

London Borough of Camden, Town Hall Extension, Argyle Street, London, WC1H  
8EQ

**Premises Licence Summary**  
London Borough of Camden Licensing Authority

**Premises licence number**  
PREM-LIC3279

**Part 1 – Premises details**

**Postal address of premises, or if none, ordnance survey map reference or description**

Nunu  
130 CHARING CROSS ROAD  
LONDON  
WC2H 0LA

**Telephone number**

**Where the licence is time limited the dates**  
N/A

**Licensable activities authorised by the licence**

Late Night Refreshments: Yes

<b>Late Night Refreshments:</b>	
Monday	23:00 - 05:00
Tuesday	23:00 - 05:00
Wednesday	23:00 - 05:00
Thursday	23:00 - 05:00
Friday	23:00 - 05:00
Saturday	23:00 - 05:00

**The opening hours of the premises**

Monday	23:00 - 05:00
Tuesday	23:00 - 05:00
Wednesday	23:00 - 05:00
Thursday	23:00 - 05:00
Friday	23:00 - 05:00
Saturday	23:00 - 05:00

**Where the licence authorises supplies of alcohol whether these are on and/or off supplies**  
N/A

**AFFIDAVIT**

**We, Ahmed Abdullahi and Eslam Ghouneim** of the shop at 134 Charring Cross Road London WC2H 0LA solemnly and sincerely declare the following:-

- 1- We were the previous Tenants of the premises known as 130 Charing Cross Road London WC2H 0LA.
2. In January 2013 we surrendered our lease to the landlord for the property at 130 Charing Cross road London WC2H 0LA.
3. We operated a restaurant business (A3 use) on the property for more than 8 years.
4. We confirm that before we took over the lease, the property had been used as a Chinese restaurant under A3 Use for over 8 years, that means the use of the property as a Restaurant is more than 16 years.
5. When we took over the property, there was an existing extraction duct installed by the former Tenants, who run the Chinese Restaurant.
6. The extract duct was in installed and used for a total of 16 years before and during our occupation on the Property.

I make this declaration conscientiously believing the same to be true and by virtue of the Statutory Declaration Act 1835.

Declared by the said

**Ahmed Abdullahi**

**Eslam Ghouneim**

..........

..........

On This 17<sup>th</sup>..... day of April 2013

Before me

**Abdul Salam Seid Ahmed**

..........

A solicitor/Commissioner for Oaths

FREEMAN SOLICITORS LTD 60 BELL STREET LONDON NW1 6SP T: 020 7724 5855 F: 020 7724 3488 DX: 38771 PADDINGTON
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**Date:** 12 April 2013  
**Our Reference:** APP\PREMISES-TRANS\001068  
**Direct Phone Number:** 020 7974 5613  
**Fax Number:** 020 7974 1898  
**Contact:** Shelima Ahsan  
**Email:** ppp@camden.gov.uk

**Consumer Protection**  
London Borough of Camden  
Town Hall  
Argyle Street  
London WC1H 8EQ

Tel: 020 7278 4444 (Switchboard)  
Fax: 020 7974 1898  
DX: 2106 Euston

E-mail:  
ppp@camden.gov.uk  
www.camden.gov.uk

*Please quote our reference in any correspondence*

Sajway Lebanese Food Limited  
130 Charing Cross Road  
London  
WC2H 0LA

Dear Sir/Madam

**Licensing Act 2003**  
**Conversion Application**  
**Re: Nunu, 130 CHARING CROSS ROAD, LONDON WC2H 0LA**

The Licensing Authority has received documents to transfer a Premises Licence in respect of the above premises.

Unfortunately the consent form you have submitted is incorrect. Our records show that following a transfer application made in February 2011, the current licence holder is Tamer Moustafa and not Ahmed Abdullahi.

In order to transfer the licence, you will need to seek consent from Tamer Moustafa.

Although the application has been rejected, the fee of £23 has been processed to cover our administrative costs. I have enclosed a receipt for your records.

I am also returning your original application.

If you have any queries, or require further advice or assistance, please contact me on the above number.

Yours sincerely



Shelima Ahsan  
Customer Service Officer

Camden Licensing Authority

Town Hall Extension

Argyle Street

London WC1H 8EQ

17<sup>th</sup> April 2013

**Re: Transfer of Late opening License at 130 Charing Cross Road WC2H 0LA**

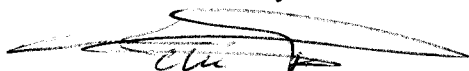
**Name of License Holder: Tamer Moustafa**

**D.O.B: 22<sup>nd</sup> December 1974**

I Tamer Moustafa of Flat 15 Godwine House London NW6 5SJ, I am the holder of the premises License PREM-LIC/3279. I hereby consent to the transfer of my premises license to Sajway Lebanese Food Limited

I confirm that I sold the above premises to Sajway Lebanese Food Limited on the 01<sup>st</sup> February 2013 and would kindly request the council to transfer this license to this company's name.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Tamer Moustafa', with a long horizontal flourish extending to the right.

Mr Tamer Moustafa

Dated

24 July

2008

**(1) CONSOLIDATED DEVELOPMENTS LIMITED**

**- and -**

**(2) MR AHMED ABULLAHI &  
MR ESLAM GHOUNEIN**

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**LEASE  
IN RESPECT OF  
GROUND FLOOR PREMISES  
AT 130 CHARING CROSS ROAD  
LONDON WC2H 0LA**

---

Mishcon de Reya  
Summit House  
12 Red Lion Square  
London WC1R 4QD  
Tel: 020 7440 7183  
Fax: 020 7404 2371  
Ref:54/DKH/13043.292  
E-mail: [davina.hay@mishcon.com](mailto:davina.hay@mishcon.com)

LR1. Date of lease : 24 July 2008

LR2. Title number(s) : LR2.1 Landlord's title number(s)  
NGL648333  
: LR2.2 Other title numbers  
N/A

LR3. Parties to this lease : Landlord  
CONSOLIDATED DEVELOPMENTS  
LIMITED (company reg. no. 2904116)  
whose registered office is at 17  
Devonshire Street, London, W1N 1FS  
: Tenant  
MR AHMED ABULLAHI and MR  
ESLAM GHOUNEIN of 130 Charing  
Cross Road London WC2H OLA

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.  
Ground floor premises at 130 Charing  
Cross Road, London WC2 as further  
described in Schedule 1

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:**

  - Leasehold Reform Act 1967
  - Housing Act 1985
  - Housing Act 1988
  - Housing Act 1996

None
- LR6. Term for which the Property is leased** : From and including 2008  
to and including 2013
- 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**

See clause 3.2

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

See clauses 3.4 and 3.5

**LR12. Estate rent charge** : None  
**burdening the Property**

**A. Principal Rent** : £30,000 per year (exclusive of Value Added Tax)

**B. Rent Commencement Date** : The date hereof

**C. Permitted Use** : Use as a café within Class A3 of the Town and Country Planning (Use Classes) Order 1987

**D. Building** : the land and building known as 130 Charing Cross Road London WC2H 0LA being part of the land shown for identification edged red on the attached plan and registered under title number NGL648333.

## 1. DEFINITIONS

1.1 The expressions **Landlord, Tenant, Property** and **Term** have the meanings given to them in clauses LR3, LR4 and LR6.

1.2 The expressions **Principal Rent, Rent Commencement Date, Permitted Use** and **Building** have the meanings given to them in clauses A to D.

1.3 These further definitions apply:

1.3.1 **Base Rate** means the base lending rate for the time being of a London clearing bank selected by the Landlord;

1.3.2 **Common Parts** means any entrances hallways passages staircases toilets lifts and other parts of the Building intended to be available



# H.M. LAND REGISTRY

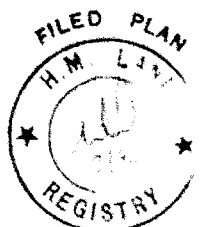
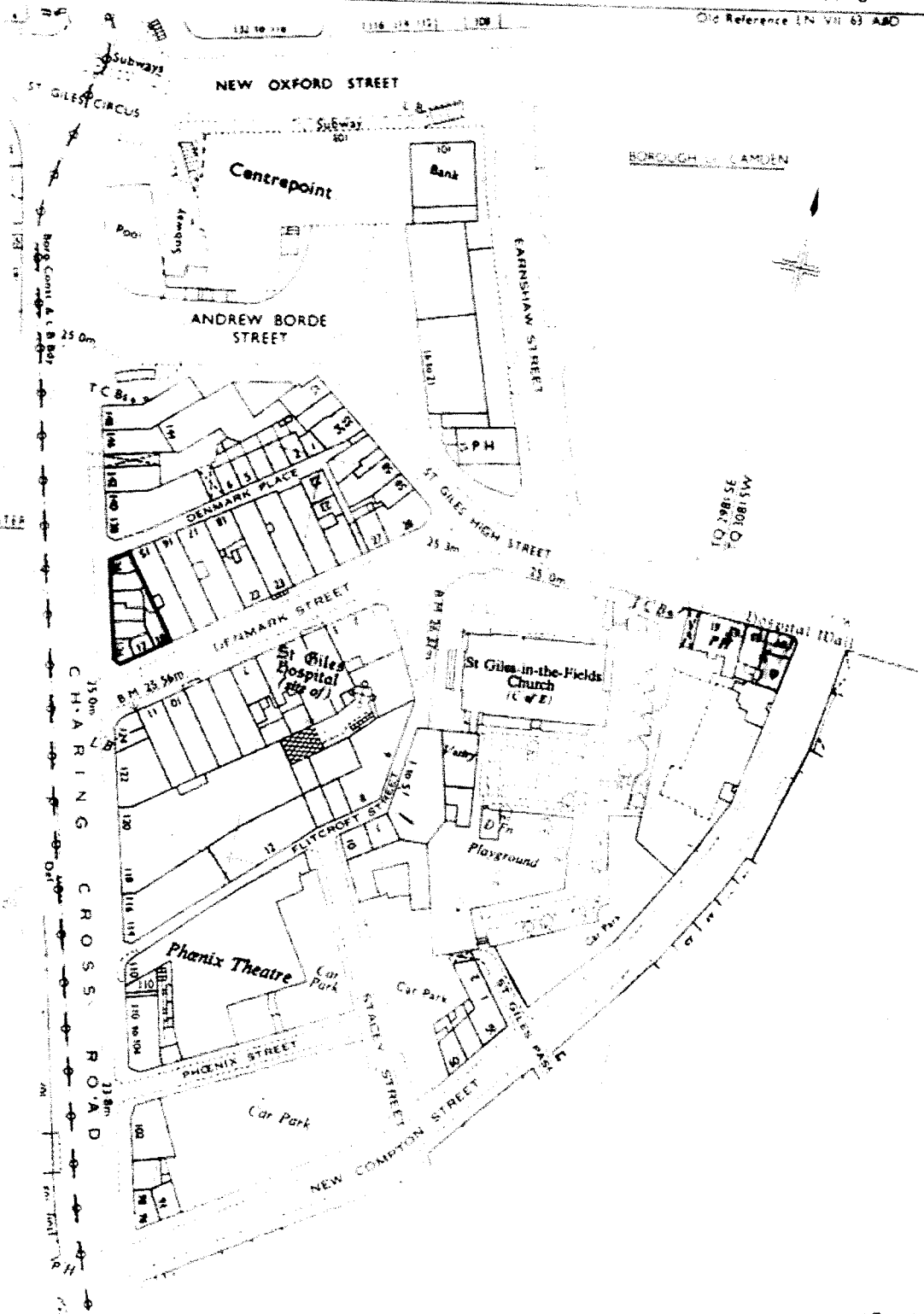
TITLE NUMBER

# NGL 648333

ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID	SECTION
	GREAT LONDON		TQ 2981	A D

Scale 1:1250

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Old Reference LN VII 63 A/D



for use by the Tenant in common with other occupiers of the Building and (where appropriate) any private roads footpaths forecourts and yards belonging with the Building;

1.3.3 **Fair Proportion** means a fair proportion appropriate to the Property or its use to be conclusively decided from time to time by the Landlord's surveyor acting reasonably and in good faith as an expert;

1.3.4 **Incumbrances** means the matters affecting the Property referred to in Schedule 2;

1.3.5 **Installations** means plant, machinery or equipment of any kind, including aerials, satellite dishes or other communications apparatus;

1.3.6 **Insured Risks** means loss or damage by fire explosion storm tempest aircraft and articles dropped from them in peacetime riot civil commotion terrorist activities malicious damage burst pipes overflows from water tanks subsidence, heave and such other risks as the Landlord may in good faith decide (but excluding any risks which are not insurable on reasonably commercial terms and subject to any excesses, exclusions or limitations imposed by the insurers in accordance with normal practice);

1.3.7 **Landlord** includes the person for the time being entitled to the immediate reversion to the Term;

1.3.8 **Legislation** means Acts of Parliament and the laws, regulations and directives of the European Union and in each case any subordinate legislation, and (except in respect of use classes) references to any specific Legislation include its existing or future amendments replacements and re-enactments;

- 1.3.9 **Outgoings** means existing and future rates, taxes, assessments and outgoings, statutory or otherwise, national or local, recurring or non-recurring, and even if novel;
- 1.3.10 **Rent Days** means 25 March, 24 June, 29 September and 25 December in each year;
- 1.3.11 **Service Charge** means the sums payable by the Tenant pursuant to the provisions of Clause 4.3;
- 1.3.12 **Service Media** means ducts flues gutters pipes drains sewers cables conduits wires and other media for conducting water soil gas electricity telephone telex and other electrical impulses air smoke and fumes and other similar things;
- 1.3.13 **Specified Rate** means three per cent per year above Base Rate;
- 1.3.14 **Structure** means (as applicable to the Building) foundations, roof, steel frame, concrete floor slabs, load-bearing columns, floor joists, roof supports, and load-bearing walls and external walls (whether or not load-bearing) and the external surfaces of the window frames in the external walls;
- 1.3.15 **Tenant** includes the Tenant's successors in title including personal representatives;
- 1.3.16 **VAT** means value added tax charged pursuant to the Value Added Tax Act 1994.

## 2. INTERPRETATION

- 2.1 Any non-load bearing walls separating the Property from another part of the Building shall be party and repairable as such;
- 2.2 When any party comprises two or more persons, they are liable under their obligations jointly and individually;

- 2.3 Each covenant by the Tenant not to do any act or thing includes a covenant that the Tenant shall not knowingly allow it to be done by any of the Tenant's subtenants, visitors, employees, independent contractors, or any other person under the Tenant's control;
- 2.4 The headings are only for convenience and are not to affect the interpretation of this Lease.
- 2.5 Words given by way of example or inclusion do not imply any limitation.
- 2.6 The parties to this agreement do not intend any of its terms to be enforceable by a third party (as defined in s.1 of the Contracts (Rights of Third Parties) Act 1999 other than the Landlord's and the Tenant's respective successors in title

### **3. GRANT OF LEASE**

- 3.1 The Landlord demises the Property to the Tenant for the Term at the Principal Rent.
- 3.2 The Tenant is granted the shared use of the Common Parts and the shared use of any Service Media which the Landlord owns or is entitled to use and which serve the Property, and the right to such shelter and support from other parts of the Building as the Property enjoys at the date of this Lease.
- 3.3 Apart from the rights granted by clause 3.2, the Tenant is not granted, and shall not become entitled to, any right of any kind over or from any other part of the Building or any adjacent Property.
- 3.4 The Property is demised subject to the Incumbrances, so far as they affect the Property, and all rights of the owners and occupiers of any adjoining or neighbouring property.
- 3.5 The Landlord reserves :
- 3.5.1 for the benefit of other parts of the Building and any adjoining or neighbouring property, the right to use any Service Media in the Property which are capable of serving them, and

3.5.2 the right where necessary to erect scaffolding on the outside of the Building for the purpose of exercising or carrying out the Landlord's rights and obligations under this Lease, but so that access to the Property shall not be prevented without causing any unreasonable inconvenience to the Tenant, and

3.5.3 the right to alter parts of the Building other than the Property including the right to alter the Common Parts but without permanently making the access to the Property materially less commodious and

3.5.4 the rights of entry mentioned in other provisions of this Lease.

#### **RENTS**

##### **Principal Rent**

The Tenant shall pay the Principal Rent, by equal payments in advance on the Rent Days, and proportionately for any part of a year. The Principal Rent is payable as from the Rent Commencement Date and the first payment is to be made on that date.

##### **Insurance contribution**

The Tenant shall pay to the Landlord, as additional rent, within fourteen days of demand, an amount equal to (1) a Fair Proportion of the costs properly incurred by the Landlord in insuring (other than for loss of rent) under clause 6.2, including the cost of insurance valuations, other than for loss of rent and (2) the whole of the costs properly incurred by the Landlord in insuring under that clause for loss of rent payable under this Lease.

##### **Service charge**

4.3.1 The Tenant shall pay to the Landlord, as additional rent, a Service Charge which shall be calculated and payable as set out in this clause;

- 4.3.2 The Service Charge is the Tenant's Fair Proportion of every amount (including professional fees, finance costs and any irrecoverable input VAT) from time to time incurred by the Landlord in performing its obligations under clause 6.3 of this Lease and in paying any Outgoings relating to the Common Parts and in providing any other services which, on principles of good estate management, the Landlord considers appropriate for the common benefit of the occupiers of the Building and including managing agents' fees (or, if the Landlord does not employ managing agents, a reasonable sum by way of a management charge);
- 4.3.3 The Tenant shall pay to the Landlord at such times as the Landlord may in good faith determine, as additional rent, within fourteen days of demand, such sums on account of the Service Charge as the Landlord or the Landlord's surveyor may estimate in good faith (and whether before or after the Landlord incurs the relevant costs);
- 4.3.4 The Landlord shall from time to time (but not less frequently than once every twelve months) give the Tenant a detailed statement showing the computation of the Service Charge since the start of the Term or the date at which the last statement was prepared, and within 21 days from receiving that statement the Tenant shall pay any shortfall between the Service Charge shown on the statement and any sums paid on account;
- 4.3.5 The Landlord shall keep proper records of the costs included in the Service Charge and in respect of each statement the Landlord (at its choice) shall either give the Tenant a reasonable opportunity to inspect the relevant records, invoices and receipts or give the Tenant a certificate signed by a chartered accountant stating that the sums set out in the statement are supported by records, invoices and receipts produced to him (and any such certificate shall be conclusive as to the matters it certifies);

4.3.6 Any dispute concerning the Service Charge shall be referred to arbitration in accordance with clause 7.2;

#### 4.4 VAT

4.4.1 The Tenant shall pay any VAT payable on the above rents, as additional rent, at the same time as the payment to which it relates;

4.4.2 If the Landlord is not entitled to recover its input VAT on any expenditure which the Tenant is liable to reimburse under the terms of this Lease, the Tenant shall also reimburse the irrecoverable VAT.

### 5. TENANT'S OBLIGATIONS

The Tenant covenants as follows:

#### 5.1 Rents

The Tenant shall:

5.1.1 pay the Principal Rent and other reserved rents on their due dates in accordance with clause 4 in each case without any deduction, counter-claim or set-off (other than any deduction required by Legislation);

5.1.2 if required by the Landlord, pay the Principal Rent by bank standing order or credit transfer to a bank account nominated by the Landlord.

#### 5.2 Interest on late payments

The Tenant shall pay interest, both before and after any judgment, on any rent or other sum payable to the Landlord under this Lease which the Tenant fails to pay within fourteen days of the due date. The interest is to be paid on demand and will be calculated at the Specified Rate from the due date until actual payment, unpaid interest being compounded on the usual Rent Days.

### 5.3 **Outgoings**

5.3.1 The Tenant shall promptly pay all Outgoings relating to the Property or its occupiers but not tax (other than VAT on the rents paid pursuant to the provisions of this Lease) on the Landlord's rental income or tax on the Landlord's dealings with its reversion. If any sums payable by the Tenant relate to both the Property and other property, the Tenant shall pay a Fair Proportion.

5.3.2 If the Tenant obtains empty property relief in respect of any of those Outgoings during the Term, the Tenant shall indemnify the Landlord to the extent to which, as a consequence, the Landlord is denied such relief after the end of the Term Provided That this indemnity shall not apply to any such relief which the Tenant obtains before it goes into occupation of the Property.

### 5.4 **Payment for services and supplies**

The Tenant shall promptly pay for all gas, water and electricity consumed and all telephone, and similar services used on the Property.

### 5.5 **Repairs and other works**

The Tenant shall :

5.5.1 keep the Property in no better repair and condition than is evidenced by the attached Schedule of Condition and clean and tidy throughout the Term;

5.5.2 carry out any works to the Property required or recommended by the insurers of the Property or a statutory authority for protection against fire and other risks;

5.5.3 replace (with replacements of at least the same quality) any Landlord's fixtures and fittings which become damaged beyond economic repair;



- 5.5.4 replace any glass which becomes damaged and insure any plate glass with reputable insurers in its full replacement cost in the joint names of the Tenant and the Landlord and produce the policy and the premium receipts to the Landlord on demand;
- 5.5.5 immediately on becoming aware of it, give notice to the Landlord of any damage or destruction by Insured Risks or anything else which the Landlord is liable to remedy under the Landlord's covenants in this Lease;
- 5.5.6 indemnify the Landlord in respect of all liabilities, costs, claims, proceedings, actions and expenses arising directly or indirectly out of the condition of the Property or its use by or any other act or omission of the Tenant or a subtenant or any other person under the Tenant's control;

but the obligations under 5.5.1 to 5.5.3 above do not require the Tenant to repair or remedy any damage caused by any Insured Risks unless the insurers refuse to pay all or any part of the policy moneys because of any act or omission of the Tenant or its employees agents or subtenants or carry out any works the result of which would be to put the Property in a better state of repair or condition than is evidence by the attached schedule of condition.

## 5.6 **Legislation and Statutory Consents**

The Tenant shall :

- 5.6.1 comply with all existing and future Legislation and any planning permissions and other statutory consents applicable to the Property and its use;
- 5.6.2 immediately give to the Landlord a copy of, and take all necessary steps to comply with, every notice order or proposal relating to the Property or its use received by the Tenant from any government department or local or public authority under any Legislation;

5.6.3 if the Landlord reasonably requires, join with the Landlord in making objections or representations against any notice order or proposal relating to the Property or its use;

5.6.4 indemnify the Landlord against all liabilities in respect of any breach of the above obligations.

## 5.7 Alterations and Signs

5.7.1 The Tenant shall not alter or add to the Property so as to:

- (a) affect the outside appearance of the Property,
- (b) reduce the lettable floor area of the Property,
- (c) unite the Property with any other property,
- (d) block up or obstruct any outside doors or windows,
- (e) stop off or affect the working of any Service Media, or
- (f) affect any part of the Structure.

5.7.2 The Tenant shall not make any other alterations or additions to the Property without the Landlord's written approval, which the Landlord shall not unreasonably withhold. If approval is given for any such works, the Tenant shall carry them out in a good and workmanlike manner in compliance with all relevant Legislation, and shall reinstate the Property at the end of the Term if the Landlord requires, and shall make good any damage caused to the Property.

5.7.3 The Tenant shall not erect or display any signs, notices or advertisements which are visible outside the Property without the Landlord's written approval which the Landlord shall not unreasonably withhold in the case of normal business signs to be displayed at the entrance to the Property.

## 5.8 Installations and Overloading

The Tenant shall not:

- 5.8.1 install any Installations outside the Property;
- 5.8.2 install any Installations inside the Property other than those appropriate to the Permitted Use;
- 5.8.3 overload any part of the floors, walls, ceilings or other structures of the Property;
- 5.8.4 overload the Service Media in or serving the Property or the Building;
- 5.8.5 install any heavy, noisy or vibrating Installations without the Landlord's written approval.

## 5.9 Notice to carry out works

If the Landlord serves on the Tenant a written notice specifying any works required to comply with any of the Tenant's obligations under this Lease:

- 5.9.1 the Tenant shall start those works within two months (or immediately in emergency) and then diligently proceed with them and shall complete them to the Landlord's reasonable satisfaction;
- 5.9.2 if the Tenant fails to comply with any part of 5.9.1 above, the Landlord may enter the Property and carry out or complete the works, in which case the Tenant shall pay to the Landlord, as a debt due on demand, the costs so incurred by the Landlord including (but not limited to) legal costs, surveyors' and architects' and other professional fees, insurance premiums and other expenses and any irrecoverable VAT.

## 5.10 Use of the Property

The Tenant shall use the Property only for the Permitted Use, but the Tenant shall not:

- 5.10.1 do or bring anything in or on the Property which is or becomes a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property;
- 5.10.2 use the Property for any illegal or immoral purpose;
- 5.10.3 hold any auction sale or public exhibition or public or political meeting on the Property;
- 5.10.4 use the Property for gaming or for playing amusement machines or for sleeping or for residential purposes;
- 5.10.5 stand anything outside the Property;
- 5.10.6 cause or permit any toxic, contaminative, hazardous or dangerous substances to be on, or to escape or be discharged from, the Property;
- 5.10.7 use any of the Common Parts in any unreasonable or improper manner or contrary to any regulations reasonably imposed by the Landlord and notified to the Tenant in writing;
- 5.10.8 do or bring anything in or on the Property or the Building which may invalidate any insurance policy relating to the Property or which may increase the premium payable for that insurance.

**5.11 Assignment and Underletting**

- 5.11.1 The Tenant shall not assign, sublet, charge or part with possession of or share occupation of the whole or any part of the Property, except by an assignment complying with clause 5.11.2 or a sublease complying with clause 5.11.4 or a sharing complying with clause 5.11.5
- 5.11.2 The Tenant shall not assign the whole of the Property unless:

- (a) the assigning Tenant obtains the Landlord's written approval, which the Landlord shall not (subject to clause 5.11.3) unreasonably withhold or delay, and
- (b) the assigning Tenant gives the Landlord an authorised guarantee agreement in a form reasonably required by the Landlord in accordance with s.16 of the Landlord and Tenant (Covenants) Act 1995, and
- (c) any guarantor of the liabilities of the assigning Tenant under this Lease gives the Landlord a guarantee of the liabilities of the assigning Tenant under that authorised guarantee agreement in a form reasonably required by the Landlord, and
- (d) The assignee gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the assignee covenants to pay the rents and observe and perform the Tenant's obligations under this Lease for the residue of the term or until earlier release of the assignee by operation of that Act.

5.11.3 The Landlord may refuse to approve a proposed assignment in (but not limited to) any of the following circumstances :

- (a) there are material subsisting breaches of the Tenant's obligations under this Lease;
- (b) the Landlord reasonably considers that the proposed assignee is not of sufficient financial standing to enable it to comply with the Tenant's obligations under this Lease;

and any dispute under this clause 5.11.3 shall be determined by arbitration under clause 7.2

5.11.4 The Tenant shall not sublet the whole of the Property unless:

- (a) the Tenant obtains the Landlord's written approval, which the Landlord shall not unreasonably withhold or delay, and
- (b) the rent payable under the sublease is :
  - (i) not less than the open market rent (without payment of a premium or other inducement) and
  - (ii) payable not more than one quarter in advance, and
  - (iii) (if the term of the sublease extends beyond a Rent Review Date under this Lease) subject to review on the same dates and on the same basis as under this Lease, and
- (c) the terms of the sublease are similar to, and not less onerous than, the terms of this Lease but do not permit the subtenant to sublet, and
- (d) the subtenant gives the Landlord a direct covenant in a form reasonably required by the Landlord in which the subtenant covenants :
  - (i) to observe and perform the Tenant's obligations under the sub-lease (other than the obligation to pay rent) throughout the term of the sublease or until earlier release of the subtenant by operation of the Landlord and Tenant (Covenants) Act 1995;
  - (ii) not to assign part only of the sublet Property or sublet the whole or part of the sublet Property;
  - (iii) not to assign the whole of the sublet Property without the Landlord's written approval (which shall not be unreasonably withheld); and

(iv) to procure that any permitted assignee of the sub-tenant give the Landlord a direct covenant on the same terms as clause 5.11.4(d)(i)

(e) the sub-tenancy is validly excluded from sections 24 to 28 of the Landlord and Tenant Act 1954

5.11.5 A Tenant or subtenant which is a limited company may (by way of licence but not subletting) share occupation of the Property with another company in the same group as itself, "group" having the same meaning as in s.42(1) of the Landlord and Tenant Act 1954.

5.11.6 The Tenant shall give the Landlord's solicitors, within four weeks, written notice of any assignment, mortgage, devolution on death or bankruptcy, or subletting of the Property and a copy of every relevant document, and pay a registration fee of Thirty Pounds (exclusive of VAT) per document.

5.11.7 If the Tenant sublets the Property, the Tenant shall use best endeavours to compel the subtenant to comply with the terms of the sublease and shall not agree to or acquiesce in any reduction of any of the obligations of the subtenant.

## 5.12 **Rights of entry**

The Tenant shall allow the Landlord and others authorised by the Landlord:

5.12.1 at reasonable times after giving the Tenant reasonable prior notice (or at any time without notice in emergency) to enter the Property for the following purposes:

- (a) to inspect its state and condition,
- (b) to show it to prospective purchasers or (during the last six months of the Term) to prospective tenants,
- (c) to value it for insurance or rent reviews,

- (d) to inspect, repair, maintain, renew or alter any adjacent property or any Service Media serving it but causing as little disturbance to the Tenant or a subtenant as possible and making good all damage caused to the Property;
- (e) to carry out works which the Landlord is obliged or permitted to carry out under other provisions of this Lease;
- (f) for any other reasonable and proper purposes;

5.12.2 during the last six months of the Term, to display a notice for re-letting the Property in a reasonably suitable place on the outside of the Property.

### 5.13 End of Term

At the end of the Term (however it may end) the Tenant shall:

- 5.13.1 give vacant possession of the Property to the Landlord in the condition required of the Tenant by this Lease;
- 5.13.2 remove from the Property the Tenant's and any subtenant's fixtures and fittings and anything else belonging to the Tenant or a subtenant including any signs and advertisements and make good all damage caused to the Property by their removal.
- 5.13.3 without affecting its obligations under sub-clauses 5.13.1 and 5.13.2, be deemed to authorise the Landlord to sell, as agent for the Tenant, and to account to the Tenant for the net sale proceeds of, anything which the Tenant fails to remove under those obligations, and the Tenant shall indemnify the Landlord against the costs of removal storage and sale and against any liability arising out of the sale
- 5.13.4 procure the cancellation of any registration of this Lease if the Lease has been registered at HM Land Registry or has been noted against the Landlord's registered title and the Tenant shall keep the



Landlord indemnified against the costs incurred by the Landlord in cancelling such registrations if the Tenant shall have failed to do so.

#### 5.14 Reimbursement of Costs

The Tenant shall pay, on a full indemnity basis, all costs, charges and expenses (including proper legal costs, surveyors' fees and other professional charges and any irrecoverable VAT) which may be incurred by the Landlord in connection with any of the following:

- 5.14.1 any application by the Tenant to the Landlord for an approval or consent, whether or not it is given (except where it is unlawfully withheld);
- 5.14.2 any application by the Tenant to the Landlord for the preparation of any deed or document which under the provisions of this Lease is to be in a form required (or reasonably required) by the Landlord;
- 5.14.3 the preparation, service and enforcement of any notice of a breach of the Tenant's obligations under this Lease including any notice under section 146 or 147 of the Law of Property Act 1925 or under the Leasehold Property (Repairs) Act 1938, even if forfeiture (if applicable) is avoided otherwise than by relief granted by the Court;
- 5.14.4 the preparation, service and enforcement of any schedule of dilapidations relating to the condition of the Property during the Term or at the date on which it ends (however it may end);
- 5.14.5 the preparation and service of any notice under the Landlord and Tenant (Covenants) Act 1995 relating to liabilities arising under or in relation to this Lease;
- 5.14.6 the recovery or attempted recovery of arrears of rent and other sums due under this Lease or the enforcement or attempted

enforcement of remedies for breach of the Tenant's covenants in this Lease.

#### **5.15 Damage or destruction**

If the whole or any part of the Building is damaged or destroyed, the Tenant shall pay to the Landlord within seven days of demand :

5.15.1 a sum equal to a Fair Proportion of any uninsured excess under the terms of the insurance maintained under clause 6.2.1,

5.15.2 a sum equal to the whole of any insurance monies which are irrecoverable due to a breach of clause 5.10.8.

#### **5.16 Incumbrances**

The Tenant shall comply with the Incumbrances so far as they affect the Property and shall indemnify the Landlord against any non-compliance.

### **6. LANDLORD'S OBLIGATIONS**

The Landlord covenants with the Tenant as follows (but no person shall be liable as Landlord in relation to any time after he transfers his interest in the Property):

#### **6.1 Quiet Enjoyment**

If and as long as the Tenant pays the rents reserved by this Lease and complies with the Tenant's obligations under this Lease, the Landlord shall give the Tenant exclusive possession of the Property during the Term without any lawful interference by the Landlord or any person deriving title under or in trust for the Landlord.

#### **6.2 Insurance**

##### **6.2.1**

- (a) The Landlord shall insure the Building (excluding tenant's and trade fixtures and fittings and excluding any plate glass

other than in the Common Parts) with reputable insurers or underwriters through an agency selected by the Landlord from loss or damage by the Insured Risks in the full cost (including VAT) of clearance and reinstatement and including professional services and three years' loss of the Principal Rent under this Lease and third party liability;

- (b) The Landlord shall produce evidence of the insurance to the Tenant on reasonable request;
- (c) In the event of damage or destruction due to any Insured Risks then, subject to receiving the insurance monies and payment by the Tenant of any uninsured excess, and subject to obtaining all necessary statutory and other consents (which the Landlord shall endeavour to obtain as soon as practicable), the Landlord shall rebuild and reinstate the Property, provided that the Property as rebuilt or reinstated shall not be materially smaller or less suitable for the Permitted Use than before the damage or destruction but need not be identical.

6.2.2 The Tenant shall not be liable for any damage by Insured Risks except under clause 5.15.

6.2.3 The Landlord's obligations under clause 6.2.1 shall not apply if the Tenant is in breach of clause 5.10.8.

### **6.3 Landlord's Services**

6.3.1 The Landlord shall keep in good and substantial repair the Structure of the Building and the Common Parts;

6.3.2 The Landlord shall keep the Common Parts clean and (in the case of internal Common Parts) suitably furnished, in good decorative condition and suitably lighted;

6.3.3 The Landlord shall keep any toilets comprised in the Common Parts suitably serviced and provided with hot and cold water

**6.4 No Implied Obligations**

This Lease does not impose any obligations on the Landlord except those expressly set out in this Lease.

**7. MISCELLANEOUS**

**7.1 Damage or destruction**

If the Building is damaged or destroyed by any of the Insured Risks so as to render the whole or any part of the Property inaccessible or incapable of beneficial use and occupation then (unless the insurers refuse to pay the insurance monies because of a breach of clause 5.10.8) :

7.1.1 the Principal Rent reserved by this Lease, or a Fair Proportion of it according to the nature and extent of the destruction or damage, shall immediately cease to be payable by the Tenant until the damaged or destroyed parts are fully rebuilt or reinstated in accordance with clause 6.2.1(c) or (if earlier) until the expiration of three years from the occurrence of such destruction or damage;

7.1.2 if the Property has not been rebuilt or reinstated in accordance with clause 6.2.1(c) so as to render it fully accessible and capable of beneficial use and occupation by the end of those three years, or if rebuilding or reinstatement is impossible or unlawful, either the Landlord or the Tenant (but not a party which is in default of its own obligations relating to the rebuilding or reinstatement or the payment of its cost) may end the Term of this Lease by giving immediate written notice to the other, in which event the Term shall absolutely determine (but without prejudice to the accrued rights or remedies of either party) and the insurance monies shall wholly belong to the Landlord (except that where the sum insured has been increased, at the Tenant's request and cost, to include the

rebuilding cost of any improvements to the Property made by the Tenant at the Tenant's own cost and not under an obligation to the Landlord, the increased part of the insurance monies shall be paid to the Tenant);

and any dispute under this clause shall be referred to arbitration under clause 7.2.

## 7.2 **Arbitration**

Any dispute arising under clauses 4.3.6 or 5.11.3 shall be referred to an independent chartered surveyor to be appointed jointly by the Landlord and the Tenant or (in the absence of a joint appointment) at the request of either the Landlord or the Tenant by the President for the time being of the Royal Institution of Chartered Surveyors and the independent surveyor shall act as an arbitrator in accordance with Part I of the Arbitration Act 1996.

## 7.3 **Interruption of Services**

The Landlord is not liable for loss, damage or inconvenience arising out of any interruption in the use of Service Media or Common Parts or in the provision of any service by the Landlord due to maintenance, repair, renewal or alteration or anything beyond the Landlord's control.

## 7.4 **Forfeiture**

7.4.1 The Landlord may re-enter upon the Property (or any part of it as if re-entering the whole) if :

- (a) any of the reserved rents are at any time unpaid for twenty-one days or more after becoming payable (whether lawfully demanded or not), or
- (b) any of the Tenant's obligations under this Lease are not performed or observed, or
- (c) any Tenant or any Guarantor (being an individual) becomes bankrupt or (being a company) materially reduces its share

capital or its net tangible assets or enters into liquidation whether voluntary or compulsory (unless for the purpose of reconstruction or amalgamation not involving a material reduction of its share capital or its net tangible assets) or is struck off the Register of Companies or has a receiver or administrative receiver appointed over any of its assets or an administration application shall be made or an administrator appointed or (in either case) makes any assignment for the benefit of creditors or enters into an agreement or makes any arrangement with creditors for the liquidation of debts by composition or otherwise or suffers any distress or process of execution.

7.4.2 If the Landlord enters the Property under this power, the Term will absolutely determine but the Landlord will retain any right of action against the Tenant for breaches of the Tenant's obligations under this Lease prior to the determination.

#### 7.5 Notices

Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 applies to notices served under this Lease and (so far as the law permits) to notices in respect of the Property served under the Law of Property Act 1925, the Landlord and Tenant Act 1954, the Leasehold Property (Repairs) Act 1938 and the Landlord and Tenant (Covenants) Act 1995.

#### 7.6 Landlord and Tenant Act 1954

The provisions for compensation contained in Section 37 of the Landlord and Tenant Act 1954 are excluded so far as that Act permits.

7.6.1 The parties to this Lease confirm that:

- (a) The Landlord served a notice on the Tenant on  
[ 17 July 2008 ] as required by Section

38(A)(3)(a) of the Landlord & Tenant Act 1954 ("the 1954 Act") and which applies to the tenancy created by this Lease before this Lease was entered into ; and

- (a) *The Tenant* ~~who was duly authorised by the Tenant to do so~~ made a statutory declaration dated *18 July* 2008 in accordance with the requirements of Section 38(A)(3)(b) of the 1954 Act.
- (b) The parties to this Lease agree that the provisions of Section 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease

#### 7.7 Landlord's Break Clause

If the Landlord wishes to determine this Lease at any time during the Term and the Landlord gives to the Tenant not less than six months prior notice in writing to that effect (as to which time shall be of the essence) then this Lease shall determine and the Term shall end upon the expiry of such notice but without prejudice to the rights and remedies of the Landlord in respect of any antecedent breach non-observance or non-performance of any of the Tenant's covenants or the conditions contained in this Lease

### SCHEDULE 1

(the Property)

The ground floor premises of the Building including each and every part of it and all additions made in or to it at any time during the Term and all landlord's fixtures and fittings but does not include any part (other than internal finishes and doors and shop front and windows) of the Structure of the Building or any Service Media which serve other parts of the Building.

**SCHEDULE 2**

(Incumbrances)

All matters (other than mortgages) referred to in the Property and Charges Registers  
of title no. NGL 648333

EXECUTED AS A DEED by )  
**CONSOLIDATED DEVELOPMENTS** )  
**LIMITED** and signed by two duly )  
authorised officers on its behalf: )

Director

Director/Secretary



*Enders*