

**DATED**

*29th October*

**2020**

**JOSEPH ALBERT THOMAS & PATRICIA MAY THOMAS**

**AND**

**GAIL BRACE**  
**T/A BEYOND BEAUTY RETREAT**

**COUNTERPART  
L E A S E**

- of -

**Unit 1 Meadowview Industrial Estate, Ruckinge, Kent**

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HALLETT & CO SOLICITORS  
11 BANK STREET  
ASHFORD  
KENT TN23 1DA



**THIS LEASE** dated the

29<sup>th</sup>

day of

October

Two thousand

and twenty  
**BETWEEN:-**

- (1)** The Landlord **JOSEPH ALBERT THOMAS & PATRICIA MAY THOMAS** both of Rosehaven Bourne Lane Hamstreet Ashford Kent TN26 2HH and whoever for the time being owns the interest in the Property which gives the right to possession of it when the Lease ends
- (2)** The Tenant **GAIL BRACE** 11 Belle View Close New Romney Kent TN28 8AF Trading as **BEYOND BEAUTY RETREAT** of Unit 1 Meadowview Industrial Estate Hamstreet Road Ruckinge Kent TN26 2NR and whoever for the time being is entitled to the Property under this Lease

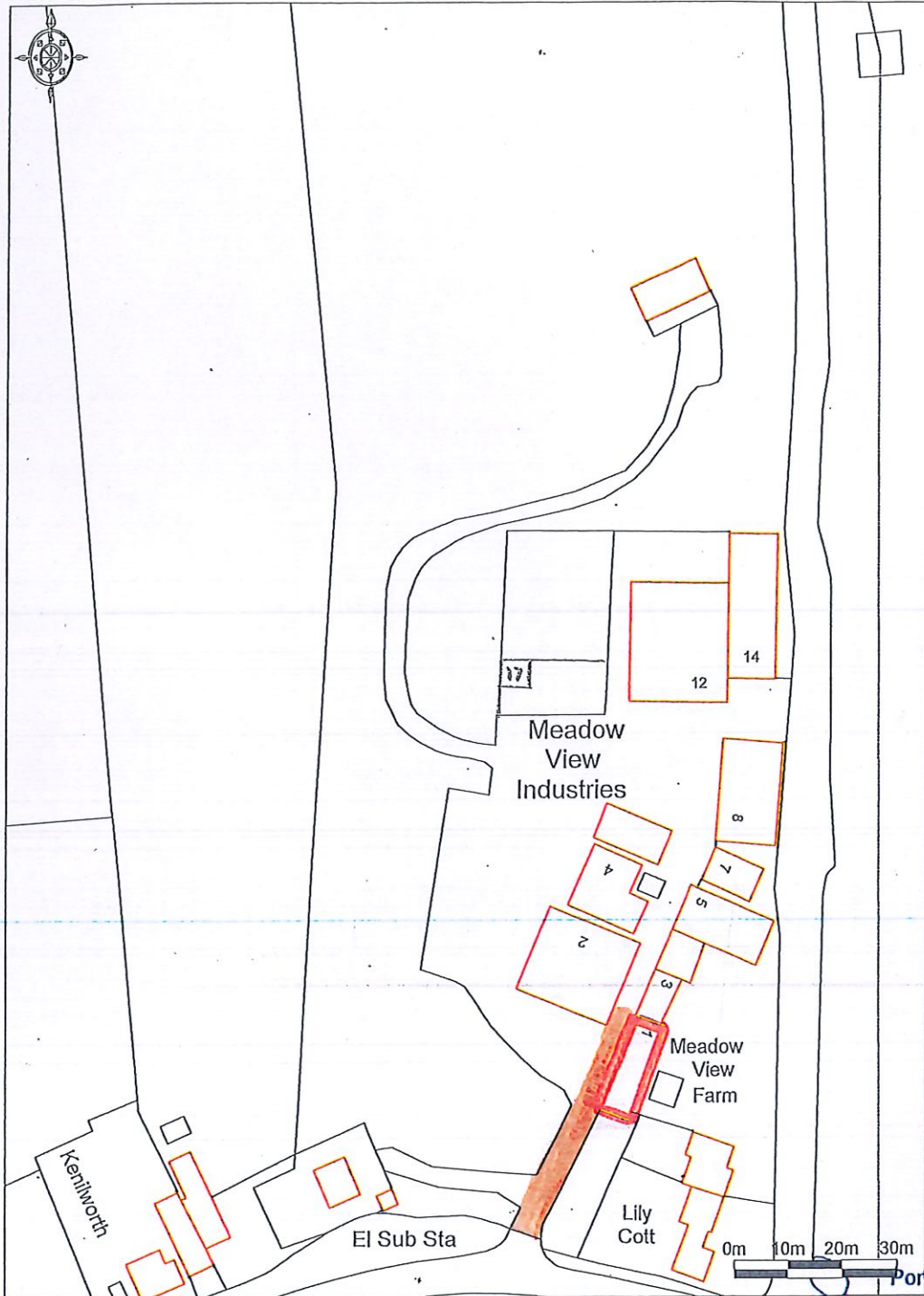
**1. DEFINITIONS AND INTERPRETATION**

**IN** this Lease:-

- 1.1** Whenever there is more than one tenant all their obligations can be enforced against all the tenants jointly and against each individual
- 1.2** A reference to an Act of Parliament refers to that Act as it applies at the date of this Lease and any later amendment or re-enactment of it
- 1.3** "Interest" means a payment at four per cent above the published base rate of Barclays Bank plc compounded on each quarter day and paid both before and after judgement or arbitration award. If another bank succeeds to the business of that bank the name of the successor is to be substituted for it. If the named bank ceases to trade in other circumstances the Landlord may nominate any member of the Banker's Clearing House to take the place of the named bank
- 1.4** A right given to the Landlord to enter the Property extends to any superior landlord and to anyone the Landlord authorises in writing to enter and includes the right to bring workmen and appliances onto the Property for the stated purpose
- 1.5** Authority given to a person to enter the Property after giving notice extends if the circumstances justify it to entry after giving less notice than specified or without giving any notice

- 1.6** "the Common Parts" are those parts of the Development intended for use by some or all of the tenants of the Development and others authorised by the Landlord
- 1.7** "the Development" means the land and premises forming the Landlord's Meadowview Industrial Estate Hamstreet Road Ruckinge Ashford Kent
- 1.8** "the Property" means the interior of the premises known as Unit 1 Meadowview Industrial Estate Ruckinge Kent shown edged red on the plan annexed hereto ("the Plan")
- 1.9** Any obligation to pay money refers to a sum exclusive of value added tax ("VAT") and any VAT charged on it is payable in addition
- 1.10** "the Permitted Use" means the use in connection with the Tenant's business of a beauty salon only or another use to which the Landlord gives his consent which may not unreasonably be withheld
- 1.11** "the hours of use" means 7.00am to 7.00pm on Monday to Saturday inclusive but excluding Sundays and Bank Holidays
- 1.12** "the Tenant's Proportion" means a fair proportion of total expenditure as stipulated in writing from time to time by the Landlord or its agent taking into account the size and number of units on the Development
- 1.13** "the interior" means the internal coverings of the walls of the Property the floor and ceiling finishes of the Property and the doors doorframes windows and window frames of the Property
- 1.14** Gender and number  
Words importing one gender are construed as importing any other gender; words importing the singular are to be construed as importing the plural and vice versa
- 1.15** Headings  
The clause headings do not form part of this Deed and must not be taken into account in its construction or interpretation
- 2. IN** exchange for the obligations taken by the Tenant:-  
The Landlord lets the Property to the Tenant for six years starting on and including the 29<sup>th</sup> day of October 2020 and expiring on the 28<sup>th</sup> day of October 2026 ("the Lease Period") for the Permitted Use the Tenant paying the Landlord without any deduction or





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Meadow View Industrial Estate, Ruckinge, Kent





set-off for the first three years of the Lease Period the rent at the rate of **SIX THOUSAND FIVE HUNDRED POUNDS (£6,500.00)** per annum and for the remainder of the Lease Period such rent as shall be ascertained in accordance with the Second Schedule hereto (and in each case plus Value Added Tax if applicable) the said rent to be payable by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the day before the quarter day next after the date of this Lease to be paid on the date of this Lease.

### **3. TENANT'S OBLIGATIONS**

#### **3.1 Payments**

The Tenant is to pay the Landlord or its agent as appropriate:-

- 3.1.1** the rent on the dates herein provided for payment and the following sums on demand:-
- 3.1.2** the service charge in accordance with clause 3.3 (and this is to be paid as rent)
- 3.1.3** the Tenant's proportion of the premium payable for the insurance of the Development under clause 5.2
- 3.1.4** the costs and expenses (including professional fees) of any works to the Property which the Landlord does after the Tenant defaults
- 3.1.5** the costs and expenses (including professional fees) which the Landlord incurs in:-
  - (a)** dealing with any application by the Tenant for consent or approval whether or not it is given
  - (b)** preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925 even if forfeiture of this Lease is avoided without a Court Order
  - (c)** preparing and serving Schedules of Dilapidations either during the Lease Period or within three months after the end of the Lease Period recording failure to give up the Property in the appropriate state of repair when this Lease ends
- 3.1.6** electricity consumed in the Property

**3.1.7** interest on any of the above payments when more than 14 days overdue to be calculated from its due date

And in making payments under this clause:-

- (a)** nothing is to be deducted or set-off
- (b)** any Value Added Tax payable is to be added

**3.2** The Tenant is also to make the following payments with Value Added Tax where applicable:-

**3.2.1** all periodic rates taxes and outgoings relating to the Property including any imposed after the date of this Lease (even if of a novel nature) to be paid promptly to the authorities to whom they are due

**3.2.2** a reasonable registration fee for each document which the Lease requires the Tenant to register to be paid to the Landlord's Solicitors when presenting the document for registration

**3.3** **Service Charge**

The Landlord and Tenant agree that:-

**3.3.1** the service charge is the Tenant's Proportion of each item of the service costs

**3.3.2** the service costs:-

- (a)** are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clause 5.3
- (b)** include the reasonable charges of any agent contractor consultant or employee the Landlord engages to provide services
- (c)** include interest on sums the Landlord borrows to discharge the Landlord's obligations under clause 5.3

**3.3.3** The Tenant is to pay the Landlord an interim payment on account of the service charge by an annual payment in advance within 21 days of receiving a written demand from the Landlord or its agent setting out how it is calculated

**3.3.4** An interim payment is to be the Tenant's Proportion of what the service costs are reasonably likely to be in the service charge year of account referred to in the written demand

**3.3.5** The Landlord is to keep full records of the service costs and at least once a year to send the Tenant an account setting out for the period since the beginning of the Lease Period or the last account as the case may be:-



- (a) the amount of service costs the receipts relating to which the Tenant shall be entitled to inspect and copy upon reasonable notice
- (b) service charge the Tenant is to pay
- (c) the total of any interim payments the Tenant has paid
- (d) the difference between the interim payment and the service charge

**3.3.6** Within 21 days after the Tenant receives the account the amount mentioned in clause 3.3.5(d) is to be settled by payment between the parties except that (apart from the last year of the Lease Period (howsoever determined)) the Landlord is entitled to retain any overpayment towards any future service charge

**3.3.7** Disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 8.2

### **3.4** Use

The Tenant is to comply with the following requirements as to the use of the Property and the Development and any part of it and is not to authorise or allow anyone else who is under its control to contravene them

**3.4.1** to use the Property only for the Permitted Use

**3.4.2** not to obstruct any part of the Development used for access to the Property or any part of the Development or any parking spaces

**3.4.3** not to do anything which might invalidate any insurance policy covering any part of the Property or which might increase the premium

**3.4.4** not to use the Property nor any parking spaces nor the remainder of the Common Parts outside the hours of use

**3.4.5** not to use any part of the Property for any activities which are dangerous offensive noisy noxious illegal or immoral or which may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the Development or of any neighbouring property

**3.4.6** not to display any advertisements on the outside of the Property or which are visible from outside the Property unless the Landlord consents such consent not to be unreasonably withheld in respect of a sign advertising the Tenant's business and which is not out of keeping with other signage on the Development

**3.4.7** not to overload the floors or walls of the Property

**3.4.8** to comply with the terms of every Act of Parliament Order Regulation Byelaw Rule Licence and Registration authorising or regulating how the Property is used and to obtain renew and continue any licence or registration which is required

**3.5** **Access**

The Tenant is to give the Landlord or anyone authorised by him in writing access to the Property

**3.5.1** For these purposes:-

- (a)** inspecting the condition of the Property or how it is being used
- (b)** doing works which the Landlord is permitted to do under this Lease
- (c)** complying with any statutory obligation
- (d)** viewing the Property as a prospective buyer tenant or mortgagee
- (e)** valuing the Property
- (f)** inspecting cleaning or repairing neighbouring property or any pipes wires and cables serving the Development or any neighbouring property

**3.5.2** and only on 7 days written notice except in an emergency

**3.5.3** and during normal business hours except in an emergency

**3.5.4** and the Landlord is to promptly make good all damage caused to the property and any goods there in exercising these rights

**3.6** **Condition And Work**

The Tenant is to comply with the following duties in relation to the Property:-

**3.6.1** To keep the interior of the Property in good and substantial repair and good decorative order

**3.6.2** To decorate the inside of the Property in the last three months of the Lease Period (however it ends)

**3.6.3** When decorating the Tenant is to use the colours and types of finish used previously or as approved in writing by the Landlord

**3.6.4** Not to make any alterations or additions to the Property

**3.6.5** To do work to the Property which any authority acting under an Act of Parliament requires even if it alters or improves the Property. Before the Tenant does so the Landlord is to:-

- (a)** give his consent in writing to the work

(b) contribute a fair proportion of the cost of the work taking into account any value to him of that work

**3.6.6** If the Tenant fails to do any work which the Lease requires him to do and the Landlord gives him written notice to do it the Tenant is to:-

(a) start the work within two months or immediately in case of emergency and

(b) proceed diligently with the work

(c) in default permit the Landlord to do the work

**3.6.7** Any dispute arising under clause 3.6.5(b) or 3.6.6 is to be decided by arbitration under clause 8.2

### **3.7 Transfer Etc**

The Tenant is to comply with the following:-

**3.7.1** the Tenant is not to share occupation of the Property and no part of it is to be transferred sublet or occupied separately from the remainder

**3.7.2** the Tenant is not to sublet the whole of the Property without the Landlord's prior written consent not to be unreasonably withheld or delayed

**3.7.3** the Tenant is not to Transfer the whole of the Property without the Landlord's prior written consent such consent not to be unreasonably withheld or delayed

### **3.8 Other Matters**

The Tenant:-

**3.8.1** is to give the Landlord a copy of any notice concerning the Property or any neighbouring Property as soon as he receives it

**3.8.2** is to allow the Landlord during the last six months of the Lease Period to fix a Notice in a reasonable position on the outside of the Property announcing that it is to let

**3.8.3** is not to apply for Planning Permission relating to the use or alteration of the Property

**3.8.4** is to obey regulations which the Landlord makes from time to time in the interests of good estate management and of which the Tenant has been given a copy

**3.8.5** is to observe any security regulations which the Landlord may make from time to time for the use of the Property and the Common Parts

- 3.8.6** is not to hold any auction sale on the Property nor allow anyone else to do so
- 3.8.7** to keep all rubbish and waste in enclosed receptacles and to arrange for removal of the same at least once every week or more often if necessary
- 3.8.8** is not to allow a television or radio set or equipment for reproducing sound or musical instrument to be heard outside the Property
- 3.8.9** is not to bring or keep dogs cats or other animals onto the Property

#### **4. DAMAGE**

If the Property or the Common Parts are damaged by any of the risks to be insured under clause 5 and as a result of that damage the Property or any part of it cannot be used for the Permitted Use:-

- 4.1** the rent or a fair proportion of it is to be suspended for one year or until the Property or Common Parts are fully restored if sooner
- 4.2** if at any time it is unlikely that the Property or the Common Parts will be fully restored within one year from the date of the damage or the end of the term of the Lease whichever is earlier the Landlord (as long as he has not wilfully delayed the restoration) or the Tenant may end this Lease by giving one months notice to the other during the one year period in which case:-
  - (a)** the insurance money belongs to the Landlord and
  - (b)** the Landlord's obligation to make good damage under clause 5 ceases
- 4.3** the Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default
- 4.4** any dispute under any part of this clause is to be decided by arbitration under clause 8.2

#### **5. LANDLORD'S OBLIGATIONS**

##### **5.1 Quiet Enjoyment**

While the Tenant complies with the terms of this Lease the Landlord is to allow the Tenant to possess and use the Property during the permitted hours without lawful interference from the Landlord anyone who derives title from the Landlord or any Trustee for the Landlord

## **5.2 Insurance**

The Landlord agrees with the Tenant:-

**5.2.1** the Landlord shall procure that the Development is insured with reputable insurers to cover:-

**(a)** full rebuilding site clearance professional fees VAT and one years' loss of rent

**(b)** against fire lightning explosion earthquake landslip subsidence heave riot civil commotion aircraft aerial devices storm flood water theft impact by vehicles damage by malicious persons and vandals and third party liability and other risks reasonably required by the Landlord

so far as cover is available at the normal insurance rates for the locality and subject to reasonable excess and exclusions and

**5.2.2** to take all necessary steps to make good as soon as possible damage to the Development caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant and

**5.2.3** to give the Tenant at his request once a year particulars of the policy and

**5.2.4** that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

## **5.3 Services**

The Landlord is to comply with the following duties in relation to the Development:-

**5.3.1** to pay promptly all periodic rates taxes and outgoings relating to the Common Parts including any imposed after the date of this Lease (even if of a novel nature) and

**5.3.2** to pay or contribute to the cost of repairing maintaining and cleaning anything used in common and

**5.3.3** to provide the services listed in the First Schedule but the Landlord is not to be liable for any failure or delay caused by industrial disputes shortage of supplies adverse weather conditions or other causes beyond the control of the Landlord



#### **5.4 Structure of Building**

The Landlord shall at its own cost keep the roof main timbers and external walls of the Property in general tenantable order during the Lease Period (other than damage caused thereto through the neglect of the Tenant or any person at the Property either with or without the Tenant's permission)

#### **6. FORFEITURE**

This Lease comes to an end if the Landlord forfeits it by entering any part of the Property which the Landlord is entitled to do whenever:-

- (a)** payment of any rent is fourteen days overdue even if it was not formally demanded
- (b)** the Tenant has not complied with any of the terms in this Lease
- (c)** the Tenant if an individual (and if more than one any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
- (d)** the Tenant if a company (and if more than one any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an Administrative Order made in respect of it

Forfeiture of this Lease does not cancel any outstanding obligation of the Tenant

#### **7. PROPERTY RIGHTS**

##### **Boundaries**

**7.1** This Lease does not let the Tenant the external surfaces of the outside walls of the Property (other than the internal coverings) or anything above the ceiling finishes and below the floor finishes

**7.2** The Landlord reserves:-

- (a)** all mineral rights but without power of entry to exercise them
- (b)** the right to continue to use all existing rights of way light and air and support and all pipes wires cables drains and other rights benefiting other properties of the Landlord with the right to enter the Property to inspect maintain repair and replace them

- (c) the right to grant easements and wayleaves over the Property (so that they do not materially interfere with the Tenant's reasonable business use) and to retain all payments in respect thereof and to authorise works in connection therewith
- (d) the right of entry for all reasonable purposes and all reasonable times in connection with the management of the Property and of the Landlord's other properties
- (e) the right to build on or alter adjoining premises of the Landlord notwithstanding interference with the amenities of the Property

**7.3** The Tenant is to have the use whether or not exclusive of any of the following facilities:-

- (a) The right for the Tenant and visitors to come and go to and from the Property over the access ways coloured brown on the Plan for access and delivery to the Property **PROVIDED** that no vehicle shall be allowed to obstruct such access ways nor have a laden weight exceeding ten tonnes
- (b) The rights previously enjoyed by the Property for support shelter and protection and the right of passage through the service wires and pipes serving the Property and
- (c) In common with other Tenants on the Development the right to use and enjoy the Common Parts and a right of way with or without vehicles as appropriate for the purpose of gaining access to the Common Parts

## **8. GENERAL**

### **8.1 Landlord's Release**

The Tenant must not unreasonably withhold consent to a request made by the Landlord under Section 8 of the Landlord and Tenant (Covenants) Act 1985 for a release from all or any of the Landlord's covenants in this Lease

### **8.2 Arbitration**

Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of the arbitrator or

either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

### **8.3 Service of Notices**

Any notice under this Lease must be in writing and unless the receiving party or his authorised agent acknowledges receipt it is valid only if it is given by hand or sent by registered post or recorded delivery and it is served:-

- (a) where the receiving party is the Tenant at the Property or
- (b) where the receiving party is the Landlord at the address shown in this Lease or at any address specified in a notice given by the Landlord to the Tenant

unless it is returned through the Royal Mail undelivered a notice sent by registered or recorded delivery post is to be treated as served on the third working day after posting whenever and whether or not it is received

### **8.4 New Lease**

This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995 Section 1

### **8.5 Agreement for Lease**

It is certified that there is no agreement for Lease to which this document gives effect

## **9. END OF LEASE**

When this Lease ends the Tenant is to:-

- 9.1** return the Property to the Landlord leaving it in the state and condition in which the Lease requires the Tenant to keep it
- 9.2** (if the Landlord so requires) remove anything the Tenant fixed to the Property and make good any damage which that causes
- 9.3** if after the Tenant has vacated the Property on the expiry or sooner determination of the term anything not belonging to the Landlord shall remain in or on the Property the Landlord may as the agent of the Tenant sell or otherwise dispose of the same and after deducting the costs and expenses of removal storage and sale reasonably and properly incurred hold the net proceeds to the order of the Tenant provided that the Tenant indemnifies the Landlord against any liability incurred by the

Landlord to any third party whose property shall have been sold by the Landlord in the bone fide mistake and belief (which shall be presumed unless contrary be proved) that such property belonged to the Tenant

**10. EXCLUSION OF SECURITY OF TENURE**

The Parties confirm that:-

- (a) The Landlord served a notice dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020 as required by Section 38A(3)(a) of the Landlord and Tenant Act 1954 ("the 1954 Act") and which applies to the tenancy to be created by this Lease not less than Fourteen days before the date hereof and the Parties hereby agree that the provisions of Sections 26 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy hereby created
- (b) The Tenant made a [Statutory] Declaration dated the \_\_\_\_\_ day of \_\_\_\_\_ 2020 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act

**IN WITNESS** whereof the parties have executed this instrument as a Deed the day and year first before written

**FIRST SCHEDULE**

**Services**

- 1. Repairing and whenever the Landlord acting reasonably regards it as necessary in order to repair replacing or renewing (including decorating where appropriate) the Common Parts of the Development including the access ways
- 2. Operating maintaining repairing and whenever the Landlord acting reasonably considers it appropriate renewing replacing or modifying plant and equipment
- 3. Planting tidying tending and landscaping any appropriate part of the Common Parts in such manner as the Landlord from time to time considers appropriate
- 4. Placing and running maintenance contracts as the Landlord deems to be reasonably necessary or desirable

5. Providing and performing all services of any kind whatsoever that the Landlord acting reasonably from time to time provides

**SECOND SCHEDULE**

**Rent and rent review**

1 Definitions

1.1 The terms defined in this paragraph shall for all purposes of this Schedule have the meanings specified

1.2 'Review Date' means the *29th* day of *October* 2023

1.3 'Review Period' means the period between the Review Date and the expiry of the Lease Period (inclusive)

1.4 'the Assumptions' means the following assumptions at the Review Date:

1.4.1 that no work has been carried out on the Property by the Tenant its subtenants or their predecessors in title during the Lease Period which has diminished the rental value of the Property

1.4.2 that if the Property has been destroyed or damaged it has been fully restored

1.4.3 that the covenants contained in this Lease on the part of the Tenant have been fully performed and observed

1.4.4 that the Property is available to let by a willing landlord to a willing tenant by one Lease without a premium being paid by either party and with vacant possession

1.4.5 that the Property is ready for and fitted out for immediate occupation for the purpose or purposes required by the willing tenant referred to in paragraph 1.4.4 and that all the services required for such occupation and use are connected to the Property

1.4.6 that the Lease referred to in paragraph 1.4.4 contains the same terms as this Lease except the amount of rent initially reserved by this Lease and except as set out in paragraph 1.4.7

1.4.7 that the term of the Lease referred to in paragraph 1.4.4 is equal in length to the Lease Period and that such term begins on the Review Date and that the rent shall commence to be payable from that date and that the years during which the tenant covenants to decorate the Property are at similar intervals after the beginning of



the term of such Lease as those specified in this Lease

1.5 'The Disregarded Matters' means:

1.5.1 any effect on rent of the fact that the Tenant its subtenants or their respective predecessors in title have been in occupation of the Property

1.5.2 any goodwill attached to the Property by reason of the carrying on at the Property of the business of the Tenant its subtenants or their predecessors in title in their respective businesses

1.5.3 any increase in rental value of the Property attributable to the existence at the Review Date of any improvement to the Property carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title either:

1.5.3.1 by the Tenant its subtenants or their respective predecessors in title or by any lawful occupiers during the Lease Period or during any period of occupation prior to the Lease Period arising out of an agreement to grant or

1.5.3.2 by any tenant or subtenant of the Premises or by any lawful occupiers before the commencement of the Lease Period so long as the Landlord or its predecessors in title have not since the improvement was carried out had vacant possession of the relevant part of the Property

1.6 'the President' means the President for the time being of the Royal Institution of Chartered Surveyors the duly appointed deputy of the President or any person authorised by the President to make appointments on his behalf

1.7 'the Arbitrator' means a person appointed by agreement between the parties or in the absence of agreement within 14 days of one party giving notice to the other of its nomination or nominations nominated by the President on the application of either party made not earlier than 6 months before the Review Date or at any time afterwards

2 Ascertaining the rent

2.1 The rent shall be:

2.1.1 until the Review Date the rent reserved by Clause 2 of this Lease and

- 2.1.2 during the Review Period a rent equal to the greater of:
  - 2.1.2.1 the rent payable immediately prior to the Review Date or if payment of rent has been suspended pursuant to the proviso to that effect contained in this Lease the rent which would have been payable had there been no such suspension or
  - 2.1.2.2 such rent as may be ascertained in accordance with this schedule
- 2.2 Such revised rent for the Review Period may be agreed in writing at any time between the parties or (in the absence of agreement) will be determined not earlier than the Review Date by the Arbitrator
- 2.3 The revised rent to be determined by the Arbitrator shall be such as he shall decide to be the rent at which the Property might reasonably be expected to be let on the open market at the Review Date making the Assumptions but disregarding the Disregarded Matters
- 2.4 The arbitration shall be conducted in accordance with the Arbitration Act 1996 except that if the Arbitrator nominated pursuant to paragraph 1.7 shall die or decline to act the President may on the application of either party discharge the Arbitrator and appoint another in his place
- 2.5 Whenever the rent shall have been ascertained in accordance with this schedule memoranda to this effect shall be signed by or on behalf of the parties and annexed to this Lease and its counterpart and the parties shall bear their own costs in this respect
- 3 Arrangements pending ascertainment of revised rent
  - 3.1 If the revised rent payable during the Review Period has not been ascertained by the Review Date rent shall continue to be payable at the rate previously payable such payments being on account of the rent for the Review Period
  - 3.2 If one party shall upon publication of the Arbitrator's award pay all the Arbitrator's fees and expenses such party shall be entitled to recover such proportion of them (if any) as the Arbitrator shall award against the other party
- 4 Payment of revised rent

4.1 If the revised rent shall be ascertained on or before the Review Date and that date is not a quarter day the Tenant shall on the Review Date pay to the Landlord the amount by which one quarter's rent at the rate payable on the immediately preceding quarter day is less than one quarter's rent at the rate of the revised rent apportioned on a daily basis for that part of the quarter during which the revised rent is payable

4.2 If the revised rent payable during the Review Period has not been ascertained by the Review Date then immediately after the date when the same has been agreed between the parties or the date upon which the Arbitrator's award shall be received by one party the Tenant shall pay to the Landlord:

4.2.1 any shortfall between the rent which would have been paid on the Review Date and on any subsequent quarter days had the revised rent been ascertained on or before the Review Date and the payments made by the Tenant on account and

4.2.2 interest at the base lending rate of the bank referred to in or nominated pursuant to clause 1.3 prevailing on the day upon which the shortfall is paid in respect of each instalment of rent due on or after the Review Date on the amount by which the instalment of revised rent which would have been paid on the Review Date or such quarter day exceeds the amount paid on account and such interest shall be payable for the period from the date upon which the instalment was due up to the date of payment of the shortfall

5 Arrangements when increasing rent prevented etc

5.1 If at the Review Date there shall be in force a statute which shall prevent restrict or modify the Landlord's right to review the rent in accordance with this Lease and/or to recover any increase in the rent the Landlord shall when such restriction or modification is removed relaxed or modified be entitled (but without prejudice to its rights (if any) to recover any rent the payment of which has only been deferred by law) on giving not less than one month's nor more than 3 month's notice in writing to the Tenant to invoke the provisions of paragraph 5.2

5.2 Upon the service of a notice pursuant to paragraph 5.1 the Landlord shall be entitled:

5.2.1 to proceed with the review of the rent or further to review the rent in respect of the review where the Landlord's right was restricted or modified and the date of expiry of such notice shall be deemed for the purposes of this Lease to be a Review Date

5.2.2 to recover any increase in rent with effect from the earliest date permitted by law

**SIGNED** as a Deed and Delivered  
by the above named **GAIL BRACE**  
in the presence of:-

)  
)  
)



Witness

Signature ..... CLARE LE ROSSIGNOL .....

Print Name ..... CLARE LE ROSSIGNOL .....

Address ..... ROSE COTTAGE, STEEDS LANE .....

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