



Date:

**LEASE**

of Ground Floor and Mezzanine Area, 72 Chalk  
Farm Road, London, NW1 8AN

**CHARLIE PROPERTIES LIMITED**

and

**PARENT SPEAK LTD**

**Contracted out of the Landlord and Tenant Act  
1954**

Ref: **ATS/25300.0016**

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### Schedule 1

#### Part 1

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**Particulars**

<b>Date</b>	:	.
<b>Landlord</b>	:	<b>CHARLIE PROPERTIES LIMITED</b> (company number 01668729) whose registered office is at c/o Haslers, Old Station Road, Loughton, Essex, IG10 4PL.
<b>Tenant</b>	:	<b>PARENT SPEAK LIMITED</b> (company number 10549466) whose registered office is at 83c Osbaldeston Road, London, N16 6NP.
<b>Permitted Use</b>	:	Restaurant or bar only within Class E of the schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended).
<b>Premises</b>	:	Ground Floor and Mezzanine Area, 72 Chalk Farm Road, London, NW1 8AN shown for the purposes of identification only edged red on the attached plan.
<b>Rent</b>	:	£20,000 (twenty thousand pounds) exclusive of VAT per annum.
<b>Rent Commencement Date</b>	:	17 January 2022.
<b>Term</b>	:	1 year beginning on and including 17 January 2022 and expiring on 16 January 2023.

This lease is made on the date and between the parties set out in the Particulars.

## 1. Definitions

In this lease the following words and expressions have the following meanings:

<b>1954 Act</b>	Landlord and Tenant Act 1954.
<b>Building</b>	72/73/73A Chalk Farm Road, London, NW1 8AN as is registered at the Land Registry under title number 188636 .
<b>Conducting Media</b>	all existing and future media for the passage of data, energy, services, telecommunications and utilities and any apparatus ancillary to those media.
<b>CRAR</b>	commercial rent arrears recovery as defined in section 72 of the Tribunals, Courts and Enforcement Act 2007.
<b>Default</b>	a failure by the Tenant to pay the whole or any part of the Liabilities.
<b>Encumbrances</b>	all rights, covenants and other obligations affecting the Premises including the matters referred to on the property and charges registers of the Landlord's registered title.
<b>Interest Rate</b>	4% per annum above the base lending rate of Barclays Bank PLC.
<b>Liabilities</b>	the Rent and any sums due to the Landlord as a result of a breach by the Tenant of its obligations under this Lease.
<b>Licensing Act</b>	the Licensing Act 2003.
<b>Licensing Application</b>	An application for the transfer of the Premises Licence to the Tenant pursuant to section 42 of the Licensing Act.
<b>Licensing Authority</b>	the relevant licensing authority for the area in which the Premises are located.
<b>Responsible Authorities</b>	the relevant authorities under section 13(4) of the Licensing Act for the area in which the Premises are located.
<b>Premises Licence</b>	a premises licence issued under part 3 of the Licensing Act in respect of the Premises with premises licence number PREM-LIC\103964.
<b>Premises Supervisor</b>	the designated premises supervisor for the Premises.

<b>Review</b>	An application for review of a Premises Licence by a Responsible Authority or any other person under section 51 of the Licensing Act, or an application for summary review of a Premises Licence by the chief officer of police of the local police force.
<b>VAT</b>	Value Added Tax and any tax of a similar nature substituted for it or payable in addition to it.

## 2. Interpretation

In this lease:

- 2.1 **Landlord** includes the person for the time being entitled to the immediate reversion to this lease;
- 2.2 **Tenant** includes the person in whom the tenant's interest under this lease is from time to time vested and its successors in title and in the case of an individual shall include his personal representatives;
- 2.3 references to party or parties mean the Landlord and Tenant or either **of them**;
- 2.4 whenever the Landlord or the Tenant consists of more than one person any obligation of or to that party is joint and several;
- 2.5 the Premises includes all fixtures and fittings (other than tenants' fixtures and fittings) on the Premises, all Conducting Media exclusively serving the Premises and all alterations and improvements made to the Premises;
- 2.6 words importing one gender include all genders and words importing the singular include the plural and words importing persons include corporations and vice versa;
- 2.7 any right reserved to the Landlord in this lease shall extend to those authorised by the Landlord;
- 2.8 any covenant by the Tenant not to do any act or thing includes an obligation not to allow that act or thing to be done;
- 2.9 a reference to an act of the Tenant shall include any act, default, neglect or omission of the Tenant or its agents, contractors, employees, licensees, servants, undertenant, visitors or other occupier from time to time of the Premises expressly or by implication with the Tenant's authority;
- 2.10 the Landlord shall not be liable for a breach of a Landlord's obligation committed after it has ceased to be entitled to the immediate reversion to this lease;
- 2.11 the headings are for locating references in the text and are not to be taken into account in interpretation;
- 2.12 all sums payable under this lease are exclusive of VAT and the obligation to pay those sums includes an obligation to pay the associated VAT at the same time but subject to receipt of a valid and appropriate VAT invoice; and
- 2.13 except in the case of the Town and Country Planning (Use Classes) Order 1987 (as amended) where the reference shall be to the Order as it is in force at the date of this Lease, any reference to a particular statute includes any amendment, extension or re-enactment of that statute as well as any subordinate laws made under it and any measure deriving effect from it such as codes of practice, direction, guidance, notices and orders.

### 3. Letting

In consideration of the Rent and the Tenant's covenants in this lease the Landlord lets the Premises to the Tenant for the Term but subject to the exceptions and reservations specified in Schedule 1 and subject to the Encumbrances.

### 4. Tenant's covenants

The Tenant covenants with the Landlord as follows:

- 4.1 to pay the Rent in advance by monthly instalments (by standing order if the Landlord so requires) on the first day of each month, the first payment to be made on the date of completion;
- 4.2 to pay interest at the Interest Rate on any sum payable under this lease that is not paid within 10 working days of its due date except in the case of Rent on its due date, the interest to be calculated from and including the due date for payment to and including the actual date on which payment is made;
- 4.3 to pay the Rent and any other sums due under this lease without deduction, counterclaim or set off;
- 4.4 to comply with the Encumbrances;
- 4.5 to pay all charges, rates, taxes, utilities and other outgoings in respect of the Premises;
- 4.6 to use the Premises for the Permitted Use only;
- 4.7 to keep the Premises in good repair and condition but the Tenant need not repair to the extent that the cost of the repair is recovered under the Landlord's insurance policy for the Premises or to a higher standard of repair and condition than that evidenced by the attached schedule of condition;
- 4.8 to keep the Premises clean and tidy;
- 4.9 in the last six months of the Term to redecorate the Premises in a good and workmanlike way to the Landlord's reasonable satisfaction;
- 4.10 not to make any alterations or additions to the Premises (other than internal, non-structural alterations or additions which the Tenant may install with Landlord's consent not to be unreasonably withheld or delayed);
- 4.11 not to remove any fixtures or fittings from the Premises without the Landlord's prior consent (not to be unreasonably withheld);
- 4.12 not without the Landlord's consent (not to be unreasonably withheld) to display any sign or shopfront decorations on the outside the Premises;
- 4.13 not to assign, underlet, charge or part with or share possession or occupation of the whole or any part of the Premises;
- 4.14 not to do anything on the Premises that may constitute a nuisance, annoyance, damage or disturbance;
- 4.15 to comply with all statutory requirements relating to the Premises and any notices, regulations or byelaws made under them that might affect an occupier of the Premises;
- 4.16 not to make any planning application in respect of the Premises;
- 4.17 immediately on receipt to provide the Landlord with a copy of any notice or order served on the Premises;
- 4.18 to provide the Landlord with the Tenant's current fax and email address;

- 4.19 not to do anything that might make the insurance for the Premises void or voidable or that might cause the insurance premium to be increased;
- 4.20 to comply with any recommendations or requirements of the insurers of the Premises;
- 4.21 to pay to the Landlord a fair and reasonable proportion of the gross premium for insuring the Building;
- 4.22 to notify the Landlord immediately if any event happens against which the Landlord may have insured under this lease
- 4.23 to allow the Landlord to enter the Premises on 48 hours' notice at reasonable times for any purpose including: to inspect the Premises (including but not limited to for the purpose of carrying out intrusive surveys); to remedy any breach of this lease that the Tenant has failed within a reasonable time to remedy; to erect a sale or letting board; and to show prospective buyers or tenants around the Premises;
- 4.24 on the termination of this lease to remove all tenants' fixtures and fittings including any installed under clause 4.10 and to yield up the Premises with vacant possession, cleared of all tenant's goods, decorated and repaired and otherwise in accordance with the Tenant's obligations under this lease;
- 4.25 to pay to the Landlord all proper and reasonable costs incurred by the Landlord in relation to an application by the Tenant for consent under this lease;
- 4.26 to pay to the Landlord all costs incurred by the Landlord, and to indemnify the Landlord against all direct loss suffered by the Landlord, resulting from the Tenant's use or occupation of the Premises or from any breach of the Tenant's obligations under this lease (PROVIDED THAT the Landlord will use reasonable endeavours to mitigate its losses); and
- 4.27 on the date of this lease to make a contribution towards the Landlord's solicitors' fees in preparing and completing this lease of £3,000 (three thousand pounds) (inclusive of VAT).

## 5. Licencing Covenant

- 5.1 The Tenant covenants with the Landlord as follows:
  - 5.1.1 upon completion of this Lease to promptly apply for and at the Tenant's cost (which the Tenant Covenants to pay on demand) use all reasonable endeavours to transfer the Premises Licence to the Tenant in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed);
  - 5.1.2 within five Working Days of making the Licensing Application to provide the Landlord with a copy together with any documents supporting it;
  - 5.1.3 to keep the Landlord regularly informed as to the progress of the Licensing Application and within five Working Days of receiving the transferred Premises Licence to provide the Landlord with a copy;
  - 5.1.4 at all times to comply with the Licensing Act;
  - 5.1.5 at all times to comply with the terms of the Premises Licence and all regulations made by the Licensing Authority in respect of the Premises;
  - 5.1.6 not to do anything that may result in the Premises Licence becoming subject to Review or which may cause the Premises Licence to lapse;

- 5.1.7 to notify the Landlord immediately should the Premises Licence lapse due to any of the circumstances listed in section 27 of the Licensing Act and to give the Landlord such assistance as the Landlord may require to enable the Premises Licence to be transferred to the Landlord or to any person nominated by the Landlord;
  - 5.1.8 to produce immediately to the Landlord a copy of any notice received by the Tenant of an intention to carry out a Review;
  - 5.1.9 to produce immediately to the Landlord a copy of any notice in writing from the Licensing Authority or any of the Responsible Authorities which relates to the Premises Licence and which should be disclosed to the Landlord in order to ensure that the premises licence is maintained at all times;
  - 5.1.10 not without the Landlord's consent (not to be unreasonably withheld or delayed) to surrender or transfer the Premises Licence;
  - 5.1.11 not without the Landlord's consent (not to be unreasonably withheld or delayed) to apply to vary the Premises Licence except that the Tenant may without the Landlord's consent apply under section 37(1) of the Licensing Act to vary the Premises Licence to designate an individual as Premises Supervisor;
  - 5.1.12 on the expiry or earlier determination of this Lease to do everything necessary to facilitate the transfer of the Premises Licence to the Landlord or to any person nominated by the Landlord.
- 5.2 If the Tenant fails to comply with its obligations under paragraph 5.1.1 or 5.1.12, the Landlord may take any steps necessary to effect the transfer and the Tenant by way of security appoints the Landlord as its attorney for that purpose.

## 6. Landlord's covenant

The Landlord covenants with the Tenant that so long as the Tenant complies with its obligations under this lease the Landlord shall allow the Tenant to hold the Premises without interruption by the Landlord or any person claiming through or under the Landlord.

## 7. Insurance

- 7.1 Subject to the Tenant complying with its obligations under clauses 4.18 to 4.22 inclusive and subject to insurance for a particular risk being ordinarily available from a reputable insurer at rates that the Landlord considers reasonable, the Landlord shall insure the Building (including the Premises) against loss or damage by such insured risks as the Landlord considers appropriate for a sum that in the Landlord's opinion represents the cost of reinstating the Premises.
- 7.2 If the Premises are damaged so that they are incapable of occupation and use or are inaccessible either the Landlord or (subject to clause 7.3) the Tenant may serve notice on the other to terminate this lease with immediate effect and all insurance proceeds shall belong to the Landlord.
- 7.3 The Tenant's right to terminate under clause 7.2 shall not apply where the damage was caused as a result of an act of the Tenant.

## 8. Forfeiture

- 8.1 A **Forfeiting Event** is any of the following:
  - 8.1.1 the Tenant fails to pay any rents due under this lease within 21 days after they become due (whether formally demanded or not);



- 8.1.2 the Tenant or any guarantor commits a breach of any of its obligations under this lease;
  - 8.1.3 the Tenant or guarantor becomes insolvent; or
  - 8.1.4 an enforcement agent takes control of the Tenant's goods for the purposes of CRAR.
- 8.2 Whenever a Forfeiting Event exists the Landlord may re-enter the Premises at any time and the Term shall immediately end but without affecting any rights that the Landlord may have against the Tenant in respect of any breach by the Tenant of its obligations under this lease.

## **9. Allocation of rents**

- 9.1 If the Tenant makes a payment to the Landlord under this Lease the Landlord may appropriate the payment to a particular sum owed by the Tenant and the Landlord need not inform the Tenant of its decision to do so.

## **10. No implied rights**

Section 62 of the Law of Property Act 1925 shall not apply to this lease.

## **11. Notices**

- 11.1 Section 196 of the Law of Property Act 1925 shall (subject to clause 11.2) apply to any notice which may be served under this lease except that the final words of section 196(4) "and that service...be delivered" shall be deleted and replaced by "and that service shall be deemed to be made on the second working day after posting".
- 11.2 Service by email or fax is not a valid form of service save that the Landlord may for the purposes of CRAR serve notice on the Tenant by email or fax and if the Landlord does so service shall be deemed to have been received one hour after despatch to the fax or email address that the Tenant has most recently notified to the Landlord.

## **12. Contracts (Rights of Third Parties) Act 1999**

Nothing in this Lease confers or shall be deemed to confer on any person who is not a party to it a right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

## **13. Exclusion of sections 24 to 28 of the 1954 Act**

The Landlord and the Tenant declare that:

- 13.1 sections 24 to 28 (inclusive) of the 1954 Act do not apply to the tenancy created by this Lease;
- 13.2 before the Tenant entered into this Lease or (if earlier) became contractually bound to do so the Landlord served on the Tenant a notice in the form set out in schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (Order) and the Tenant made or caused to be made on its behalf a declaration in the form required by schedule 2 to the Order; and
- 13.3 the person who made the declaration was duly authorised by the Tenant to do so.

## **14. Execution as a deed**

This document has been executed as a deed but is not delivered until it has been dated.

**Schedule 1  
Exceptions**

1. Free and uninterrupted use of all Conducting Media that are in the Premises and serve the Building or any other adjoining property.
2. The right to carry out any alterations or other works to the Building or any other adjoining property (including erecting scaffolding) even if this affects the light and air enjoyed by the Premises or causes temporary nuisance or inconvenience to the Tenant.
3. The right in an emergency to pass through the Premises in accordance with any regulation or requirement of any competent authority.
4. The right of support and protection from time to time enjoyed by the Building or any other adjoining property.
5. All rights, easements, quasi easements and privileges to which the Premises are or may be subject.
6. the right at reasonable times and upon 48 hours' notice (except in emergency) to enter the Premises for any of the purposes mentioned in clause 4.23.

Executed as a deed by  
**CHARLIE PROPERTIES LIMITED**  
 acting by a director in the presence of:

Signature.....  
 Print name.....

Witness' signature:

Witness' name:

Address:

Occupation:

Executed as a deed by  
**PARENT SPEAK LIMITED**  
 acting by a director in the presence of:

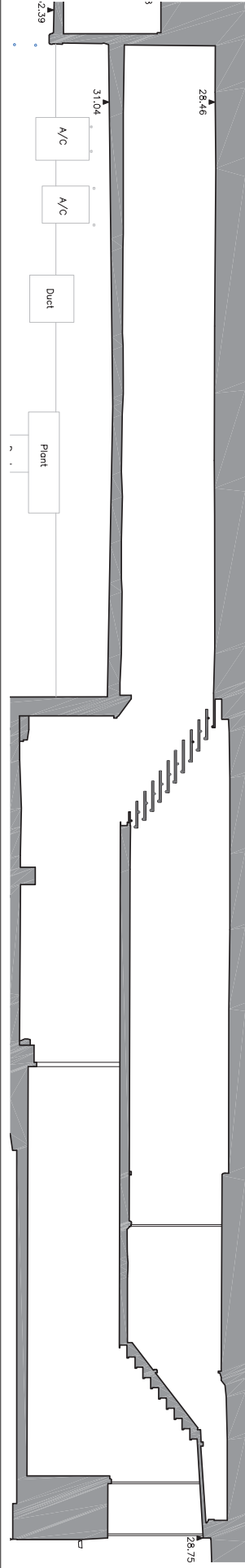
Signature.....  
 Print name.....

Witness' signature:

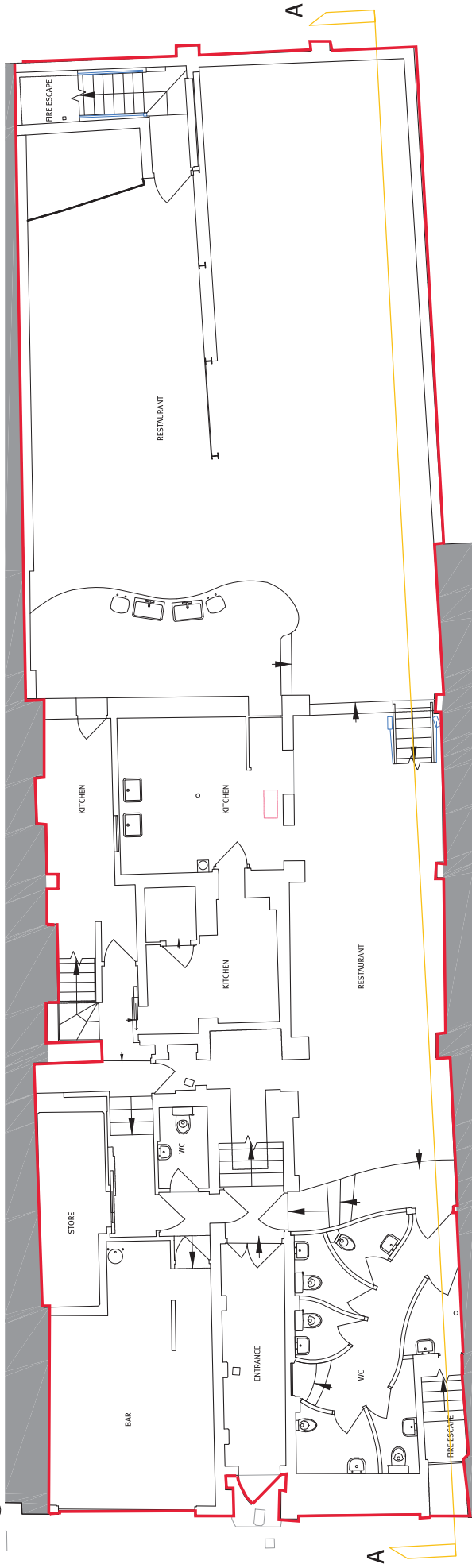
Witness' name:

Address:

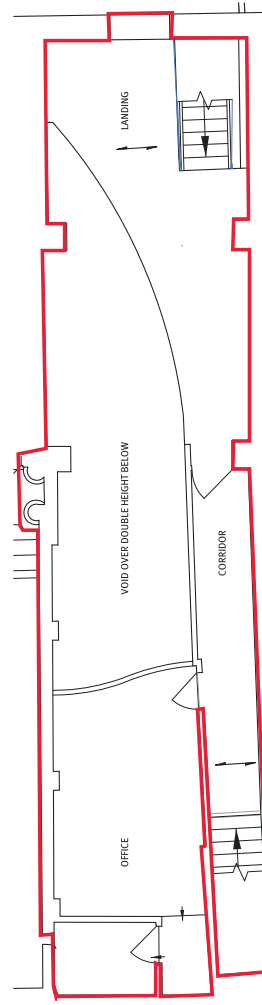
Occupation:



03. EXISTING SECTION A/A  
1:1500 @ A3



02. EXISTING GROUND FLOOR PLAN  
1:1500 @ A3



01. EXISTING FIRST FLOOR MEZZANINE PLAN  
1:1500 @ A3

<p><b>Project Name:</b> 72 Chalk Farm Road 1086_A_G900 JP_00 London</p> <p><b>Client:</b> Charlie Properties Ltd Old Station Road G10 4PL UK</p> <p><b>Status:</b> Information</p>	<p><b>Drawing Title:</b> EXISTING Plans and Section</p> <p><b>Date:</b> 17.12.2021</p> <p><b>Scale bar:</b> 0 5 10 20m</p> <p><b>Scale:</b> 1:1500 @ A3</p> <p><b>Revision:</b></p>	<p><b>3 10 studio architecture</b></p> <p>Brightlow Workspace 62 Beaminster Parade BS9 4HL TEL 01752 221 0098 info@3j10studio.co.uk www.3j10studio.co.uk</p> <p><b>RIBA</b> Chartered Practice</p>
<p><small>DISCLAIMER: This drawing is based on the information provided to the architect by the client. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided. The architect is not responsible for the accuracy of the information provided.</small></p>		