

# BEAMISH HUB

B U S I N E S S                      S P A C E

DATED

2020

SIMPLE SERVICED INDUSTRIAL LIMITED

to

[ TENANT ]

and

[GUARANTOR]

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LEASE

of

Unit [ ] Beamish Business Hub, 4 Berwick Road, Ipswich IP13 9RY

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## Lease Particulars

This Lease is made as a Deed on the [ ] day of [ ] 20[ ]

1.1	Landlord	<b>Simple Serviced Industrial Limited</b> (company number SC571660) whose registered office is at Aswanley, Glass, Huntly, Aberdeenshire, AB54 4XJ.
1.2	Tenant: • Name • Address and • Company Number (if applicable)	
1.3	Guarantor • Name • Address and • Company Number (if applicable)	
1.4	Premises	Unit [ ] Beamish Business Hub, 4 Berwick Road, Ipswich IP13 9RY
1.5	Earliest Break Date	
1.6	Term	[ ] years commencing at the date of this document
1.7	Review Date	[ ] of [ ] 20[ ] (second anniversary of term) and [ ] of [ ] 20[ ] (fourth anniversary of term)
1.8	Rental	£[ ] per annum
1.9	Rent Payment Date	[ ] day of each month
1.10	Date Notice excluding security of tenure provided to Tenant	[ ] day of [ ] 20[ ]
1.11	Declarant Name	
1.12	Type of Declaration	[Declaration] [Statutory Declaration]
1.13	Date [Declaration] / [Statutory Declaration] completed	[ ] day of [ ] 20[ ]
1.14	Is there a Rent Deposit Deed	[ Yes ] [ No ]

The Premises are demised in accordance with and as set out in the appended Beamish Lease Conditions of which these particulars comprise part.

## Lease Conditions

### 1. Interpretation:-

#### 1.1 Definitions:

IN this Lease unless there is something in the subject or context inconsistent therewith the expressions shall have the following meanings ascribed to them:

#### "Accessway"

means the access road affording access to the Estate from and to Berwick Road.

#### "the Building"

means the building comprising of units 3 to 16 at Beamish Business Hub which is shown **edged blue** on the Plan

#### "Earliest Break Date"

the date specified in 1.5 of the Particulars.

#### "the Energy Performance Certificate"

means a certificate as defined in regulation 2(1) of the Energy Performance Buildings (England and Wales) Regulations 2012 (S12012/3118)

#### "the Estate"

means the whole of the land and buildings at Beamish Business Hub which is shown **edged orange** on the Plan.

#### "the Guarantor"

means the party who has agreed to guarantee the Tenants obligations under the Lease and specified in 1.3 of the Particulars.

#### "the Insured Risks"

means risk in respect of loss or damage by fire lightning explosion aircraft and other aerial devices or articles dropped therefrom earthquake riot and civil commotion and malicious damage storm or tempest bursting and overflowing of water tanks apparatus or pipes flood impact by road vehicles property owners public liability and such other risks of insurance as may from time to time be reasonably required by the Landlord.

#### "the Landlord"

means the party specified in 1.1 of the Particulars or the person entitled to the reversion immediately expectant upon the determination of the term hereby granted

#### "the Tenant"

means the party specified in 1.2 of the Particulars or the person to which this Lease is from time to time lawfully vested

#### "the Term"

shall mean the term specified in 1.6 of the Particulars.

#### "the Plan"

the Plan annexed to this Lease.

#### "the Permitted Use"

any use that falls within Use Class B1 and B8 of the Town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted.

#### "the Premises"

means the property described in the First Schedule hereto and shown in **red** on the plan.

#### "the Rent"

shall mean all sums reserved as rent in clause 2 of this Lease

#### "Review Date"

the dates specified in 1.7 of the Particulars.

#### "Service Media"

means all pipes wires cables drains and other media through which utilities and services pass to and from or over the Premises

#### "Services"

means the services which shall be provided by the Landlord set out in the Fourth Schedule hereto.

#### "VAT"

shall mean the Value Added Tax or any tax of similar nature which may be substituted for or levied in addition to it.

References to the Particulars or Lease Particulars are to the Particulars to which these terms are appended.

1.2 In consideration of the rents and covenants on the part of the Tenant hereinafter reserved and contained, and at the request of the Guarantor, the Landlord HEREBY DEMISES unto the Tenant ALL THAT the Premises TOGETHER with the rights set out in the Second Schedule but EXCEPT AND RESERVING as mentioned in the Third Schedule TO HOLD the same unto the Tenant (or any guarantor as the case may be) for the Term but subject to earlier determination as herein provided SUBJECT to all rights easements quasi-easements and privileges to which the Premises are or may be subject YIELDING AND PAYING unto the Landlord during the Term:-

1.2.1 the rental as specified in 1.8 of the Particulars **without deduction or set-off (save as required by law) to be paid in advance by monthly payments in advance on the day of each calendar month specified in 1.9 of the Particulars** subject to review in accordance with the provisions of clause 5 the first such payment to be made on the date of this Lease in respect of the period from the commencement of the Term until and including the day before but including the next rent payment day ;

1.2.2 by way of further rent VAT on the Rent hereby reserved and upon any other sums lawfully demanded by the Landlord and in respect of which the Landlord shall render a valid VAT invoice.

### 2. The Tenant and the Guarantor hereby covenants with the Landlord as follows:-

#### 2.1 Rent

2.1.1 to pay the Rent on the days and in the manner set out above by bank standing order to the Landlord's nominated bank

account and in the event that any Rent shall remain unpaid for more than fourteen days after the date due (whether formally demanded or not), to pay interest at the yearly rate of 4% (Four Per Centum) above the base rate of HSBC Bank PLC or such other UK clearing bank as the Landlord may from time to time require and nominate in writing to the Tenant.

## 2.2 Outgoings and VAT

2.2.1 to pay and discharge all rates taxes charges assessments impositions and other outgoings of any kind charged upon the Premises or upon the owner or occupier of the Premises.

2.2.2 to pay and indemnify the Landlord against all VAT which may at any time be charged assessed or imposed in respect of any matter or thing arising out of or in connection with this Lease.

## 2.3 Repair maintenance and other obligations

2.3.1 Subject to clause 2.3.2 to maintain and repair, and keep in good repair and condition the Premises and the Landlord's fixtures and fittings within the Premises and make good any damage caused to the Premises by the Tenant (its servants agents or licencees).

2.3.2 The Tenant shall not be liable to repair the Premises to the extent that any disrepair caused by an Insured Risk, unless to the extent that the policy of insurance of the Premises has been vitiated or any insurance proceeds withheld in consequences of any act or omission of the Tenant or their respective workers, contractors or agents or any person on the Premises with the actual or implied authority of any of them.

2.3.3 To keep the Premises including the kitchen area and lavatory facilities in a clean and tidy condition and clear of all stock rubbish and any other materials or things belonging to or under the control of the Tenant and not to leave any rubbish outside the Premises.

2.3.4 To make good as soon as reasonably practicable and forthwith in the event of emergency any damage which the Tenant his employees or invitees may cause to the Premises or the Estate or any part thereof to a standard reasonably acceptable to the Landlord.

2.3.5 Not to obstruct any roadways footways or circulation areas within the Estate nor to permit any vehicle to damage the Estate or any part thereof.

2.3.6 Not to allow any matters or fluids of a noxious or dangerous nature to enter the sewers or drains serving the Premises, nor to cause any obstruction to the drainage flow.

2.3.7 Not to bring or allow dogs (except guide dogs) or other animals to be brought onto the Premises or the Estate without prior arrangement with the Landlord.

2.3.8 Not to smoke or to permit smoking in any part of the Premises and internal communal areas of the Estate including lavatories and corridors.

2.3.9 Not to store, place, or keep on the Premises any materials of a dangerous, combustible, or explosive nature, or any inflammable substance at the Premises.

2.3.10 Not to keep the Premises equipped with such fire-fighting equipment as may be required by the Landlord's insurers and keep such equipment in good working order.

2.3.11 At the end of the term (howsoever determined) to leave the Premises in a clean and good condition in accordance with the Tenant's obligations in this Lease and to replace any damaged or broken Landlord's fixtures or fittings. If this is not carried out then the Tenant will be liable for the Landlord's costs in rectifying the damage.

2.3.12 During the last 3 months of the term (howsoever determined), to decorate the interior of the Premises, seeking the Landlord's prior written consent in relation to the contractor, materials and specification (such decoration is to include the staining of all woodwork and repainting of all paintwork, excluding all fair-faced brickwork which must be kept uncovered and undecorated at all times, in accordance with clause 2.4.1).

2.3.13 Not to park or to permit employees or visitors to park other than in the car parking area shown edged pink on the Plan and not to park keep or store any unroadworthy vehicle on any part of the Estate.

2.3.14 Not to stop or park on or impede the access of any person over the Accessway or any circulation areas within the Estate

2.3.15 Not to deposit in any bins or waste receptacles any hazardous noxious or other material which is not permitted to be deposited in any bins by the contractor employed to remove commercial and industrial waste from the Estate by the Tenant..

2.3.16 To arrange annually the servicing of the air conditioning heat pump and associated system and apparatus serving the Premises using a contractor required or approved by the Landlord and thereafter to provide to the Landlord evidence of such service from the approved person.

## 2.4 Alterations and additions

- 2.4.1 Subject to 2.4.2.5 the Tenant shall not make any structural or external alterations or additions to the Premises (or as applicable the Building of which the Premises comprise part) nor shall the Tenant erect place or display on any open area within the Estate any signs, flags, placards or otherwise.
- 2.4.2 The Tenant shall not make any other alterations to the Premises without the previous written consent of the Landlord and in particular (and without limiting the foregoing):-
- 2.4.2.1 not to attach any fixtures plant or apparatus to any of the walls floors or to the roofing of the Premises or;
- 2.4.2.2 not to suspend any weights from any part of the roof or;
- 2.4.2.3 not to alter or add to the electric wiring or system in the Premises or otherwise alter or add to the Service Media;
- 2.4.2.2 not to suspend any weights from any part of the roof or;
- 2.4.2.4 not to carry out any decoration or make any alterations or additions to the Premises or carry out any works to the service media serving the Premises or;
- 2.4.2.5 not to display any external advertisement, board, sign or anything of a like nature at the Premises or the Estate.
- Provided the Landlord may make it a condition of giving such consent that the subject thereof is removed by the Tenant at the end of the Term and make good any damage caused to the Premises in connection with the removal is made good to the Landlord's reasonable satisfaction.
- 2.4.3 Not to carry out any alterations to the Premises which would have an adverse effect on the asset rating in any Energy Performance Certificate.
- 2.5 **Access of Landlord and notice to repair**
- 2.5.1 To permit the Landlord and its agents at all reasonable times during the Term with or without workmen on giving reasonable notice (except in emergency) to the Tenant to enter the Premises to ascertain the covenants herein are being observed and to view the state of repair and condition of the Premises.
- 2.5.2 If the Premises shall not be in the state of repair and condition required by this Lease the Landlord may serve a notice in writing upon the Tenant requesting such repairs and the Tenant shall within one calendar month (or immediately in the case of an emergency) complete all works in accordance with the notice and the covenants contained in this Lease.
- 2.5.3 If the Tenant fails to carry out the repairs required by the notice within such period specified in clause 2.5.2 the Landlord may enter the Premises with or without workmen (but without prejudice to the right of re-entry contained in 4.1 below) and repair the same at the expense of the Tenant and all costs incurred by the Landlord in relation thereto shall be a debt immediately payable by the Tenant to the Landlord.
- 2.6 **Nuisance etc. and Permitted Use restrictions**
- 2.6.1 Not to carry out on or permit the Premises to be used for any noisy, offensive, dangerous, noxious, or offensive trade, manufacture, business or occupation, nor for any illegal or immoral purpose, nor do or suffer to be done on the premises any act, matter or thing whatsoever in which, in the opinion of the Landlord, would be or become a nuisance, damage, annoyance or disturbance to the Landlord or to the owners or occupiers or any adjoining or neighbouring property.
- 2.6.2 Not to use the Premises other than for the Permitted Use.
- 2.7 **Prohibition of dealings**
- 2.7.1 Not to assign, transfer, underlet, charge or part with or share possession or occupation of or hold in trust for any other person or otherwise deal with the whole or any part of the premises.
- 2.8 **Planning permission**
- 2.8.1 The Tenant must not apply for planning permission in respect of the Premises except where the application relates to a change to allow the Premises to be used for the Permitted Use and in any event subject to the prior written approval of the Landlord.
- 2.9 **Insurance**
- 2.9.1 To obtain and keep in full force and effect at all times in respect of the Premises a policy or policies of insurance covering public liability to persons or property with a cover of at least **£2 million** and must deliver within 7 days of demand by the Landlord to the Landlord copies of all applicable insurance policies taken out pursuant to the provisions of this clause and ensure that the Landlord shall be entitled to the benefit of such insurance.
- 2.9.2 not to do any act or activity whereby the Landlord's insurance policies in respect of the Premises or the Estate shall be void or voidable or which may give rise to a claim and if the insurance money under any insurance policy effected thereon by the Landlord is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then the Tenant shall make up any shortfall.

2.9.3 to give immediate written notice in the event of any accident or other occurrence which would give rise to such a claim.

#### 2.10 Landlord's costs

2.10.1 to pay the Landlord on demand any costs reasonably incurred by the Landlord:

2.10.1.1 in recovering arrears of rent or any other payment due from the Tenant;

2.10.1.2 incidental to the service of any notice (statutory or otherwise) by the Landlord on the Tenant and in respect of the Premises;

2.10.1.3 in or in contemplation of any court or other proceedings relating to the Premises under s.146 and s.147 of the Law of Property Act 1925;

2.10.1.4 in relation to any application made by the Tenant to the Landlord for any consent or approval required under this Lease

and to keep the Landlord indemnified in respect thereof.

#### 2.11 Indemnities

2.11.1 to indemnify the Landlord in respect of all claims, proceedings, loss, damage, costs, expenses or liability whatsoever arising directly or indirectly out of any act or omission of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority or otherwise arising in any way from the state of repair and condition (in so far as the Tenant is liable) or the user of the Premises or any breach or non-observance by the Tenant of the covenants and provisions of this Lease or any of the matters to which the demise is subject.

#### 2.12 Statutory obligations

2.12.1 upon receipt of any notice order or direction from a competent authority which affects or may affect the Premises to deliver a copy of the same to the Landlord immediately and if required by the Landlord to comply with the notice at the Tenant's own expense.

### 3. The Landlord hereby covenants with the Tenant as follows:-

#### 3.1 Quiet enjoyment

3.1.1 that the Tenant shall be permitted to peaceably hold and enjoy the Premises during the Term so long as the Tenant pays the rents and complies with the obligations of the lease without any unlawful interruption by the Landlord.

#### 3.2 Services

3.2.1 to provide the Services provided however that the Landlord shall not be liable for any failure to provide the Services or any of them insofar as prevented from doing so by act of God force majeure, strikes, lockouts, industrial action or other things beyond the reasonable control of the Landlord.

**PROVIDED always and it is hereby agreed and declared as follows:-**

4.1 Without prejudice to any other right remedy or power herein contained or otherwise available to the Landlord:-

4.1.1 if the Rent shall be unpaid for twenty-eight days (whether formally demanded or not); or

4.1.2 if any of the covenants by the Tenant contained in this Lease shall not be performed and observed; or

4.1.3 if the Tenant has a winding up petition, an administration order presented, passes a winding-up resolution or calls a creditors meeting to wind up the company or an Administrative Receiver is appointed in respect of the property or any part thereof of the Tenant and/or any surety from time to time for the Tenant or if the Tenant gives any notice of intention to appoint an administrator or a receiver or manager or an administrative receiver shall be appointed in relation to any property or income of the Tenant or if the Tenant is struck off from the Register of Companies or an application is made for the Tenant to be struck off; or

4.1.4 if the Tenant (being an individual) enters into any arrangement scheme compromise or moratorium or composition with his creditors or has a bankruptcy petition presented against him or is adjudged bankrupt or suffers any distress or execution to be levied on the Premises.

THEN the Landlord may at any time re-enter the Premises or any part thereof in the name of the whole and the term shall immediately cease and determine but without prejudice to any rights or remedies which the Landlord may have against the Tenant and/or the Surety in respect of any previous breach of the covenants contained in this Lease.

4.2 The Landlord shall not be responsible to the Tenant or (save as is otherwise provided by statute) to the Tenant's licensees servants agents or other persons in the Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in the Premises or the Estate.

4.3 The Tenant has not entered into this Lease in reliance wholly or partly on any statement or representation

	(whether written or oral) made by or on behalf of the Landlord except for those contained in this Lease.	5.3	The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
4.4	If after the Tenant has vacated the Premises any property of the Tenant is not removed within ten working days then the ownership of such property will revert to the Landlord.	5.4	If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
4.5	The Landlord shall not be liable to the Tenant or any other person claiming through the Tenant for any loss damage or inconvenience which is caused by reason of any failure of service media or failure to clean repair or light any part of the Estate (unless directly caused by the Landlord failing to observe or perform an express covenant on the part of the Landlord contained in this Lease) and the Landlord's duty of care as imposed by the Occupier's Liability Act 1957 (or any statute amending or replacing the same) to the Tenant's servants workpeople agents and visitors shall in no way go beyond the obligation of the Landlord in this Lease.	5.4.1 5.4.2 5.4.3 5.4.4	in the open market; at the relevant Review Date; on the assumptions listed in clause 5.5; and disregarding the matters listed in clause 5.6.
		5.5	The assumptions are:
		5.5.1	the Property is available to let in the open market:
		5.5.1.1	by a willing lessor to a willing lessee;
		5.5.1.2	as a whole;
		5.5.1.3	with vacant possession;
		5.5.1.4	without a fine or a premium;
		5.5.1.5	for a term equal to six years commencing on the relevant Review Date, if longer; and
		5.5.1.6	otherwise on the terms of this lease other than as to the amount of the Rent but including the provisions for review of the Rent, and other than the provision in this lease for a rent-free period;
		5.5.1.7	having regard to the fact that the Rent is inclusive of the Tenant's share of the cost of providing the Services;
4.6	No person who is not a party to this Lease shall be entitled in his own right to enforce any of the terms of this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999.		
4.7	All notices given by either party pursuant to the provisions of this Lease shall be in writing and shall be sufficiently served if delivered by hand during normal office hours between 8.30am and 6.00pm Monday to Friday inclusive (excluding Bank and public holidays) to the other party at the addresses of the Landlord and the Tenant as are set out at the beginning of this Lease.	5.5.2	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;
		5.5.3	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;
4.8	If the expression "the Tenant" comprises two or more persons or corporations the covenants and obligations on the part of the Tenant shall be construed as joint and several and the Landlord shall not be prejudiced by any agreement bankruptcy composition dealing death dissolution or liquidation in relation to one or more of such persons or corporations.	5.5.4	the Tenant has fully complied with its obligations in this lease;
		5.5.5	if the Property or any means of access to it or any Service Media serving the Property, has been destroyed or damaged by an Uninsured Risk or an Insured Risk, it has been fully restored except where such restoration has not taken place as a result of default by the Landlord;
<b>5.</b>	<b>Review of the Rent</b>	5.5.6	no work has been carried out on the Property that has diminished its rental value;
5.1	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 5.7.	5.5.7	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
5.2	The Rent shall be reviewed on each Review Date to equal:		
5.2.1	the Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it) or, if greater;	5.6	The matters to be disregarded are:
5.2.2	the open market rent agreed or determined pursuant to this clause.	5.6.1	any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;

- 5.6.2 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;
- 5.6.3 any effect on rent attributable to any physical improvement to the Property and Service Media within or exclusively serving the Property carried out before or after the date of this lease, 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);
- 5.6.4 any statutory restriction on rents or the right to recover them.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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 5.7 shall then apply in relation to the appointment of a replacement.
- 5.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably 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 either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:
- 5.11.1 the other party may pay instead; and
- 5.11.2 the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.
- The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- If the revised Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Rent payable from (and including) that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- 5.12.1 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 Rent and the amount that would have been payable had the revised Rent been agreed or determined on or before that Review Date; and
- 5.12.2 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 Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.
- 5.13 Time shall not be of the essence for the purposes of this clause.
- 5.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Rent.
- 5.15 As soon as practicable after the amount of the revised 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.
- 6. Mutual Break Right**
- 6.1 Subject to clause 6.2 either the Landlord or the Tenant may terminate this lease by serving at least 3 months' prior written notice on the other party ('Break Notice') such notice to specify the Break Date provided that the earliest Break Date which may be specified in a Break Notice is the Earliest Break Date.
- Any Break Notice served by the Tenant shall have no effect if at the Break Date:
- 6.2.1 the Tenant has not paid any part of the Rent, or any VAT in respect of it, which was due to have been paid; or
- 6.2.2 the Tenant is in occupation or if there are any sub-tenancies or third parties in occupation of the whole or any part of the Property

unless the Landlord waives by notice in writing the need for compliance with such conditions (provided that any such waiver shall be without prejudice to clause 6.8.

6.3 The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or email. 7.3

6.4 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first-class post or recorded delivery to the Landlord. 8.

6.5 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first-class post or recorded delivery, as the case may be. 8.1

6.6 A Break Notice shall be deemed to have been served:

6.6.1 if delivered by hand, on the day of delivery, except if that delivery occurs after 5pm on a Working Day or on a day that is not a Working day, then the notice shall be deemed to have been served on the next Working Day; 8.2

6.6.2 if sent by pre-paid first-class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

6.7 Subject to clause 6.2 in the case of a notice served by the Tenant or in any event in the case of a notice served by the Landlord, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice. 8.3

6.8 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of either party against the other in respect of any antecedent breach of the Tenant covenants or landlord covenants of this lease, including any covenants expressed to be complied with before the end of the term. 8.4

6.9 If this lease terminates in accordance with this clause then, within 14 days of the Break Date, the Landlord shall refund to the Tenant the proportion of the Rent, and any VAT paid in respect of them, for any period after (but excluding) the Break Date.

## 7. Guarantor

7.1 The provisions of the Fifth Schedule apply.

7.2 If an Act of Insolvency occurs in relation to a guarantor, or if any guarantor (being an individual) dies or becomes incapable of managing his affairs the Tenant shall, if the Landlord requests, procure that a person of standing acceptable to the Landlord, within 14 days of that request, enters into a replacement or additional guarantee and indemnity of the 9.3

tenant covenants of this lease in the same form as that entered into by the former guarantor.

For so long as any guarantor remains liable to the Landlord, the Tenant shall, if the Landlord requests, procure that that guarantor joins in any consent or approval required under this lease and consents to any variation of the tenant covenants of this lease.

## 8. Joint and several liability

8.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this Lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

8.3 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.

8.4 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 failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

## 9. Entire agreement

9.1 This Lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

9.2 Each party acknowledges that in entering into this Lease and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) Other than those contained in any written replies that the Landlord's Conveyancer has given to any written enquiries raised by the Tenant's Conveyancer before the date of this Lease.

9.3 For the purposes of clause 38.2, written enquiries and written replies include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference to the Commercial Property Standard Enquiries 3 (version 3.1)

and Commercial Property Standard Enquiries 7 (version1.3) and also include enquiries or replies so requested or given in writing.

9.4 Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this Lease.

9.5 Nothing in this clause shall limit or exclude any liability for fraud.

#### 10. Contracting out of the Landlord and Tenant Act 1954

10.1 It is hereby mutually agreed and declared:

The tenant confirms that before the date of this Lease

10.1.1 the Landlord served on the Tenant on the dated specified in 1.10 of the Particulars a notice in relation to the tenancy created by this Lease ("the Notice") in a form complying with the requirements of Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 ("the Order").

10.1.2 the person specified in 1.11 of the Particulars whom is duly authorised by the Tenant in relation to the Notice made a Declaration in the form specified in 1.12 of the Particulars on the date as specified in 1.13 of the Particulars complying with the requirements of Schedule 2 of the Order.

10.1.3 the Landlord and the Tenant hereby agree that the provisions of sections 24 to 28 inclusive of the Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy created by this Lease.

**IN WITNESS whereof** the Landlord has executed the original hereof as its Deed and the Tenant have executed a counterpart hereof as their Deed the day and year first before written

#### THE FIRST SCHEDULE Particulars of the Premises

1. All that part of the Estate known as:
  - 1.1. The unit of Beamish Business Hub specified in 1.3 of the Particulars.
  - 1.2. All which premises are shown for identification purposes **edged red** on the Plan) including:
    - 1.2.1. floor and ceiling finishes;
    - 1.2.2. the inner half severed medially of the internal non-loadbearing walls that divide the Premises from any other part of the Estate not hereby demised,
    - 1.2.3. the interior brickwork and decorative finishes (if any) of all walls bounding the Premises,

1.2.4. the windows and window frames and doors and door frames (including the glass therein) at the Premises,

1.2.5. all additions and improvements to the Premises,

1.2.6. all the landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises except any fixtures installed by the Tenant that can be removed from the Premises without defacing them.

1.2.7. The conduits exclusively serving the Premises

but excluding the roof and the roof space, the foundations and all external, structural or loadbearing walls, columns, beams and supports.

#### THE SECOND SCHEDULE Particulars of rights granted to the Tenant

1. The free right of passage and running of electricity and other services through pipes drains wires and cables and other service media lying under the Estate and the Landlord's adjoining land which now or during the Term serve the Premises.

2. A right of way with or without vehicles at all times and for any purpose for the Tenant his employee's agents contractors licensees and invitees to and from the Premises over and along the roads **hatched green** and footpaths within the Estate and over the Accessway.

1. The right to park two roadworthy motor cars within the car parking area shown edged pink on the Plan (on a first come first served basis or as the Landlord may from time to time direct in writing) together with the right for visitors to the Tenant to use on a first come first served basis any spaces from time to time designated for the use of visitors or such other substituted area as the Landlord may allocate from time to time or in substitution for the foregoing such specific spaces as the Landlord may from time to time designate in written notice to the Tenant.

2. Not to park any vehicle on the Estate for a continuous period in excess of 48 hours.

3. The right of support and protection for the Premises as the same are presently enjoyed from adjoining or neighbouring property.

4. The right to site and use no more than two 360 litre wheelie bins in the refuse bin area situated in the area edged and hatched **brown** on the Plan or such alternative area or area within the Estate which the Landlord may from time to time designate in writing provided such refuse is normal commercial waste provided the Tenant shall:

- 4.1. deposit all refuse in such bins with closed lids; and
- 4.2. shall ensure regular emptying (minimum of fortnightly); and
- 4.3. shall ensure the bins do not omit noxious odours and remain hygienic

5. The right to use the cycle parking area coloured yellow on the Plan or such other substituted area as the Landlord may allocate from time to time for the parking of bicycles of the Tenant its servants agents and visitors.

#### **THE THIRD SCHEDULE**

##### **Particulars of Reservations and Exceptions in favour of the Landlord and any other person or persons entitles thereto**

1. The free passage and running of oil electricity water soil and other services through and along the sewers pipes wires channels drains and cables already or during the term hereby granted to be constructed or placed through over or under the Premises to and from all or any of the adjoining or neighbouring premises.
2. The right to enter upon the Premises for the purposes of cleansing and executing repairs and alterations to such adjoining or neighbouring premises and to make connections to and to lay re-lay alter cleanse maintain repair and renew such sewers pipes wires channels drains and cables doing as little damage as possible to the Premises and restoring the same as quickly as possible but without making any compensation for any temporary damage or inconvenience.
3. The right to enter upon the Premises at any time in order to inspect, repair, maintain and service the air conditioning heat pump and associated system and apparatus which serves the Premises if the Tenant does not comply with clause 2.3.16 and the Tenant will be liable for any costs incurred by the Landlord in relation thereto.
4. The right to enter the Premises with a valuer at any time upon giving reasonable prior notice to inspect and measure the Premises for all purposes connected with the implementation of the provisions for rent review.
5. The right to use develop rebuild extend increase alter or reconstruct any adjoining or neighbouring property for such purposes to such extent and generally in such manner as the Landlord shall think fit notwithstanding that access of light or air to the Premises or any other easement quasi-easement or privilege exercisable by the Tenant shall be interfered with.
6. The right of support and protection of the adjoining or neighbouring property as the same are presently enjoyed from the premises.
7. The right to enter the Premises at any time in order to inspect, repair, maintain, alter or improve the boiler and other service media situate within the Premises which serves adjoining property of the Landlord.

8. 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.
9. The right to designate alternative areas, routes or facilities over which the rights contained in the second schedule may be exercised.
10. The right to prevent or restrict access to any part of the Estate if reasonably required to enable works to be carried out to any part of the Estate or in case of emergency.

#### **THE FOURTH SCHEDULE –**

##### **Services which may be provided by the Landlord**

1. Maintaining cleaning and repairing the landscaped areas within the Estate.
2. Maintaining repairing and above necessary improving the Service Media and Conduits serving the Premises and the Building.
3. Maintaining cleansing renewing and keeping in good and substantial repair and condition the roadways footpaths and circulations areas shown contained within the Estate.

#### **THE FIFTH SCHEDULE - Guarantee and Indemnity**

1. THE Guarantor HEREBY GUARANTEES to the Landlord that the Tenant shall:
  - 1.1.1 pay the rents reserved by this lease and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them.
  - 1.2 THE Guarantor HEREBY COVENANTS with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1 TO INDEMNIFY AND KEEP INDEMNIFIED the Landlord against any failure by the Tenant:
    - 1.2.1 to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease.
2. Guarantor's Liability
  - 2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.
  - 2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
    - 2.2.1 any time or indulgence granted by the Landlord to the Tenant; or

- 2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease or in making any demand in respect of any of them; or
- 2.2.3 any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Premises; or
- 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease.
- 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this lease or observe and perform the tenant covenants of the lease including the release of any such security; or
- 2.2.6 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease or any unenforceability of any of them against the Tenant; or
- 2.2.7 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
- 2.2.8 without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or
- 2.2.9 the surrender of the lease in respect of part only of the Premises, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- by any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor shall be paid without any deduction, set-off or counter-claim against the Landlord or the Tenant.
3. Variations and Supplemental Documents
- 3.1 The Guarantor shall, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease.
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease whether or not:
- 3.2.1 the variation is material or prejudicial to the Guarantor; or
- 3.2.2 the variation is made in any document; or
- 3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.
4. Guarantor to take new lease or make payment
- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Premises on the terms set out in paragraph 4.2.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- 4.2.1 be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
- 4.2.2 be for a term that expires at the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
- 4.2.3 reserve as an initial annual rent an amount equal to the Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Rent or restriction on the right to collect it (subject to paragraph 5) and which is subject to review on the same terms and dates provided by this lease; and
- 4.2.4 be excluded from sections 24 to 28 of the LTA 1954; and
- 4.2.5 otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor shall pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and shall execute and deliver to the Landlord a counterpart of the new lease within one month after service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights which the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to

six months Rent and the Guarantor shall pay that amount on demand.

5. Rent at the date of forfeiture or Disclaimer

5.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

5.2 The Guarantor shall not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it shall hold that money on trust for the Landlord to the extent of its liability to the Landlord.

5.3 The Guarantor shall not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

5.4 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

5.5 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the rents reserved by this lease and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

5.6 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the rents reserved by this lease or to observe and perform the tenant covenants of this lease.

DRAFT

EXECUTED as a Deed by  
**SIMPLED SERVICED INDUSTRIAL LIMITED**  
acting by a Director in the presence of

.....  
Director

Witness signature.....

Witness name.....

Witness address.....

.....

.....

**OR**

Signed as a Deed by [ ] .....  
in the presence of:-

Witness signature.....

Witness name.....

Witness address.....

.....

.....

[GUARANTOR]

EXECUTED as a Deed by [ ]  
acting by \_\_\_\_\_,  
a Director in the presence of:-

.....  
Director

Witness signature.....

Witness name.....

Witness address.....

