strip and spot light fittings.

5.4 Externally, there is a shared yard to the front of the subject property that serves the units on the trading estate and is finished in macadam. The subject property's parking provisions are de-lined with thermoplastic lining within this area and run parallel to the property's front elevation. The side yard area is adjacent to Unit 6's roller shutter door on the side elevation and is currently utilised for the operation of the hand carwash.

5.5 During our inspection we did not note any significant defects or wants of repair, and given an ongoing commitment to future maintenance, we estimate that the economic life of the building is likely to exceed 25 years.

5.6 We are in receipt of the Energy Performance Certificate (EPC) dated December 2012 in respect of Unit 6b and duly note its operational rating of E120.

We have been unable to trace the Energy Performance Certificates (EPC) in respect of Unit 6 and Unit 6a and we would suggest that it is prudent to ascertain the precise energy rating of the property, given that there are suggestions that buildings by 2018 with an operational rating below an E will be prohibited from being either let or sold until the rating is improved to be equal or better than an E.

6.0 SERVICES

6.1 We are informed that mains electricity, water and drainage are connected to the property.

7.0 TENURE

7.1 We have not had sight of copies of title deeds and for the purposes of our valuation we have assumed that the interest to be valued is freehold and free from any encumbrances or restrictions of an unusual or onerous nature.

7.2 The subject property is currently fully occupied with its three constituent elements let by two tenants. The details of the existing tenancy agreements are detailed below –

- Unit 6 and Side Yard Area (Hand Car Wash) – Let to Robertas Stunzenas and Ignas Cerkaustas for a period of 10 years from 1st May 2016 and ending on, and including 30th April 2026 at a rent of £18,000 + VAT paid monthly in advance in equal instalments. The lease agreement provides for upward only rent reviews on both the 4th and 8th anniversary of the term. There is a Landlord option to break from the lease at any time subject to 6 months' notice (this right is personal to the Original Landlord). There is a Tenant option to terminate the lease subject to 6 months' notice that is exercisable only if the Landlord serves notice in writing that they intend to build over the property. For the Landlord to build over the property 9 months' notice must be given to the Tenant before any such building over works can commence.
- Units 6a and 6b Henmore Trading Estate – Let to CW Sellors (Gold and Silversmiths) Limited for a period of 5 years from 1st February 2015 and ending on, and including 31st January 2020 at a rent of £8,500 + VAT paid monthly in advance in equal instalments. There is a Landlord option to break from the lease at any time subject to 6 months' notice (this right is personal to the Original Landlord). There is a Tenant option to terminate the lease subject to 6 months' notice that is exercisable only if the Landlord serves notice in writing that they intend to build over the property. For the Landlord to build over the

property 9 months' notice must be given to the Tenant before any such building over works can commence.

7.3 Copies of the above tenancy agreements are enclosed at Appendix 4.0.

7.4 We understand that the site is held by way of a management company with each freeholder on the site owning a percentage stake in the management company.

8.0 RATING

8.1 The premises are listed on the Valuation Office website as having the following Rateable Values:

- Unit 6 (Car Wash), Henmore Trading Estate, Ashbourne, Derbyshire DE6 1AS: £4,900 with effect from April 2010 (Draft 2017 Rateable Value: £5,300).
- Unit 6a, Henmore Trading Estate, Ashbourne, Derbyshire DE6 1AS: £3,200 with effect from April 2010 (Draft 2017 Rateable Value: £3,650).
- Unit 6b, Henmore Trading Estate, Ashbourne, Derbyshire DE6 1AS: £6,300 with effect from April 2010 (Draft 2017 Rateable Value: £7,100).

8.2 The Uniform Business Rate (UBR) for 2016/17 multiplier for large businesses is 49.7p with small businesses at 48.4p.

9.0 PLANNING/HIGHWAYS/STATUTORY MATTERS

9.1 The property resides in the Derbyshire Dales District to which the Local Plan was adopted in November 2005. Under the new planning system introduced by the Government this Local Plan will be replaced by the Local Development Framework (LDF).

9.2 In terms of Planning Applications relating to the subject property we are aware of the following:

09/00164/FUL - Erection of canopy over wash bay | Unit 6 Henmore Brook Industrial Estate Mayfield Road Ashbourne Derbyshire DE6 1AS. This application was permitted with conditions April 2009.

08/00224/FUL - Change of use of premises to Use Class B2 (General Industry)/B8 (Storage and Distribution) and use of land for car washing | Unit 6 Henmore Brook Industrial Estate Mayfield Road Ashbourne Derbyshire DE6 1AS. This application was permitted with conditions May 2008.

9.3 Copies of the above planning applications are enclosed at Appendix 5.0.

9.4 In terms of Planning Applications within the subject property's immediate vicinity we are aware of the following:

14/00074/OUT | Residential development (367 dwellings), employment site, commercial and community facilities, link road, access and landscaping (outline) | Ashbourne Airfield Ashbourne Derbyshire. This outline application was received February 2014.

In October 2014 the above Planning Permission was granted to expand the Airfield Industrial Estate with some 40 hectares of land being approved for a mixed use development scheme. The site, which is located within the subject property's locality, will provide 8 hectares of new employment land together with some 40 acres allocated to provide 367 dwellings together with the associated infrastructure. The development of this site will introduce a number of industrial units that are to be of a similar size to the subject. We would suggest that, in the longer term, the introduction of these directly competing units to the local market will have the effect of suppressing the subject property's freehold and leasehold values due to the increased availability of similar competing units.

9.5 Other than the above, we are not aware of any schemes pending of a planning or highways nature which are scheduled to pass close to the property, and for the purposes of our valuation we have assumed that the property is not materially affected by any such schemes.

Furthermore, we have also assumed that the existing use of the premises is authorised, licenced and that the highway adjacent to the subject trading estate is adopted and maintainable at public expense.

9.6 Disability discrimination legislation came into force in 2004 and places a duty of care upon employers to make reasonable changes within the work place to enable disabled access to the property and allow disabled persons to carry out their job. These changes may extend to carry out physical changes to the property. Therefore, building occupiers should be mindful of the potential liability for work to comply with legislation especially when properties are used for the provision of goods or services to the public. Whilst we are not experts within this field we have assumed that the property is fully compliant and that any necessary works outstanding will not have a material impact on our valuation.

- 9.7 Confirmation should be sought from the conveyance that an asbestos inspection report has been obtained and that any management plan has been implemented.
- 9.8 In compliance with the Regulatory Reform (Fire Precautions) Order 2005 all commercial property owners/occupiers are now under obligation to carry out and keep under review a risk assessment of their property.

We have not been provided with a copy of the risk assessments; therefore we have assumed that all the necessary measures are in place and no additional cost will be accrued in complying with these measures.

10.0 ENVIRONMENTAL CONSIDERATIONS

- 10.1 We are not specialists in the field of environmental assessment and we are therefore unable to give any warranty as to the potential for the inclusion of this property in any future register of contaminated land or special sites.
- 10.2 We would suggest that the current use of part of the subject property as a Car Wash has the potential to give rise to ground contamination if the cleaning products and associated chemicals utilised by the Tenant as part of their operation are not appropriately stored, suitably drained or adequately disposed of. We would suggest that further investigation may be required to ascertain the impact, if any, that the use of such products and chemicals may cause to the surrounding ground areas.

Other than the above we did not note any other uses occurring either on the subject property or adjacent sites during the course of our inspection which would obviously give rise to ground contamination.

- 10.3 At the date of our inspection the subject property is located in an area that the Environmental Agency deems to have a very low risk of flooding. However, we note that the adjacent land to the rear of the subject is at a lower ground level and is noted to have a high risk of flooding, a factor that is attributable to the close proximity to Henmore Brook, which runs behind the subject trading estate. We have considered the potential impact of the above when concluding our opinion of Market Value.
- 10.4 From our consultations of the UK Coal Map it is evident that the subject property is not located within a Coal Referral Area.
- 10.5 Radon is a natural occurring radioactive gas, which enters buildings from the ground and where exposed to high concentration levels can lead to increased health issues in humans.

Public Health England (PHE) states that radon levels should be reduced in dwellings where the annual average is at or above 200 Becquerel's per cubic metre (200 Bq m⁻³). This level is termed the Action Level.

As per the UK Radon Map the subject property lies within an area where between 1-3% of homes are above the required action level for Radon.

- 10.6 Invasive species such as Japanese Knotweed were not visible from our cursory inspection and neither have we been advised of their current or previous existence, nor are we qualified to assess their presence.

11.0 MARKET ACTIVITY

- 11.1 The valuation of many assets, including property, in the current market is unusually challenging due mainly to a reduction in the number of comparable property transactions in what is a rapidly changing macroeconomic climate.
- 11.2 Notwithstanding the very significant fall in the volume of transactions, with similar falls in the availability of banking finance, the market is still functioning, albeit at far lower volumes of transactions than hitherto. Nevertheless, we consider that we are still able to make a judgement regarding value albeit that we must point out that this judgement is provided in conditions of uncertainty for the reason stated above.
- 11.3 At the level of value currently reported and at the effective valuation date we consider the property to be marketable, and do not foresee any substantial difficulties in realising the asset, albeit an extended marketing period may prove necessary. However, we should stress that our opinion of value assumes that the property would be fully exposed to the open market for an appropriate period of time in which to attract a purchaser. Should the Bank ultimately require to realise the asset and achieve a quick sale without the benefit of such a full marketing period, a disposal to an investor/speculator may prove to be necessary. Such purchasers typically seek to buy properties at a discount from their established market value in the hope of onward sale at a profit, or a letting at premium to the usual market yield. Consequently the price achievable under such conditions (previously referred to as a 'forced sale') may well be lower than the value reported herein.
- 11.4 In terms of future trends in value, the property market may be influenced by many external factors on local, national and international levels, and it is beyond the scope of the valuer's expertise to predict the likelihood of the occurrence of such external factors. The current level of uncertainty that exists in the market (as referred to above) also makes prediction of future trends in value more difficult.

- 11.5 Nevertheless, we are unaware of any impending local developments or events that would be likely to cause a significant increase in the supply of competing property. We would anticipate a general trend of growth in value in the longer term, albeit that this trend in growth will probably not occur in a consistent manner, and there may be short-term decreases in value at certain stages over the life of any loan.

12.0 VALUATION COMMENTARY

- 12.1 The investment market is presently demonstrating some resilience to the recent emergence of liquidity problems in the banking sector, which has had the effect of increasing the price of credit. However there remains a good level of demand for commercial investment property, particularly well let investments that are underpinned by a relatively high bricks and mortar value.

- 12.2 In terms of an investment, clearly the combined rent roll of £26,500 per annum is predominantly attributed to the car wash element (Unit 6) which is let for £18,000 per annum and provides 10 years term certain which, on the face of matters would be considered to be a desirable investment. However, we would argue that this rental figure is inflated and that the Tenant is in essence paying a premium rent for the type and size of space that they are occupying. Therefore we would suggest that the attractiveness of the occupational use, together with the negative market perception surrounding this and the lack of a guarantor/surety, would ultimately impact on the property's investment value with the hypothetical investor taking into consideration this risk.

With regards to the elements of the property let for industrial/storage use (Units 6a and 6b), this is more conventional space and is let to a relatively reputable local business on more conventional lease terms. We have compared the level of rent passing against our own opinion of Market Rent and have consequently concluded that this is broadly let in line with that of the open market rent.

- 12.3 In arriving at our valuation, subject to the existing tenancies as detailed in 7.2, we have capitalised the passing rentals at appropriate investment yields which we believe best reflect the terms of tenancies, strength of covenants, and the property's inherent qualities. We have then adjusted these figures to take into consideration purchasers' costs at the usual rate.

More specifically, we have capitalised the current rent received for Unit 6 (£18,000 per annum) by 12% to arrive at its Market Value of £150,000 and then capitalised the current rent received for Units 6a & 6b (£8,500 per annum) by 8.5% to arrive at a Market Value of

£105,000. We have then combined these Market Values before deducting purchaser's costs to arrive at our Market Value of **£250,000**.

- 12.4 As part of our valuation process we have given consideration to the current level of rental income receivable from the property and whether this is consistent with general market levels.

We would suggest that due to the quality and size of the subject property a hypothetical tenant would be prepared to pay a premium rent, further enhanced due to the relative under supply of new industrial units of this size within the local area.

In calculating our opinion of market rent for the subject we have applied a leasehold rate of **£5.00sq.ft.** to the ground floor workshop and office space, **£2.50sq.ft.** to the first floor and **£1.00sq.ft.** to the mezzanine area to arrive at our Market Rent for the subject property in its entirety of **£14,000 per annum**.

In terms of the freehold value subject to Vacant Possession and based on transactional data, we have applied a rate of **£73.90sq.ft.** to the subject property's ground floor accommodation and have assumed that the first floor and mezzanine areas would command a rate that is half of the ground floor due to the nature of its construction, restricted access and lower floor loading capacity. Once we have applied the above rates, rounded and then deducted purchaser's costs at the usual rate, we arrive at our Market Value of **£215,000**. Clearly there is no direct correlation when considering our opinion of market rental and market value when adopting an investment approach.

We would suggest that due to the size of the property, purchasers are prepared to pay a quantum which is further enhanced due to the relative under supply of units of this size.

- 12.5 When calculating our opinion of market rent and market value we have adopted the comparable approach, therefore in terms of benchmarking we are aware of the following transactions:

YIELDS

- **Units 8, 9 & 10 Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire DE1 6AS** was sold as an investment in January 2015 for £315,000. At the time of the sale the property was let to Encore Reuse for £27,300 per annum which reflects a NIY of **8.27%**. We would suggest that this sale is comparable as this property is of similar specification and construction, located on the same Trading Estate and let on similar terms to a Tenant of similar covenant strength to that of the subject.

- **Unit 3 Waterloo Court, Chesterfield S44 5HN** was sold as an investment in January 2015 for £290,000. The property is let to Three Nations Ltd at a passing rent of £24,000 per annum. When devalued, this sale reflects a NIY of **8.03%**. Although this property is more modern than the subject and located within what is an arguably more established industrial location, the lease terms and covenant strength are very similar to that of the tenancy in place of the subject's workshop element.
- **Unit 5 & 6 Verulam Court, Astonfields, Stafford ST16 3DT** was sold as an investment in May 2013 for £156,500. The property is let to Messrs Majer t/a E M J Motor Services at a rent of £14,000 per annum. This sale therefore reflects a NIY of **8.7%**. This sale is comparable to the subject because, although the transaction is slightly dated, the lease terms and covenant strength of the tenant in occupation are in line with that of the subject.
- **St George's Court, Alfreton Road, Derby DE21 4AP** was sold as an investment for £272,500 in January 2013. At the time of sale the property was let to Outdoor Power Tools Limited on full repairing and insuring terms by way of a 5 year lease from September 2009 at a rent of £25,000 per annum. When devalued, this sale reflects a yield of **9.17%**.
- **Plot 2 Crompton Road Industrial Estate, Ilkeston, Derbyshire DE7 4BG** was purchased as an investment in May 2014 for £400,000. The property comprises a detached 1980's industrial unit with offices extending to 11,115sq.ft. and situated on a self-contained site of approximately 0.56 acres. The property is let to Dales Fabrications Limited by way of a 10 year FRI lease with effect from May 2010. The current passing rent is £40,000 per annum which, based on the achieved sale reflects an investment yield of **9.54%** when deducting standard purchaser's costs.

LEASEHOLD

- **Units 8, 9 & 10 Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire DE1 6AS** is a unit let for a period of 3 years from March 2012 at a rent of £27,300 per annum exclusive. The property provides industrial accommodation that is of a similar construction and specification to the subject. Based upon this property's size of 5,411sq.ft., this letting devalues to a leasehold rate of **£5.05sq.ft.** We would suggest that although this letting is slightly dated, it provides comparable leasehold evidence as this property is located on the subject trading estate and provides workshop accommodation that is of a similar construction and specification to that of the subject premises.

- **Workshop 3 Intakes Lane, Turnditch, Belper DE56 2LU** was let on a three year lease from September 2016 at an annual rent of £10,000 per annum. The property provides 2,178sq.ft. of modern industrial accommodation that is located within what is a predominantly agricultural area. The achieved rental equates to a leasehold rate of **£4.59sq.ft.** We would suggest that this letting achieved a lower than subject leasehold rate because, although of a more modern construction and benefitting from its own secure yard, this property has limited accessibility and could be described as isolated due to its rural location.
- **Unit 21 Sawley Park, Nottingham Road, Derby** is a new build industrial unit sited on a small development. This property comprises a 2,325sq.ft. unit and was let in November 2014 to Supply UK by way of a five year lease at an initial £11,000 per annum rising to £16,500 per annum in years 2-5. Whilst this is not comparable in terms of location it provides an indication as to the appetite for space of a similar proportion and an indication as to the level of rental the more modern/new build units are able to achieve. Based on the gross internal area and assuming an average rental of approximately £15,400 this suggest a rate of **£6.62sq.ft.**
- **Bowbridge Filling Station, Ashbourne Road, Mackworth, Derby DE22 4ND** is a former petrol station site that was let on a tenancy at will to a private individual in November 2015 at a rent of £15,000pa. The property is used as a hand car wash and provides both exposed and under canopy land that totals approximately 1,296m²/0.32acres together with a unit of 45.9m²/494sq.ft. This property is located on a main arterial route and benefits from a significantly larger external area than that of the subject. We have included this comparable to support our opinion that the current rent received from the Hand Car wash element of the subject property is a premium rent. Whilst this type of use can command a premium and locational factors will have an effect, the subject property is limited by the fact that it is considerably smaller than the above and located in what we would consider to be a less prominent roadside location at a higher level of rent.

FREEHOLD

- **Unit 3 Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire DE1 6AS** was sold in August 2014 for £92,500. The property provides industrial accommodation that is similar to the subject. Based upon this property's size of 1,296sq.ft., this sale devalues to a freehold rate of **£71.37sq.ft.** We would suggest that although this sale is dated, with the transaction occurring in a slightly subdued market, it provides comparable freehold evidence as this property is located on the subject trading estate and provides workshop

accommodation that is of a similar construction and specification to that of the subject premises, albeit slightly smaller in size.

- **Unit 7 Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire DE1 6AS** was sold in August 2015 for £102,500. The property provides industrial accommodation that is physically adjoined to the subject. Based upon this property's size of 1,387sq.ft. this sale devalues to a freehold rate of **£73.90sq.ft.** We would suggest that this sale provides directly comparable freehold evidence as it offers workshop accommodation that is of near identical construction and specification to that of the subject premises.
- **Unit 3 Rutland Court, Manners Avenue, Ilkeston DE7 8EF** was sold in April 2016 for £215,000. Although not located within the subject's immediate locality, this property is comparable to the subject as it offers industrial accommodation that is of similar specification and size (2,999sq.ft.), and is located on a comparable albeit more established trading estate location elsewhere within the county. When devalued, this sale equates to a freehold rate of **£71.67sq.ft.**

12.6 In terms of Market Value, we have assumed a marketing period of 12 months.

13.0 VALUATION

Purpose:

Lending purposes

Effective Date:

8th March 2017

Basis 1:

Market Value subject to the existing tenancy agreements.

Valuation:

£ 250,000 (Two Hundred and Fifty Thousand Pounds)

Basis 2:

Market Value subject to Vacant Possession.

Valuation:

£ 215,000 (Two Hundred and Fifteen Thousand Pounds)

Basis 3:

Market Rent, assuming a new letting on full repairing and insuring lease terms for a minimum period of three years.

Valuation:

£ 14,000 (Fourteen Thousand Pounds) per annum exclusive

Basis 4:

Reinstatement Value.

Valuation:

£ 220,000 (Two Hundred and Twenty Thousand Pounds)

14.0 DISCLOSURE

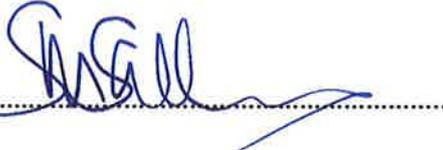
14.1 This valuation and report has been prepared on the basis that all information and facts, which may affect the valuation, have been disclosed to us by the parties concerned and no liability or responsibility can be accepted, unless full disclosure has been made.

15.0 HOPE/MARRIAGE VALUE

15.1 Having considered the matter we do not believe that there is any significant hope or marriage value attached to the property now nor likely to arise in the foreseeable future.

16.0 SUITABILITY FOR SECURITY

16.1 At the levels of value reported we consider that the property is suitable for Bank security. As previously stated should realisation become necessary we do not envisage any substantial difficulties.

Signed.....

Stephen M Salloway FRICS
RICS Registered Value

8th March 2017

Memorandum

Relating to the property valuation

1. We have not inspected the Title Deeds in respect of the property and have relied upon the verbal information given to us in respect of tenure, boundaries and the absence of onerous and restrictive covenants.

2. Unless otherwise specified, all items normally associated with the valuation of land and buildings are included in our valuation(s), including:-

Fixed space heating, domestic hot water systems, lighting and mains services supplying these, sprinkler systems and associated equipment, water, electricity, gas and steam circuits not serving industrial or commercial processes, sub-station buildings, lifts and permanent structures including crane rails where forming an integral part of the building structure, fixed demountable partitions, suspended ceilings, carpets, drains, sewers and sewerage plants not primarily concerned with treating trade effluent, air conditioning except where part of a computer installation or primarily serving plant and machinery

Unless otherwise specified, the following are excluded:-

All items of process plant and machinery, tooling and other equipment not primarily serving the building, cranes, hoists, conveyors, elevators, structures which were ancillary to, or forming part of an item of process plant and machinery, sewerage plant primarily concerned with trade effluent, air conditioning where part of a computer installation or primarily serving plant and machinery, and water, electricity, gas, steam and compressed air suppliers and circuits serving industrial and commercial processes.

Unless otherwise specified, no allowance is made for the cost of repairing any damage caused by the removal from the premises of items of plant, machinery, fixtures and fittings.

3. Unless otherwise stated, we have not inspected the lease[s], if any, but we understand the letting details where applicable are as contained in our Report. Should any of this information set out in our Report be incorrect, then our valuation may require amendment.

4. We have not carried out anything in the nature of a structural survey and we cannot therefore certify that any of the buildings are free from structural defects. We have not arranged for any investigation to be carried out to determine whether or not any deleterious or hazardous material has been used in the construction of this property, or has since been incorporated, and we are therefore unable to report that the property is free from risk in this

respect. For the purpose of this valuation we have assumed that such investigations would not disclose the presence of any such material to any significant extent.

5. We have not made allowance or taken into account any potential taxation liability under Capital Gains Tax or other taxes in existence or proposed, except in so far as they might influence general levels of value.
6. Unless specifically requested local searches have not been undertaken. Where considered necessary, verbal enquiries have been made in respect of planning, highways and rating assessments. We understand the position to be as contained in our Report and Valuation and unless specifically referred to, it is assumed that buildings are constructed in accordance with valid Town Planning Consents and Building Regulation Approvals and that there are no onerous restrictions or proposals which may adversely affect the use of the property.
7. Within the terms of our instructions, we have not applied any tests to any services or drainage installations and we are unable to report, therefore upon their adequacy or condition.
8. We are not qualified to assess the health or condition of any trees, bushes, shrubs or other forms of vegetation present within – or near to – the boundaries of the property. As such we are unable to take account of any impact upon the value of the property as a consequence of the health or condition of any such forms of vegetation.
9. Unless otherwise specified, mining, geological and soil investigation reports are not undertaken or inspected. We are therefore unable to certify that any land is capable of development or redevelopment at reasonable cost.
10. Any plans supplied are for identification purposes only, unless otherwise stated. The reproduction of Ordnance Survey sheets has been sanctioned by the Controller of Her Majesty's Stationery office, Crown Copyright Reserved.
11. Unless otherwise specified, all dimensions and areas are taken from inspection but are nevertheless approximate. Areas quoted are calculated in accordance with the Code of Measuring Practice, published by the RICS and the basis of measurement is specified.
12. Capital and rental values are stated on a basis exclusive of any VAT liability. It is accordingly assumed for purposes of valuation that a purchaser provides fully taxable supplies and is able to reclaim Value Added Tax in full.
13. In the case of multiple valuations, the value of each individual property is used to arrive at a total value. It is envisaged that properties would be marketed singularly or in groups over an

appropriate period of time. If all the properties were to be sold as a single lot, the realisation would not necessarily reach the total of the valuation.

14. Market Value is the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.
15. Market Rent is the estimated amount for which a property, or space within a property, should lease (let) on the date of valuation between a willing lessor and a willing lessee on appropriate lease terms in an arm's-length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion.
16. The Reinstatement Value for fire insurance purposes is our opinion of the current replacement cost of the building in its present form, including costs of clearance and professional fees but excluding VAT [except on fees], loss of rent and/or cost of alternative accommodation for the reinstatement period.

Our reinstatement value is given solely as a guide, as a formal estimate for insurance purposes can only be given by a Quantity Surveyor or other person with sufficient current experience of replacement costs.

17. The Report and Valuation is confidential to you for the specific purpose to which it refers and it may not be disclosed to any other person without the written approval of Salloway and neither the whole nor any part of the valuation may be included in any published document, circular or statement or published in any way without Salloway's written approval of the form or context in which it may appear.

Reports should be considered in their entirety and should only be used within the context of the instructions under which they are prepared.

18. We must emphasise that no liability or responsibility to third parties can be accepted in connection with our Valuation.

APPENDIX 1.0

Written Instructions

Proplend Security Limited
20-22 Wenlock Road
London
N1 7GU

Our Ref: Ashbourne – Henmore Trading Estate

02 March 2017

Salloway Property Consultants
1 New Park Place
Pride Park
Derby
DE24 8DZ

Dear Sirs,

Please accept this letter as our formal instruction to your firm to carry out a valuation, for mortgage purposes, on the addresses indicated below upon which we, Proplend Security Limited shall rely. The valuation may be shown to any third parties in connection with the financing of the property albeit it cannot be relied on by those parties directly. **Please advise us immediately if you are unable to give prompt attention to this matter.**

BORROWER: Henmore Trading Limited
PROPERTIES: Unit 6 Henmore Trading Estate, Mayfield Road, Ashbourne, DE6 1AS
TENURE: Freehold
USE: Mixed
TENANCIES: 2
ACCESS: TBC

Instruction

The report should be addressed to Proplend Security Limited which must clearly state that it can be relied upon for lending purposes by the parties named herein. Please ensure that the report accords with the current RICS Appraisal and Valuation Manual.

Please indicate in your report if the valuer or your firm have had any previous involvement with the property forming the subject of the valuation. If so, please indicate the nature and extent of that involvement and confirm specifically that you consider there is no conflict of interest on the part of the valuer or your firm.

The report must be signed by a partner or director of the firm who is a member of the Royal Institute of Chartered Surveyors.

Whilst your report will be addressed to Proplend Security Ltd, it will need to be viewed by its Lending members on the understanding that only Proplend Security Ltd may rely on the report for mortgage purposes. Can you please confirm within your report that this is understood and accepted?

Valuation and Report

The Market Valuation referred to below should be based on current values and should reflect market conditions prevailing at the date of the report, and changes in market conditions that you are able to predict, and should include:

1. The Market Valuation for loan security purposes of the Property in its current condition at the date of your inspection, subject to any current tenancies in place and sold as a going concern. Please indicate the period of marketing you have assumed in arriving at your valuation.
2. A valuation of the Property on the assumption of Vacant Possession.
3. Please provide comparable evidence to support your assumptions on values.
4. Please provide an estimated rental value for the Subject Property.
5. Please provide an estimated reinstatement cost of the buildings for insurance purposes.
6. Please provide a full description of the Property to include its accommodation, its size, its construction, location and general state of repair. These details should be supported with photos of the Properties. Whilst you are not instructed to carry out a structural survey on each Property, please comment of any noticeable defects that might warrant further investigation and which might affect the marketability of the Property.
7. Please certify that the Property is acceptable for secured lending purposes.

Report on Title

A copy of the solicitors Report on Title will be sent to you so that you can cross check your assumptions with the facts contained within the said report and comment on specific items which may affect your valuation.

Fees

You have quoted and the Borrower has agreed to pay a fee of £250+ VAT for this undertaking. Whilst a receipted invoice for this service should be supplied with your report, and addressed to this company, we ask that you seek settlement of your fee from the proposed Borrowers whose contact details are supplied above. Proplend Security Limited cannot accept any responsibility for non-payment of your fees in this regard.

Please contact Richard Berkley on 07768 512079 if you have any queries regarding this instruction. Please send a copy of your report by email in the first instance to admin@proplendsecurity.com with hard copy to H1 Ascot Business Park, Lyndhurst Road, Ascot SL5 9FE.

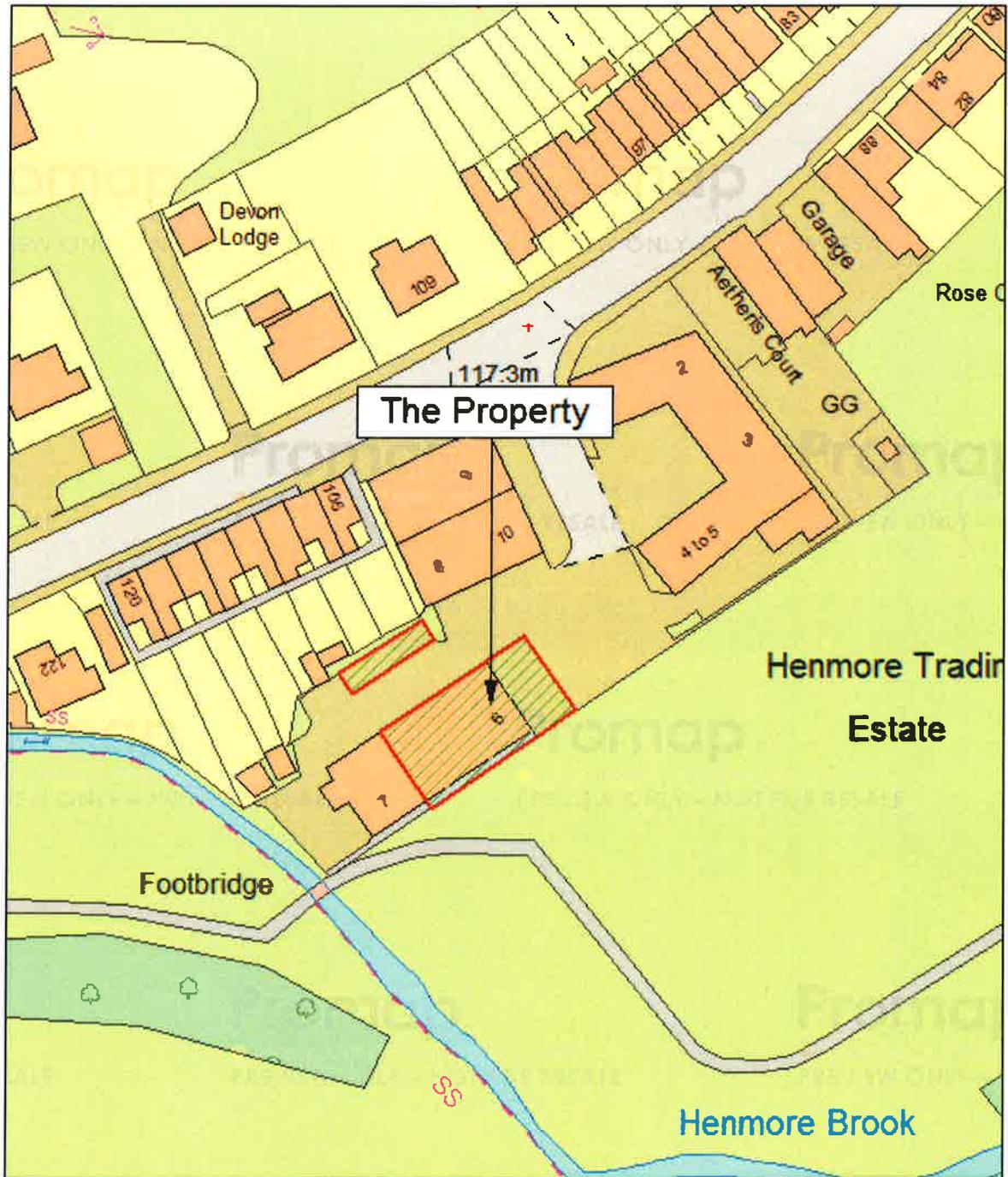
Yours faithfully,

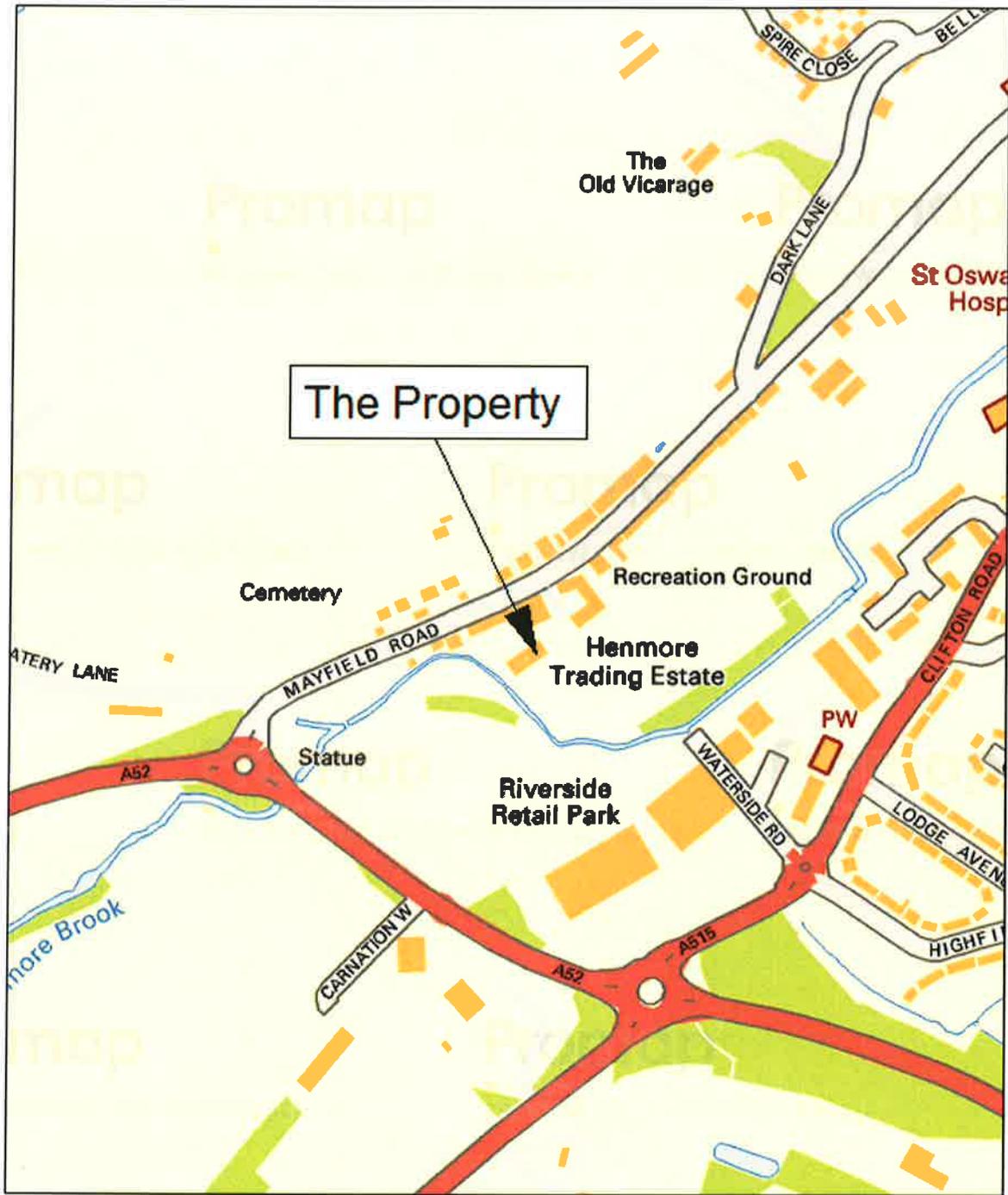


Brian Bartaby
Proplend Security Limited
Director

APPENDIX 2.0

Location Plan





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APPENDIX 3.0

Photographs

Unit 6 Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire DE6 1AS

EXTERNAL



Front Elevation



Side Elevation



Rear Elevation



Front Roof



Rear Roof



Front Elevation – uPVC Windows



Front Elevation – Single Personnel Door & Roller Shutter Doors



Parking Provisions



Side Yard Area



Front Elevation – Downpipe not connected



Henmore Brook

INTERNAL



Unit 6 – Ground Floor Entrance Foyer



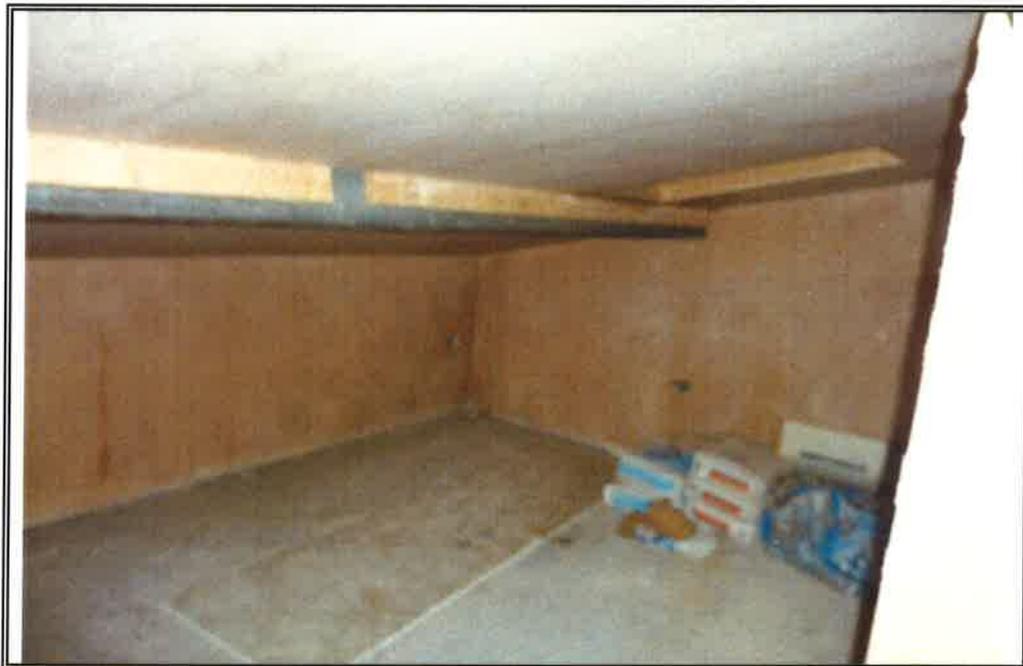
Unit 6 – Ground Floor Customer Waiting Area



Unit 6 – Ground Floor Central Store Area



Unit 6 – Ground Floor Rear Store Area



Unit 6 – First Floor Rear Store Area



Unit 6 – First Floor Office



Unit 6 – First Floor Rear Store



Unit 6a – Workshop



Unit 6a – Mezzanine



Unit 6b – Entrance Area



Unit 6b - Workshop



Unit 6b – Office



Unit 6b – Rear Store

APPENDIX 4.0

Tenancy Agreements

DATED

23rd June 2015

LEASE

relating to

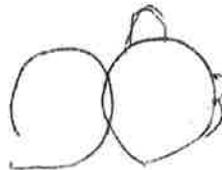
**UNITS 6A AND B HENMORE TRADING ESTATE, MAYFIELD ROAD,
ASHBOURNE, DERBYSHIRE, DE4 1AS**

between

WAYNE CYRIL TRAVERS

and

C W SELLORS (GOLD AND SILVERSMITHS) LIMITED

A handwritten signature or set of initials, possibly 'CW', consisting of two overlapping loops.

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PRESCRIBED CLAUSES

LR1. Date of lease 23rd June
2015

LR2. Title number(s)

LR2.1 Landlord's title number(s)

DY433830

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

WAYNE CYRIL TRAVERS

2 Beech Drive, Ashbourne, Derbyshire, DE6 1HL

Tenant

C W Sellors Limited

Company Registered Number -

Guarantor

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

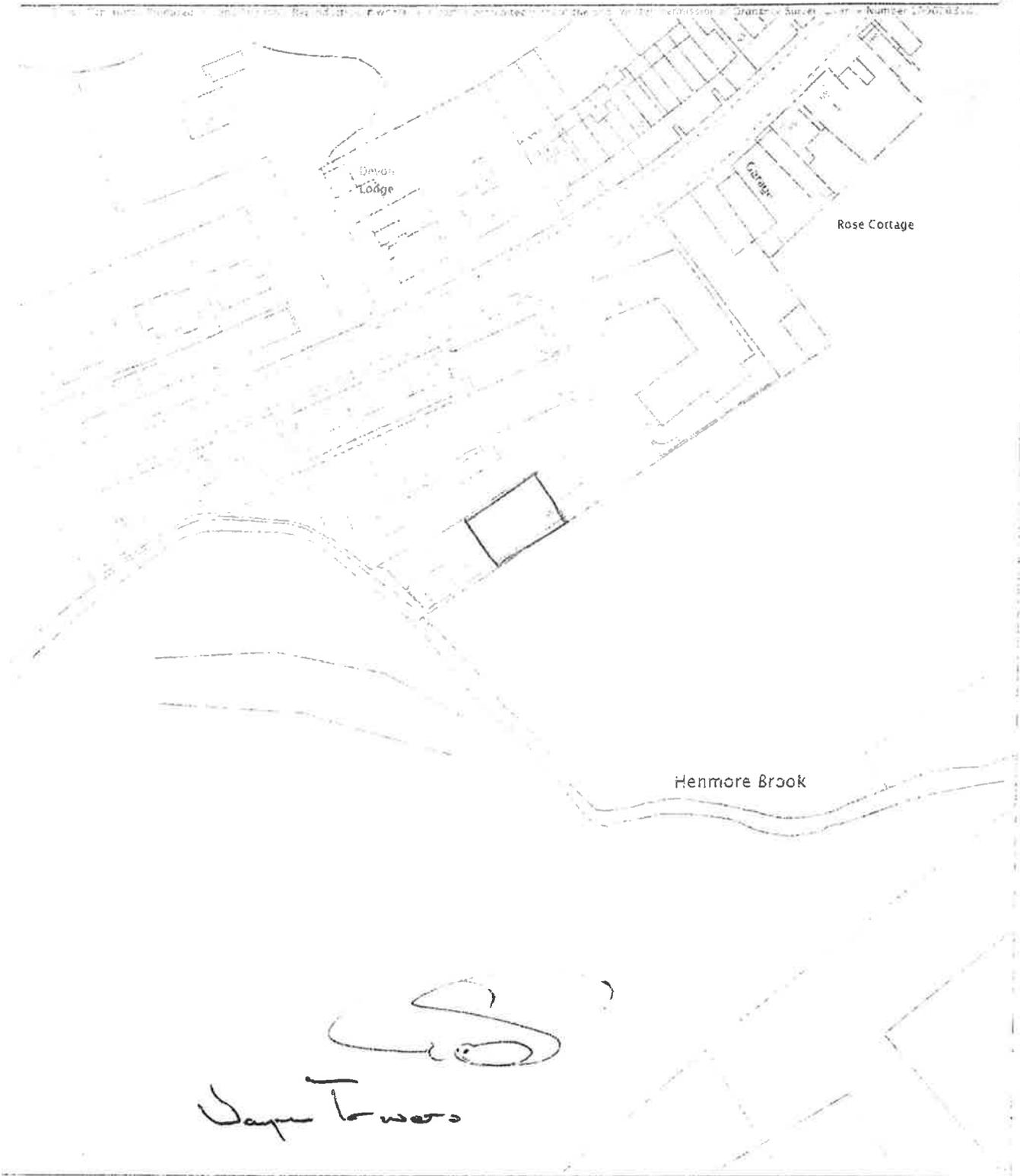
None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable

Land Registry

Title number **DY433830** *Plan 1*
Ordnance Survey map reference **SK1746SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Derbyshire : Derbyshire Dales**

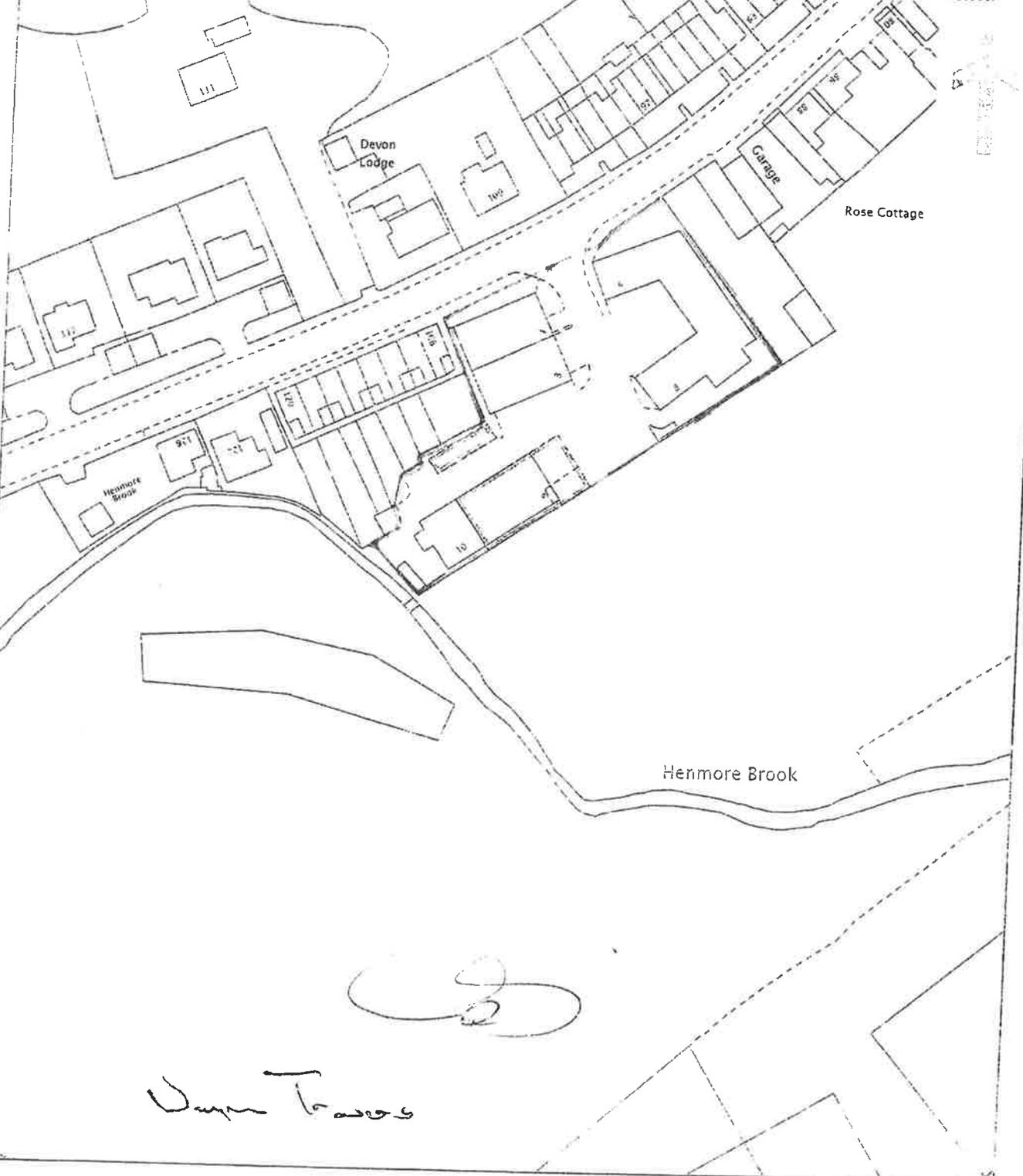


Plan 2

Land Registry

Title number DY433830
Ordnance Survey map reference SK1746SW
Scale 1:1250 enlarged from 1:2500
Administrative area Derbyshire : Derbyshire
Dales

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3

Wynne Thomas

THIS LEASE is dated

23rd June 2015

PARTIES

- (1) WAYNE CYRIL TRAVERS of 2 Beech Drive, Ashbourne, Derbyshire, DE6 1HL (Landlord).
- (2) C W Sellors (Gold and Silversmiths) Limited incorporated and registered in England and Wales with company number 02284689 whose registered office is at King Street Ashbourne Derbyshire DE6 1EA (Tenant).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £8,500.00 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.

Break Date: a break date which is at least six months after the date on which the Landlord serves the Break Notice and as specified in the Break Notice,

Break Notice: Written notice to terminate this lease in the form set out in this Schedule

Common Parts: the roads, paths, loading and bin areas, Service Media and other parts of the Estate other than the Property and the Lettable Units.

Contractual Term: a term of years beginning on the^{1st February}.....2015 and ending on, and including the^{31st January}.....2020.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Estate: each and every part of the adjoining and neighbouring property in which the Landlord has an interest together with other premises not owned by the Landlord but which form part of the Henmore Trading Estate shown edged in blue on Plan 2.

Henmore Management: Henmore Trading Estate Management Company Limited (CRN 06460980) which Company is the owner of the common parts of the Henmore Trading Estate

Insurance Rent: the aggregate in each year of the:

- (a) gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) loss of Annual Rent from the Property for three years;

- (b) a fair proportion of the gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Common Parts for their full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) public liability in relation to the Common Parts; and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base lending rate from time to time of Lloyds TSB Bank Plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Lettable Unit: a building and its curtilage on the Estate, other than the Property, that is capable of being let and occupied on terms similar to those of this lease.

LTA 1954: Landlord and Tenant Act 1954.

Original Landlord: Wayne Cyril Travers

Original Tenant: C W Sellors (Gold and Silversmiths) Limited

Permitted Use: within Use Class [B1][B2][B8] of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: the ground floor premises units 6 A and B, Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire, DE6 1AS shown edged red on Plan 1 but excluding any Service Media in, on, under or over that unit (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that unit in common with any other part of the Estate or the air or space above the said units.

Rent Commencement Date:

Rent Payment Dates: monthly on the first day of each month in advance

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the last day of the term

Service Charge: a fair proportion of the Service Costs.

Service Charge Year: is the annual accounting period relating to the Services and the Service Costs each year during the term as specified in the Transfer between Bestways Limited (1) Henmore Trading Management Company Limited (2) The Landlord (3)

Service Costs: the costs listed in clause 8.2.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services listed in clause 8.1.

Transfer: means a Transfer between Bestways Limited (1) Henmore Management (2) The Landlord (3)

Third Party Rights: all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the property register and the entry in the charges register of title number DY433830

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Common Parts**, the **Estate**, a **Lettable Unit** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Estate.

- 1.8 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 42.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 42.5.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.16 A **person** includes a corporate or unincorporated body.
- 1.17 References to **writing** or **written** do not include faxes or email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Service Charge and all VAT in respect of it;
 - (c) the Insurance Rent,
 - (d) all interest payable under this lease
 - (e) all other sums due under this lease

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to use the roads and paths shown coloured green on Plan 2 for the purposes of vehicular and pedestrian access to and egress from the Property and to and from the parts of the Common Parts referred to in clause 3.1(b) to clause 3.1(e)
 - (b) the right to park private cars or motorbikes belonging to the Tenant, its employees and visitors within the area edged purple on Plan 2;
 - (c) the right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term;
 - (d) the right to display the name and logo of the Tenant on a sign or noticeboard in a form and manner approved by the Landlord;
 - (e) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease and
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 32.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1, the Landlord may, at its discretion, change the route of any means of access to or egress from the Property and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(b), the Landlord may from time to time designate the spaces in respect of which the Tenant may exercise that Right.
- 3.8 In relation to the Rights mentioned in clause 3.1(c), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced
- 3.9 In exercising the Right mentioned in clause 3.1(e), the Tenant shall cause as little inconvenience and damage to the Common Parts and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts by reason of the Tenant exercising that Right.
- 3.10 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are

installed or constructed during the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;

- (c) at any time during the term, the full and free right to develop any part of the Estate (other than the Property (subject to clause *Clause 4.1(f)*) or any part of the Common Parts over which rights are expressly granted by this deed) including for the avoidance of doubt the right to construct a second storey on the building above the Property but so as not to restrict the tenants use of the Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property or on the Estate and attach it to any building on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property to change the areas over which the Rights mentioned in Clause 3.1 are exercised
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in Clause 3.1 are exercised
- (h) the Third Party rights granted in favour of others as set out in the Transfer

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property or the Estate.
 - (iv) The rights to construct a second floor above the Property

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter

the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
- (a) physical damage to the Property; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. **THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. **THE ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve monthly equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

7. **REVIEW OF THE ANNUAL RENT**

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.

- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- (a) in the open market;
 - (b) at the relevant Review Date;
 - (c) on the assumptions listed in clause 7.5; and
 - (d) disregarding the matters listed in clause 7.6.
- 7.5 The assumptions are:
- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of three years commencing on the relevant Review Date, if longer; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent
 - (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
 - (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
 - (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
 - (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
 - (f) no work has been carried out on the Property or on the Estate that has diminished the rental value of the Property other than work carried out in compliance with clause 33
 - (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or

any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and

- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.

7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review

- 7.11 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

- 7.12 Time shall not be of the essence for the purposes of this clause.

- 7.13 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

- 7.14 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. SERVICES AND SERVICE CHARGE

8.1 The Services are:

- (a) cleaning, maintaining and repairing the Common Parts including all Service Media forming part of the Common Parts
- (b) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;
- (c) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- (d) cleaning, maintaining, repairing and replacing signage for the Common Parts;
- (e) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts,;
- (f) cleaning, maintaining, repairing and replacing a signboard showing the names and logos of the tenants and other occupiers
- (g) maintaining the landscaped and grassed areas of the Common Parts;
- (h) any other service or amenity that the Landlord or Henmore Management may acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Estate.

8.2 The Service Costs are the total of:

- (a) the whole of the costs of:
 - (i) providing the Services,;
 - (ii) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Common Parts;
 - (iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Common Parts);
 - (iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;
 - (v) complying with the Third Party Rights insofar as they relate to the Common Parts; and
 - (vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Estate as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Estate as a whole),

- (b) the costs, fees and disbursements (on a full indemnity basis) of:
 - (i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same; and
 - (ii) accountants employed by the Landlord to prepare and audit the service charge accounts;
- (c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Estate); and
- (d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

- 8.3 Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours to procure that Henmore Management repair, maintain, clean the roads, paths and parking areas on the Common Parts. The Landlord may, but shall not be obliged to procure the provision of any of the other Services. The Landlord shall not be obliged to carry out any repair where the need for that repair has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.
- 8.4 Before or as soon as practicable after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.
- 8.5 The Tenant shall pay the estimated Service Charge for each Service Charge Year in monthly instalments on each of the Rent Payment Dates.
- 8.6 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.
- 8.7 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.

- 8.8 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.
- 8.9 Without prejudice to clause 9.4(f), where the Landlord provides or procures any Service by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of that Service shall not be included within the Service Charge.
- 8.10 If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited.

9. INSURANCE

- 9.1 Subject to clause 9.2, the Landlord shall keep the Property and shall procure Henmore Management to keep the Common Parts (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 9.2 The Landlord's obligation to insure and to procure Henmore Management to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
- 9.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent;
 - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes and a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Estate for insurance purposes.

9.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

9.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 9.7 or clause 9.8.

9.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable] then, unless the policy of insurance in relation to the Property or the Common Parts has been vitiated in whole

or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.

9.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

10. RATES AND TAXES

10.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

10.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

10.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

11. UTILITIES

- 11.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property except that if the Tenant shall use the Property for storage only the Landlord will pay the cost of electricity, gas, water and sewage.
- 11.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

12. COMMON ITEMS

- 12.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Estate but used or capable of being used by the Estate in common with other land and the Henmore Trading common parts
- 12.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

13. VAT

- 13.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 13.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

14. DEFAULT INTEREST AND INTEREST

- 14.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 14.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that

amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

15. COSTS

15.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted [(unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it)].

15.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

16. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

17. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

18. REGISTRATION OF THIS LEASE

NOT APPLICABLE

19. ASSIGNMENTS

19.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

19.2 The Tenant shall not assign part only of this lease.

19.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

(a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:

(i) is in respect of all the tenant covenants of this lease;

(ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;

(iii) imposes principal debtor liability on the assignor (and any former tenant);

(iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

(v) is otherwise in a form reasonably required by the Landlord;

(b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).

19.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.

19.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

20. **UNDERLETTINGS**

- 20.1 The Tenant shall not underlet the whole of the Property
- 20.2 The Tenant shall not underlet part only of the Property.

21. **SHARING OCCUPATION**

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

22. **CHARGING**

- 22.1 The Tenant shall not charge the whole of this lease.
- 22.2 The Tenant shall not charge part only of this lease.

23. **PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

24. **REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

- 24.1 In this clause a **Transaction** is:
- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
 - (b) the making of any other arrangement for the occupation of the Property.
- 24.2 No later than one month after a Transaction the Tenant shall:
- (a) give the Landlord's solicitors notice of the Transaction;
 - (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors
 - (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT)].
- 24.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

25. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

NOT APPLICABLE

26. REPAIRS

26.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

26.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 9.2.

26.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary.

27. DECORATION

27.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

27.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

27.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

28. ALTERATIONS

28.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

28.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property.

28.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

29. SIGNS

29.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

29.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord (and when necessary Henmore Management) such consent not to be unreasonably withheld.

29.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

30. RETURNING THE PROPERTY TO THE LANDLORD

30.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

30.2 If the Landlord gives the Tenant notice the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

30.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

30.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

30.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

31. USE

- 31.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 31.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.
- 31.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

32. MANAGEMENT OF THE ESTATE

- 32.1 The Tenant shall observe all regulations made by Henmore Management from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.
- 32.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

33. COMPLIANCE WITH LAWS

- 33.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media and machinery and equipment at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 33.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 33.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 33.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent
- 33.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 33.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 33.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 33.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 34. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 34.1 The Tenant shall not grant any right or licence over the Property to any person.
- 34.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 34.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate.
- 34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of access to the Property or the Estate is enjoyed with the consent of any third party.

- 34.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 35.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 35.2 If the Tenant has not begun any works needed to remedy that breach within one month following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 35.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 39.

36. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

37. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

38. GUARANTEE AND INDEMNITY

NOT APPLICABLE

39. RE-ENTRY AND FORFEITURE

39.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

39.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

40. LIABILITY

40.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

40.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

40.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

41. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

41.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

41.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

41.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.

41.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

42. NOTICES, CONSENTS AND APPROVALS

42.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

42.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

42.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

42.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

42.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

42.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party

has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

43. GOVERNING LAW AND JURISDICTION

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

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

44. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

NOT APPLICABLE

45. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

46. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

47. EXERCISE OF BREAK BY LANDLORD AND BY TENANT

47.1. The Landlord may terminate this lease by serving a Break Notice on the Tenant at least six months before the Break Date

47.2. The right to serve a Break Notice is personal to the Original Landlord

47.3. The Tenant may terminate this lease upon giving the Landlord 6 months' notice if the Landlord serves on the Tenant notice in writing that the Landlord intends to exercise the right to build over the Property (the right to do so being set out in clause 4.1(c) which the Landlord must do at least 9 months before the start of the building over.

47.4. The Tenant's break notice shall be of no effect if at the break date:

- a) The Tenant has not paid any part of the Annual Rent of any VAT in respect of it which was due to have been paid and;
- b) The Tenant remains in occupation of any part of the Property or;
- c) There are any continuing sub-leases of the Property.

48. TERMINATION

- 48.1. Following service of a Break Notice this lease shall terminate on the Break Date
- 48.2 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
- 48.3 If this lease terminates in accordance with clause 49.1 then within fourteen days after the Break Date the Landlord shall refund to the Tenant the proportion of the Annual Rent and any VAT paid in respect of it for the period from and excluding the Break Date up to and excluding the next Rent Payment Date calculated on a daily basis.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED BY C W SELLORS (Gold and Silversmiths)LIMITED
ACTING BY

DIRECTOR



DIRECTOR/SECRETARY



SIGNED AS A DEED BY THE SAID
WAYNE CYRIL TRAVERS IN THE
PRESENCE OF



Solicitor
in trust



DATED

2nd August 2016

Counterpart LEASE

relating to

**CAR WASH & OFFICE AT HENMORE TRADING ESTATE, MAYFIELD
ROAD, ASHBOURNE, DERBYSHIRE, DE6 1AS**

between

WAYNE CYRIL TRAVERS

and

ROBERTAS STUNZENAS AND IGNAS CERKAUSTAS

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PRESCRIBED CLAUSES

LR1. Date of lease

2nd August 2016

LR2. Title number(s)

LR2.1 Landlord's title number(s)

DY433830

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

WAYNE CYRIL TRAVERS

2 Beech Drive, Ashbourne, Derbyshire, DE6 1HL

Tenant

Robertas Stunzenas and Ignas Cerkaustas

Flat 1, 25-27 Market Place, Ashbourne, Derbyshire, DE6 1EU

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

Not applicable

THIS LEASE is dated

2nd August 2016

PARTIES

- (1) Wayne Cyril Travers of 2 Beech Drive, Ashbourne, Derbyshire, DE6 1HL
(**Landlord**).
- (2) Robertas Stunzenas and Ignas Cerkaustas of Flat 1, 25-27 Market Place, Ashbourne,
Derbyshire, DE6 1EU(**Tenant**)

AGREED TERMS

I. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor; or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at an initial rate of £18,000.00 per annum and then as revised pursuant to this lease and any interim rent determined under the LTA 1954.

Break Date: a break date which is at least six months after the date on which the Landlord serves the Break Notice and as specified in the Break Notice,

Break Notice: Written notice to terminate this lease in the form set out in this Schedule

Common Parts: the roads, paths, loading and bin areas, Service Media and other parts of the Estate other than the Property and the Lettable Units.

Contractual Term: a term of years beginning on the 1st May 2016 and ending on, and including the 30th April 2026.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Estate: each and every part of the adjoining and neighbouring property in which the Landlord has an interest together with other premises not owned by the Landlord but which form part of the Henmore Trading Estate shown edged in blue on Plan 2.

Henmore Management: Henmore Trading Estate Management Company Limited (CRN 06460980) which Company is the owner of the common parts of the Henmore Trading Estate

Insurance Rent: the aggregate in each year of the:

- (a) gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) loss of Annual Rent from the Property for three years;

- (b) a fair proportion of the gross cost of the premium before any discount or commission for the insurance of:
 - (i) the Common Parts for their full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses; and
 - (ii) public liability in relation to the Common Parts; and
- (c) any insurance premium tax payable on the above.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base lending rate from time to time of Lloyds TSB Bank Plc, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Lettable Unit: a building and its curtilage on the Estate, other than the Property, that is capable of being let and occupied on terms similar to those of this lease.

LTA 1954: Landlord and Tenant Act 1954.

Original Landlord: Wayne Cyril Travers

Original Tenant: Robertas Stunzenas and Ignas Cerkaustas

Permitted Use: Car Wash and ancillary office.

Plan 1: the plan attached to this lease marked "Plan 1".

Plan 2: the plan attached to this lease marked "Plan 2".

Property: the car wash and ground floor offices at Henmore Trading Estate, Mayfield Road, Ashbourne, Derbyshire, DE6 1AS shown edged red on Plan 1 but excluding any Service Media in, on, under or over that property (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that unit in common with any other part of the Estate or the air or space above the said units.

Rent Commencement Date: 1st May 2016

Rent Payment Dates: monthly on the first day of each month in advance

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: the last day of the term 1st May 2020,
1st May 2024 and

Service Charge: a fair proportion of the Service Costs.

Service Charge Year: is the annual accounting period relating to the Services and the Service Costs each year during the term as specified in the Transfer between Bestways Limited (1) Henmore Trading Management Company Limited (2) The Landlord (3)

Service Costs: the costs listed in clause 8.2.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: the services listed in clause 8.1.

Transfer: means a Transfer between Bestways Limited (1) Henmore Management (2) The Landlord (3)

Third Party Rights: all rights, covenants and restrictions affecting the Estate including the matters referred to at the date of this lease in the property register and the entry in the charges register of title number DY433830

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Common Parts**, the **Estate**, a **Lettable Unit** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Estate.

- 1.8 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 42.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 42.5.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to laws in general is to all local, national and directly applicable supranational laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.16 A **person** includes a corporate or unincorporated body.
- 1.17 References to **writing** or **written** do not include faxes or email.
- 1.18 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.19 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Service Charge and all VAT in respect of it;
 - (c) the Insurance Rent,
 - (d) all interest payable under this lease
 - (e) all other sums due under this lease

3. ANCILLARY RIGHTS

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to use the roads and paths shown coloured green on Plan 2 for the purposes of vehicular and pedestrian access to and egress from the Property and to and from the parts of the Common Parts referred to in clause **Error! Reference source not found.** to clause 3.1(d)
 - (b) the right to use and to connect into any Service Media at the Estate that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Contractual Term;
 - (c) the right to display the name and logo of the Tenant on a sign or noticeboard in a form and manner approved by the Landlord;
 - (d) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease and
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.

- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 32.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Rights mentioned in clause 3.1, the Landlord may, at its discretion, change the route of any means of access to or egress from the Property and may change the area over which any of those Rights are exercised.
- 3.7 In relation to the Rights mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced
- 3.8 In exercising the Right mentioned in clause 3.1(d), the Tenant shall cause as little inconvenience and damage to the Common Parts and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts by reason of the Tenant exercising that Right.
- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any Lettable Unit or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any Lettable Unit or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Estate and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
 - (c) at any time during the term, the full and free right to develop any part of the Estate (other than the Property (subject to clause *Clause 4.1(f)*) or any part of the Common Parts over which rights are expressly granted by this deed)

including for the avoidance of doubt the right to construct a second storey on the building above the Property but so as not to restrict the tenants use of the Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

- (d) the right to erect scaffolding at the Property or on the Estate and attach it to any building on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property to change the areas over which the Rights mentioned in Clause 3.1 are exercised
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in Clause 3.1 are exercised
- (h) the Third Party rights granted in favour of others as set out in the Transfer

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property

4.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property or the Estate.
 - (iv) The rights to construct a second floor above the Property

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other

occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. **THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. **THE ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve monthly equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

7. **REVIEW OF THE ANNUAL RENT**

- 7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
 - (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
 - (b) the open market rent agreed or determined pursuant to this clause.
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
 - (a) in the open market;

- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 7.5; and
- (d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of three years commencing on the relevant Review Date, if longer; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent
- (b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
- (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
- (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property or on the Estate that has diminished the rental value of the Property other than work carried out in compliance with clause 33
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.

- 7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the

Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review

7.11 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

7.12 Time shall not be of the essence for the purposes of this clause.

7.13 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.14 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. SERVICES AND SERVICE CHARGE

8.1 The **Services** are:

- (a) cleaning, maintaining and repairing the Common Parts including all Service Media forming part of the Common Parts
- (b) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;

- (c) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- (d) cleaning, maintaining, repairing and replacing signage for the Common Parts;
- (e) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts,;
- (f) cleaning, maintaining, repairing and replacing a signboard showing the names and logos of the tenants and other occupiers
- (g) maintaining the landscaped and grassed areas of the Common Parts;
- (h) any other service or amenity that the Landlord or Henmore Management may acting in accordance with the principles of good estate management provide for the benefit of the tenants and occupiers of the Estate.

8.2 The **Service Costs** are the total of:

- (a) the whole of the costs of:
 - (i) providing the Services,;
 - (ii) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Common Parts;
 - (iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Common Parts);
 - (iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;
 - (v) complying with the Third Party Rights insofar as they relate to the Common Parts; and
 - (vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Estate as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Estate as a whole),
- (b) the costs, fees and disbursements (on a full indemnity basis) of:
 - (i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same; and
 - (ii) accountants employed by the Landlord to prepare and audit the service charge accounts;

- (c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Estate); and
 - (d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.
- 8.3 Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours to procure that Henmore Management repair, maintain, clean the roads, paths and parking areas on the Common Parts. The Landlord may, but shall not be obliged to procure the provision of any of the other Services. The Landlord shall not be obliged to carry out any repair where the need for that repair has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.
- 8.4 Before or as soon as practicable after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant an estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.
- 8.5 The Tenant shall pay the estimated Service Charge for each Service Charge Year in monthly instalments on each of the Rent Payment Dates.
- 8.6 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments on the remaining Rent Payment Days during the period from the date of this lease until the end of the Service Charge Year.
- 8.7 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant a certificate showing the Service Costs and the Service Charge for that Service Charge Year.
- 8.8 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

8.9 Without prejudice to clause 9.4(f), where the Landlord provides or procures any Service by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of that Service shall not be included within the Service Charge.

8.10 If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the Landlord's estimate of the Service Charge is more than the Service Charge, the Landlord shall credit the difference against the Tenant's next instalment of the estimated Service Charge and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited.

9. INSURANCE

9.1 Subject to clause 9.2, the Landlord shall keep the Property and shall procure Henmore Management to keep the Common Parts (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

9.2 The Landlord's obligation to insure and to procure Henmore Management to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

9.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes and a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Estate for insurance purposes.

9.4 The Tenant shall:

- (a) give the Landlord notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property may become void or voidable or

otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;

- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

9.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 9.7 or clause 9.8.

9.6 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable] then, unless the policy of insurance in relation to the Property or the Common Parts has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the

Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.

9.7 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

9.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

10. RATES AND TAXES

10.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

10.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

10.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

11. UTILITIES

11.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property except that if the Tenant shall use the Property for storage only the Landlord will pay the cost of electricity, gas, water and sewage.

11.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

12. COMMON ITEMS

12.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Estate but used or capable of being used by the Estate in common with other land and the Henmore Trading common parts

12.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

13. VAT

13.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

13.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

14. DEFAULT INTEREST AND INTEREST

14.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

14.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

15. COSTS

15.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted.

15.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

16. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

17. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

18. REGISTRATION OF THIS LEASE

19. ASSIGNMENTS

19.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

- 19.2 The Tenant shall not assign part only of this lease.
- 19.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor (and any former tenant who because of section 11 of the Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants of this lease) enters into an authorised guarantee agreement which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
 - (iii) imposes principal debtor liability on the assignor (and any former tenant);
 - (iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
 - (b) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in the Schedule (but with such amendments and additions as the Landlord may reasonably require).
- 19.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any Annual Rent or other money due under this lease is outstanding.
- 19.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
- 20. UNDERLETTINGS**
- 20.1 The Tenant shall not underlet the whole of the Property
- 20.2 The Tenant shall not underlet part only of the Property.

21. SHARING OCCUPATION

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

22. CHARGING

22.1 The Tenant shall not charge the whole of this lease.

22.2 The Tenant shall not charge part only of this lease.

23. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

24. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

24.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the making of any other arrangement for the occupation of the Property.

24.2 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT)].

24.3 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

25. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

26. REPAIRS

- 26.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.
- 26.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 9.2.
- 26.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary.

27. DECORATION

- 27.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 27.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 27.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

28. ALTERATIONS

- 28.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.
- 28.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property.

28.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

29. SIGNS

29.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

29.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use, without the consent of the Landlord (and when necessary Henmore Management) such consent not to be unreasonably withheld.

29.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

30. RETURNING THE PROPERTY TO THE LANDLORD

30.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

30.2 If the Landlord gives the Tenant notice the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

30.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

30.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

30.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

31. USE

- 31.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 31.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Lettable Units or any owner or occupier of neighbouring property.
- 31.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

32. MANAGEMENT OF THE ESTATE

- 32.1 The Tenant shall observe all regulations made by Henmore Management from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.
- 32.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any other Lettable Unit or any neighbouring property.

33. COMPLIANCE WITH LAWS

- 33.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media and machinery and equipment at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 33.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 33.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

- 33.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent
- 33.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 33.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 33.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 33.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 34. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 34.1 The Tenant shall not grant any right or licence over the Property to any person.
- 34.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately give notice to the Landlord; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 34.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate.
- 34.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of access to the Property or the Estate is enjoyed with the consent of any third party.

- 34.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property the Tenant shall:
- (a) immediately notify the Landlord; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

35. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 35.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 35.2 If the Tenant has not begun any works needed to remedy that breach within one month following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 35.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 35.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 39.

36. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

37. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

38. GUARANTEE AND INDEMNITY

NOT APPLICABLE

39. RE-ENTRY AND FORFEITURE

39.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

39.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

40. LIABILITY

40.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

40.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

40.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

41. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

41.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

41.2 The Tenant acknowledges that in entering into this lease it has not relied on nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

41.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or the Common Parts may lawfully be used for any purpose allowed by this lease.

41.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

42. NOTICES, CONSENTS AND APPROVALS

42.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.

42.2 A written notice shall be delivered by hand or sent by pre-paid first class post or recorded delivery. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

42.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

42.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

42.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

42.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party

has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

43. GOVERNING LAW AND JURISDICTION

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

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

44. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

NOT APPLICABLE

45. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

46. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

47. EXERCISE OF BREAK BY LANDLORD AND BY TENANT

47.1. The Landlord may terminate this lease by serving a Break Notice on the Tenant at least six months before the Break Date

47.2. The right to serve a Break Notice is personal to the Original Landlord

47.3. The Tenant may terminate this lease upon giving the Landlord 6 months' notice if the Landlord serves on the Tenant notice in writing that the Landlord intends to exercise the right to build over the Property (the right to do so being set out in clause 4.1(c) which the Landlord must do at least 9 months before the start of the building over.

47.4. The Tenant's break notice shall be of no effect if at the break date:

- a) The Tenant has not paid any part of the Annual Rent of any VAT in respect of it which was due to have been paid and;
- b) The Tenant remains in occupation of any part of the Property or;
- c) There are any continuing sub-leases of the Property.

48. TERMINATION

- 48.1. Following service of a Break Notice this lease shall terminate on the Break Date
- 48.2 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
- 48.3 If this lease terminates in accordance with clause 49.1 then within fourteen days after the Break Date the Landlord shall refund to the Tenant the proportion of the Annual Rent and any VAT paid in respect of it for the period from and excluding the Break Date up to and excluding the next Rent Payment Date calculated on a daily basis.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED BY WAYNE CYRIL TRAVERS
IN THE PRESENCE OF

SIGNED AS A DEED BY THE SAID
ROBERTAS STUNZENAS AND IGNAS
CERKAUSTAS IN THE PRESENCE OF



Paul R Dalk
Solicitor
matlock

APPENDIX 5.0

Planning Applications



Paul Wilson M.C.D., Dip. T.P.,
Dip Mgmt., M.R.T.P.I.,
Head of Planning Services
Town Hall, Matlock
Derbyshire DE4 3NN
DX 27259 Matlock

Tel: 01629 761336
Fax: 01629 761163

Mr W Travers
36 Old Derby Road
Ashbourne
Derbyshire
DE6 1BN

Application No: 09/00164/FUL

Date Valid: 16.03.2009

Date Decn.: 24.04.2009

Town and Country Planning Act 1990

APPLICATION FOR Full Planning Permission

With reference to your application for Full Planning Permission, under the above legislation notice is hereby given that Derbyshire Dales District Council as the Local Planning Authority have **Granted with Conditions** Planning Permission for:-

Erection of canopy over wash bay - Unit 6 , Henmore Brook Industrial Estate, Mayfield Road for Mr W Travers.

as described on the application form and shown on the accompanying documents and subject to the following condition(s): -

1. The development hereby permitted must be begun before the expiration of three years from the date of this permission.

Reasons

1. This is a statutory period which is specified in Section 91 of the Town and Country Planning Act 1990.

Signed:

P.L. Wilson – Head of Planning Services

NOTES TO APPLICANT

Summary of reasons for decision and relevant policies of development plan.

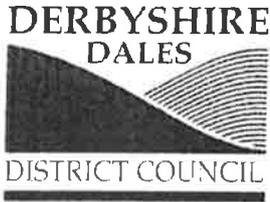
The Local Planning Authority, in granting planning permission, considered that the proposed development accorded with the relevant Policies of the Development Plan, namely Policies SF5, EDT7 and EDT8 of the Adopted Derbyshire Dales Local Plan (2005). No other material considerations had significant weight in the decision making process.

This Decision Notice relates to the following documents:
Proposed elevation and layout plans, received by the Council on 16th March 2009.

ATTENTION IS CALLED TO THE ATTACHED NOTES

DERBYSHIRE DALES BUILDING CONTROL SERVICES

Building Regulation approval may be required for the works that are proposed under the terms of this decision notice. Derbyshire Dales Building Control Service is able to provide a comprehensive, efficient and effective service at competitive cost to individuals involved in development schemes of all types and sizes, including plan checking and site inspection services. For further information of the range of services that are available, please contact the Building Control Manager on 01629 761321 or alternatively visit www.derbyshiredales.gov.uk/buildingcontrol



Derbyshire Dales District Council

Town Hall, Bank Road, Matlock, DE4 3NN

www.derbyshiredales.gov.uk planning@derbyshiredales.gov.uk 01629 761336

Application for Planning Permission. Town and Country Planning Act 1990

Publication of planning applications on council web sites

Please note that with the exception of applicant contact details and Certificates of Ownership, the information provided on this application form and in supporting documents may be published on the council's website.

If any other information that is provided as part of the application which falls within the definition of personal data under the Data Protection Act and is not to be published on the council's website, please contact the council's planning department.

1. Applicant Name, Address and Contact Details

Title:	<input type="text" value="Mr"/>	First name:	<input type="text" value="W"/>	Surname:	<input type="text" value="Travers"/>		
Company name:	<input type="text"/>						
Street address:	<input type="text" value="36 Old Derby Road"/>			Country Code	National Number	Extension Number	
	<input type="text"/>			Telephone number:	<input type="text"/>	<input type="text"/>	
	<input type="text"/>			Mobile number:	<input type="text"/>	<input type="text"/>	
Town/City:	<input type="text" value="Ashbourne"/>			Fax number:	<input type="text"/>	<input type="text"/>	
County:	<input type="text" value="Derbyshire"/>			Email address:	<input type="text"/>		
Country:	<input type="text"/>						
Postcode:	<input type="text" value="DE6 1BN"/>						

Are you an agent acting on behalf of the applicant? Yes No

2. Agent Name, Address and Contact Details

No Agent details were submitted for this application

3. Description of the Proposal

Please describe the **proposed** development including any change of use:

Has the building, work or change of use already started? Yes No

4. Site Address Details

Full postal address of the site (including full postcode where available)	Description:
House: <input type="text" value="0"/> Suffix: <input type="text"/>	<input type="text"/>
House name: <input type="text" value="Unit 6"/>	
Street address: <input type="text" value="Henmore Brook Industrial Estate"/>	
<input type="text" value="Mayfield Road"/>	
Town/City: <input type="text" value="Ashbourne"/>	
County: <input type="text" value="Derbyshire"/>	
Postcode: <input type="text" value="DE6 1AS"/>	
Description of location or a grid reference (must be completed if postcode is not known):	
Easting: <input type="text" value="417188"/>	
Northing: <input type="text" value="346009"/>	

5. Pre-application Advice

Has assistance or prior advice been sought from the local authority about this application? Yes No

6. Pedestrian and Vehicle Access, Roads and Rights of Way

Is a new or altered vehicle access proposed to or from the public highway? Yes No

Is a new or altered pedestrian access proposed to or from the public highway? Yes No

Are there any new public roads to be provided within the site? Yes No

Are there any new public rights of way to be provided within or adjacent to the site? Yes No

Do the proposals require any diversions/extinguishments and/or creation of rights of way? Yes No

7. Waste Storage and Collection

Do the plans incorporate areas to store and aid the collection of waste? Yes No

Have arrangements been made for the separate storage and collection of recyclable waste? Yes No

8. Neighbour and Community Consultation

Have you consulted your neighbours or the local community about the proposal? Yes No

9. Council Employee / Member

Is the applicant or agent related to any member of staff or elected member of the council? Yes No

10. Materials

Please state what materials (including type, colour and name) are to be used externally (if applicable):

Walls - description:

Description of *existing* materials and finishes:

Brickwork facing

Description of *proposed* materials and finishes:

powder coated sheeting to one elevation

Roof - description:

Description of *existing* materials and finishes:

powder coated sheeting

Description of *proposed* materials and finishes:

powder coated sheeting

Windows - description:

Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

n/a

Doors - description:

Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

n/a

Boundary treatments - description:

Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

n/a

Vehicle access and hard standing - description:

Description of *existing* materials and finishes:

tarmac

Description of *proposed* materials and finishes:

n/a

Lighting - add description

Description of *existing* materials and finishes:

n/a

Description of *proposed* materials and finishes:

n/a

10. Materials (continued)

Others - description:

Type of other material:

Description of *existing* materials and finishes:

Description of *proposed* materials and finishes:

Are you supplying additional information on submitted plan(s)/drawing(s)/design and access statement? Yes No

11. Vehicle Parking

Please provide information on the existing and proposed number of on-site parking spaces:

Type of vehicle	Existing number of spaces	Total proposed (including spaces retained)	Difference in spaces
Cars	7	7	0

12. Foul Sewage

Please state how foul sewage is to be disposed of:

Mains sewer Package treatment plant Unknown
 Septic tank Cess pit

Other

Are you proposing to connect to the existing drainage system? Yes No Unknown

13. Assessment of Flood Risk

Is the site within an area at risk of flooding? Refer to the Environment Agency's Flood Map showing flood zones 2 and 3 and consult Environment Agency standing advice and your local planning authority requirements for information as necessary. Yes No

If Yes, you will need to submit an appropriate flood risk assessment to consider the risk to the proposed site.

Is your proposal within 20 metres of a watercourse (e.g. river, stream or beck)? Yes No

Will the proposal increase the flood risk elsewhere? Yes No

How will surface water be disposed of?

Sustainable drainage system Main sewer Pond/lake
 Soakaway Existing watercourse

14. Biodiversity and Geological Conservation

To assist in answering the following questions refer to the guidance notes for further information on when there is a reasonable likelihood that any important biodiversity or geological conservation features may be present or nearby and whether they are likely to be affected by your proposals.

Having referred to the guidance notes, is there a reasonable likelihood of the following being affected adversely or conserved and enhanced within the application site, OR on land adjacent to or near the application site:

a) Protected and priority species

Yes, on the development site Yes, on land adjacent to or near the proposed development No

b) Designated sites, important habitats or other biodiversity features

Yes, on the development site Yes, on land adjacent to or near the proposed development No

c) Features of geological conservation importance

Yes, on the development site Yes, on land adjacent to or near the proposed development No

15. Existing Use

Please describe the current use of the site:

warehouse and car valeting

Is the site currently vacant? Yes No

Does the proposal involve any of the following:

Land which is known to be contaminated? Yes No

Land where contamination is suspected for all or part of the site? Yes No

A proposed use that would be particularly vulnerable to the presence of contamination? Yes No

Application advice

If you have said Yes to any of the above, you will need to submit an appropriate contamination assessment.

16. Trees and Hedges

Are there trees or hedges on the proposed development site? Yes No

And/or: Are there trees or hedges on land adjacent to the proposed development site that could influence the development or might be important as part of the local landscape character? Yes No

If Yes to either or both of the above, you will need to provide a full Tree Survey with accompanying plan before your application can be determined. Your Local Planning Authority should make clear on its website what the survey should contain, in accordance with the current 'BS5837: Trees in relation to construction - Recommendations'

17. Trade Effluent

Does the proposal involve the need to dispose of trade effluents or waste? Yes No

18. Residential Units

Does your proposal include the gain or loss of residential units? Yes No

19. All Types of Development: Non-residential Floorspace

Does your proposal involve the loss, gain or change of use of non-residential floorspace? Yes No

20. Employment

If known, please complete the following information regarding employees:

	Full-time	Part-time	Equivalent number of full-time
Existing employees	1	1	0
Proposed employees	1	1	0

21. Hours of Opening

If known, please state the hours of opening for each non-residential use proposed:

Use	Monday to Friday		Saturday		Sunday and Bank Holidays		Not Known
	Start Time	End Time	Start Time	End Time	Start Time	End Time	
Other	8am	5pm	10am	4pm	10am	4pm	<input type="checkbox"/>

22. Site Area

What is the site area? sq.metres

23. Industrial or Commercial Processes and Machinery

Please describe the activities and processes which would be carried out on the site and the end products including plant, ventilation or air conditioning. Please include the type of machinery which may be installed on site:

Car Valeting

Is the proposal for a waste management development? Yes No

24. Hazardous Substances

Is any hazardous waste involved in the proposal? Yes No

25. Site Visit

Can the site be seen from a public road, public footpath, bridleway or other public land? Yes No

If the planning authority needs to make an appointment to carry out a site visit, whom should they contact? (Please select only one)

The agent The applicant Other person

26. Certificates (Certificate A)

Certificate of Ownership - Certificate A

Town and Country Planning (General Development Procedure) Order 1995 Certificate under Article 7

I certify/The applicant certifies that on the day 21 days before the date of this application nobody except myself/ the applicant was the owner (owner is a person with a freehold interest or leasehold interest with at least 7 years left to run) of any part of the land or building to which the application relates.

Title: First name: Surname:

Person role:

Declaration date:

Declaration made

26. Certificates (Agricultural Holdings Certificate)

Agricultural Holding Certificate

Town and Country Planning (General Development Procedure) Order 1995 Certificate under Article 7

Agricultural Land Declaration - You Must Select Either A or B

(A) None of the land to which the application relates is, or is part of an agricultural holding.

(B) I have/The applicant has given the requisite notice to every person other than myself/the applicant who, on the day 21 days before the date of this application, was a tenant of an agricultural holding on all or part of the land to which this application relates, as listed below:

Title: First Name: Surname:

Person role:

Declaration date:

Declaration Made

27. Declaration

I/we hereby apply for planning permission/consent as described in this form and the accompanying plans/drawings and additional information.

Date



Paul Wilson M.C.D., Dip. T.P.,
Dip Mgmt., M.R.T.P.I.,
Head of Planning Services
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Planning & Design Practice Limited
Mr Andrew Gore
Ground Floor
Suite 4
Woburn House
Vernon Gate
Derby
DE1 1UL

Application No: 08/00224/FUL

Date Valid: 19.03.2008

Date Decn.: 14.05.2008

Town and Country Planning Act 1990

APPLICATION FOR Full Planning Permission

With reference to your application for Full Planning Permission, under the above legislation notice is hereby given that Derbyshire Dales District Council as the Local Planning Authority have **Granted with Conditions** Planning Permission for:-

Change of use of premises to Use Class B2 (General Industry)/B8 (Storage and Distribution) and use of land for car washing - Unit 6 , Henmore Brook Industrial Estate, Mayfield Road for Mr Wayne Travers.

as described on the application form and shown on the accompanying documents and subject to the following condition(s): -

1. The development hereby permitted must be begun before the expiration of three years from the date of this permission.
2. The car wash facility hereby approved shall operate only between the hours of 8.30 a.m. - 6.00 p.m. Monday to Saturday and from 9.30 a.m. - 4.30 p.m. on Sunday unless the Local Planning Authority gives written approval to any variation on a further application submitted to it.
3. No audible warning systems shall be introduced to the car wash facility unless full details of the equipment, including for the higher level of noise emission, has been submitted to and approved in writing by the Local Planning Authority. The car wash facility shall only be operated in accordance with the approved details.

4. The car washing facility will be in a designated area that directs all foul water to the solids interceptor. The solids interceptor must be connected to either a foul sewer, a sealed pit or recycled unit. There will be no connection to the watercourse.
5. No development approved by this permission shall be commenced until the Local Planning Authority has approved a scheme for the disposal of foul water. The scheme shall be implemented in accordance with the approved details.
6. Any facilities for the storage of oils, fuels or chemicals shall be sited on impervious bases and surrounded by impervious bund walls. The volume of the bunded compound shall be at least equivalent to the capacity of the tank plus 10%. If there is multiple tankage, the compound shall be at least equivalent to the capacity of the largest tank, vessel or the combined capacity of interconnected tanks or vessels plus 10%. All filling points, associated pipework, vents, gauges and sight glasses must be located within the bund or have separate secondary containment. The drainage system of the bund shall be sealed with no discharge to any watercourse, land or underground strata. Associated pipework shall be located above ground and protected from accidental damage. All filling points and tank / vessels overflow pipe outlets shall be detailed to discharge downwards into the bund.

Reasons

1. This is a statutory period which is specified in Section 91 of the Town and Country Planning Act 1990.
2. To minimise the impact of noise emitted from the site on neighbouring noise sensitive locations in accordance with the aims of Policy NBE14 of the Adopted Derbyshire Dales Local Plan (2005).
3. To minimise the impact of noise emitted from the site on neighbouring noise sensitive locations in accordance with the aims of Policy NBE14 of the Adopted Derbyshire Dales Local Plan (2005).
4. To prevent pollution of the water environment in accordance with the aims of Policy NBE11 of the Adopted Derbyshire Dales Local Plan (2005).
5. To prevent pollution of the water environment in accordance with the aims of Policy NBE11 of the Adopted Derbyshire Dales Local Plan (2005).
6. To prevent pollution of the water environment in accordance with the aims of Policy NBE11 of the Adopted Derbyshire Dales Local Plan (2005).

Signed: 

P.L. Wilson – Head of Planning Services

NOTES TO APPLICANT

Summary of reasons for decision and relevant policies of development plan.

1. The Local Planning Authority, in granting planning permission, considered that the proposed development accorded with the relevant Policies of the Development Plan, namely Policies SF1, SF5, EDT2, EDT5, EDT7, EDT8, NBE10, NBE11, NBE14, NBE15, TR1 and TR8 of the Adopted Derbyshire Dales Local Plan (2005) and PPS25 : Development and Flood Risk. No other material considerations had significant weight in the decision making process.

2. This decision notice relates to the following documents:

Design and Access Statement submitted by The Planning and Design Practice Limited dated March 2008.

1:1250 scale red edged site plan - drawing reference 2/01/404 - number 001.

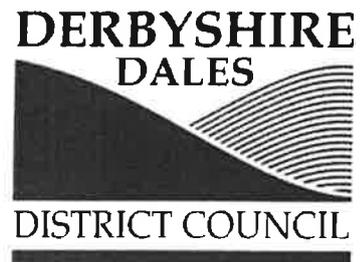
1:100 scale 'A1L Existing Block Plan' - drawing reference 22/01/404 - number 002.

1:100 scale 'A1L Proposed Block Plan' - drawing reference 22/01/404 - number 003.

Indicative photographic survey - drawing reference 22/01/404 - number 004.

ATTENTION IS CALLED TO THE ATTACHED NOTES

Planning Application - part 1



A1. Applicant Details

Organisation

Name

Title	Forename	Surname
Mr	Wayne	Travers

A1.1 Address Details

Name or flat number

Property number or name

Street

Locality

Town

County

Postal Town

Postcode

A1.2 Communication Details

Telephone No.

Nat Code Extn No.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Daytime Telephone No.

<input type="text"/>	<input type="text"/>
----------------------	----------------------

Fax No.

<input type="text"/>	<input type="text"/>
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Email Address

DX Number

A2. Agent Details

Organisation

Planning & Design Practice Ltd.

Name

Title	Forename	Surname
Mr	Andrew	Gore

A2.1 Address Details

Name or flat number

Ground Floor, Sulte 4

Property number or name

Woburn House

Street

Vernon Gate

Locality

Town

Derby

County

Postal Town

Postcode

DE1 1UL

A2.2 Communication Details

Telephone No.

Nat Code	Extn No.
01332347371	

Daytime Telephone No.

--	--

Fax No.

01332347555	
-------------	--

Email Address

andrew@planningdesign.co.uk

DX Number

1. Site Address Details

1.1 Address Details

Name or flat number	
Property number or name	Unit 6
Street	Henmore Brook Industrial Estate
Locality	Mayfield Road
Town	Ashbourne
County	Derbyshire
Postal Town	
Postcode	DE6 1AS
UPRN	0
Location	

2. Description of the Proposed Development

Development Description

Change of use of Unit 6, Henmore Brook Industrial Estate from a B2 use to both B2 and B8 use, and also the use of the land immediately adjacent to the unit for the washing of cars

3. Type of Application

Type	<input type="checkbox"/> Outline <input type="checkbox"/> Approval of Reserved Matters <input checked="" type="checkbox"/> Full <input type="checkbox"/> Renewal of temporary permission <input type="checkbox"/> Renewal of unexpired permission <input type="checkbox"/> Removal of Condition <input type="checkbox"/> Variation of Condition															
Outline or Reserved Matters Applications. Following recent legislation changes to outline permission please read the help-text for new requirements.	<table border="0"> <tr> <td>Layout (Previously Siting)</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Scale (Previously Design)</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>External Appearance</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Means of Access</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> <tr> <td>Landscaping</td> <td><input type="checkbox"/> Yes</td> <td><input checked="" type="checkbox"/> No</td> </tr> </table>	Layout (Previously Siting)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Scale (Previously Design)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	External Appearance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Means of Access	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Landscaping	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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External Appearance	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No														
Means of Access	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No														
Landscaping	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No														
Reference Number of existing application																
Date of previous decision (yyyy-mm-dd)																
Condition Number																

Proposal Type

New building(s) Yes No
Alteration or Extension to building(s) Yes No
Change of use Yes No
Demolition Yes No
Other operations Yes No

4. Access

Is existing access affected?

Pedestrian Yes No

Is a new access type proposed?

Vehicular Yes No

Pedestrian Yes No

Vehicular Yes No

Disability Access

N/A as no change to access

5. Other Information

A. Planting of trees, shrubs or hedges

Yes No

B. Lopping or topping of trees or the removal of trees shrubs or hedges

Yes No

C. Storage of waste

Yes No

6. Public Rights Of Way

Do you propose to alter or divert a Public Right of Way?

Yes No

Is the site adjacent to a Public Right Of Way?

Yes No

Describe the proposed alteration of the Public Right of Way

7. Materials

Walls

N/A

Roof

N/A

Site boundaries (fences, walls, etc.), driveways, paved areas and other hard surfaced areas

N/A

8. Site Area & Floor Space

Site Area

397

Units

square metres
 hectares

Width of site frontage

0
metres

Is the application for new building works?

Yes No

Please state the existing floorspace of the building

0
sq.m

Please state the proposed new floorspace

0
sq.m

Is the proposal for a change of use?

Yes No

Please state the floorspace related to the change of use

321
sq.m

Does the proposal involve the removal or demolition of any part of the existing building?

Yes No

Description of removal/demolition

9. Existing Uses

Current use of land or building

Vacant

If vacant what was the land or building last used for?

B2 'General Industry' Business Unit

10. Residential Information

Select the type of land the development is on

- Brown-field
- Green-field
- Part Greenfield, Part Brownfield
- Don't Know
- Yes No

Is the number of residential units changing?

If Yes, fill out the table below:

	Existing	Proposed	Net Gain
Houses or Bungalows	0	0	0
Flats/Maisonettes/Apartments	0	0	0
Bedsits	0	0	0
0	0	0	0

11. Interest

State the applicant's interest in the land

- Owner
- Lessee
- Prospective purchaser
- Other

If Other give details

Does the applicant own or control any adjoining land?
Has any part of the site been in council ownership?

- Yes No
- Yes No

12. Height

State the height of the new development

 metres

13. Car Parking

Please fill out the car parking space details in the table below:

	Existing	Proposed	Net Gain
Car Spaces	7	7	0
Goods Vehicle Spaces	0	0	0
Cycle Spaces	0	0	0
Disability Spaces	0	0	0

14. Drainage

State method of disposal for surface water

Existing drain shown on block plan. The proposal will also involve the installation of an solids interceptor to prevent large amounts of water boume grit from entering the drainage system

State method of disposal for foul sewage

As existing

If septic tanks are used, have the ground conditions been investigated? If "Yes" submit the details with the application Yes No

15. Previous Applications

Any previous known applications for this proposal? Yes No

Reference Number

Date of Application (yyyy-mm-dd)

16. Details

Has the proposal for works or development already been carried out? Yes No

Is the application for any of the following purposes listed below?

- | | | |
|---|---|--|
| Industry | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Office | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Warehousing | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Storage | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| Shopping | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Any commercial use involving staff/parking/operating hours | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

Planning Application - part 2

17. Industrial Or Commercial Processes and Machinery

Describe processes carried out and the end products

Unit 6 - An occupier has yet to be confirmed, therefore the change of use is speculative development. Land immediately east of Unit 6 - Small-scale car-washing facility

What type of machinery will be installed?

Unit 6 - Unknown. Land immediately east of Unit 6 - Jet wash, steam cleaner

18. Related Development

Is the proposal related to any of the following:

An existing use on or nearby the site, or elsewhere

Yes No

If Yes give details

A larger scheme for which planning permission is not yet sought

Yes No

If Yes give details

19. Floorspace

Please complete the floorspace details in m2 in the table below:

	Existing	Lost or removed	Proposed	Total
Shop	0	0	0	0
Professional / Financial services (Bank, Estate Agent, etc)	0	0	0	0
Restaurant/Cafe	0	0	0	0
Offices	0	0	0	0
Industrial	0	0	0	0
Warehouse	0	0	0	0
Hotel / Hostel / Nursing home	0	0	0	0
Mixed - Industrial, Warehousing and car washing	321	0	0	321
Total	321	0	0	321

20. Employment

Please complete the employee details table below:

	Full Time	Part Time	Total
Existing Employees	0	0	0
Proposed Employees	0	0	0
Total	0	0	0

21. Traffic Flow

How many vehicles will visit the site during a normal working day. Please complete the Traffic flow details table below:

	Existing	New	Total
Employees vehicles	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
HGV's	<input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/>
Other vehicles	<input type="text" value="0"/>	<input type="text" value="15"/>	<input type="text" value="15"/>

22. Servicing

What provisions will be made for loading, unloading and turning vehicles within the site?

23. Hours Of Working / Opening

23. 1 Working

Please specify the working hours (hh:mm) in the table below:

	Existing		Proposed	
	From	To	From	To
Monday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tuesday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Wednesday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Thursday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Friday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Saturday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sunday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

23. 2 Opening

Please specify the opening hours (hh:mm) in the table below:

	Existing		Proposed	
	From	To	From	To
Monday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Tuesday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Wednesday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Thursday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Friday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Saturday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Sunday	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Existing

Proposed

24. Hazardous Substances

Please state the nature, volume and means of disposal of trade effluents or waste

N/A

Does the proposal involve the storage of Hazardous Substances?

Yes No

If Yes, please specify the hazardous material and the quantity stored in tonnes.

Signature

Electronically submitted; no signature required.

Certificate A

I certify that:

on the day 21 days before the date of the accompanying application nobody, except the applicant, was the owner of any part of the building/land to which the application relates.

Signatory

	Title	Forename	Surname
Signatory	Mr	Andrew	Gore
Signature	Electronically submitted; no signature required.		
Date (yyyy-mm-dd)	2008-03-13		

Under the provisions of the Planning Acts, if any person issues a certificate which purports to comply with the requirements of this Act and contains a statement which he knows to be false or misleading in a material particular, he shall be guilty of an offence. Please ensure that the information you have provided is accurate.

Agricultural Holdings Certificate

None of the land to which the application relates is, or is part of, an agricultural holding. I have/the applicant has given the requisite notice to every person other than my/him/herself who, on the day 21 days before the date of this application was a tenant of an agricultural holding on all or part of the land to which the application relates as follows:

Signatory

	Title	Forename	Surname
Signatory	Mr	Andrew	Gore
Signature	Electronically submitted; no signature required.		
Date (yyyy-mm-dd)	2008-03-13		

Under the provisions of the Planning Acts, if any person issues a certificate which purports to comply with the requirements of this Act and contains a statement which he knows to be false or misleading in a material particular, he shall be guilty of an offence. Please ensure that the information you have provided is accurate.
