

DATED

22nd November

2017

MR & MRS J A THOMAS (1)

- and -

MR M FERGUSON (Trading as GROUP BESPOKE) (2)

Counterpart

LEASE

- of -

Unit 14 Meadowview Industrial Estate, Ruckinge, Kent

HALLETT & CO SOLICITORS
11 BANK STREET
ASHFORD
KENT

THIS LEASE dated the *22nd* day of *November* Two thousand and seventeen

BETWEEN:-

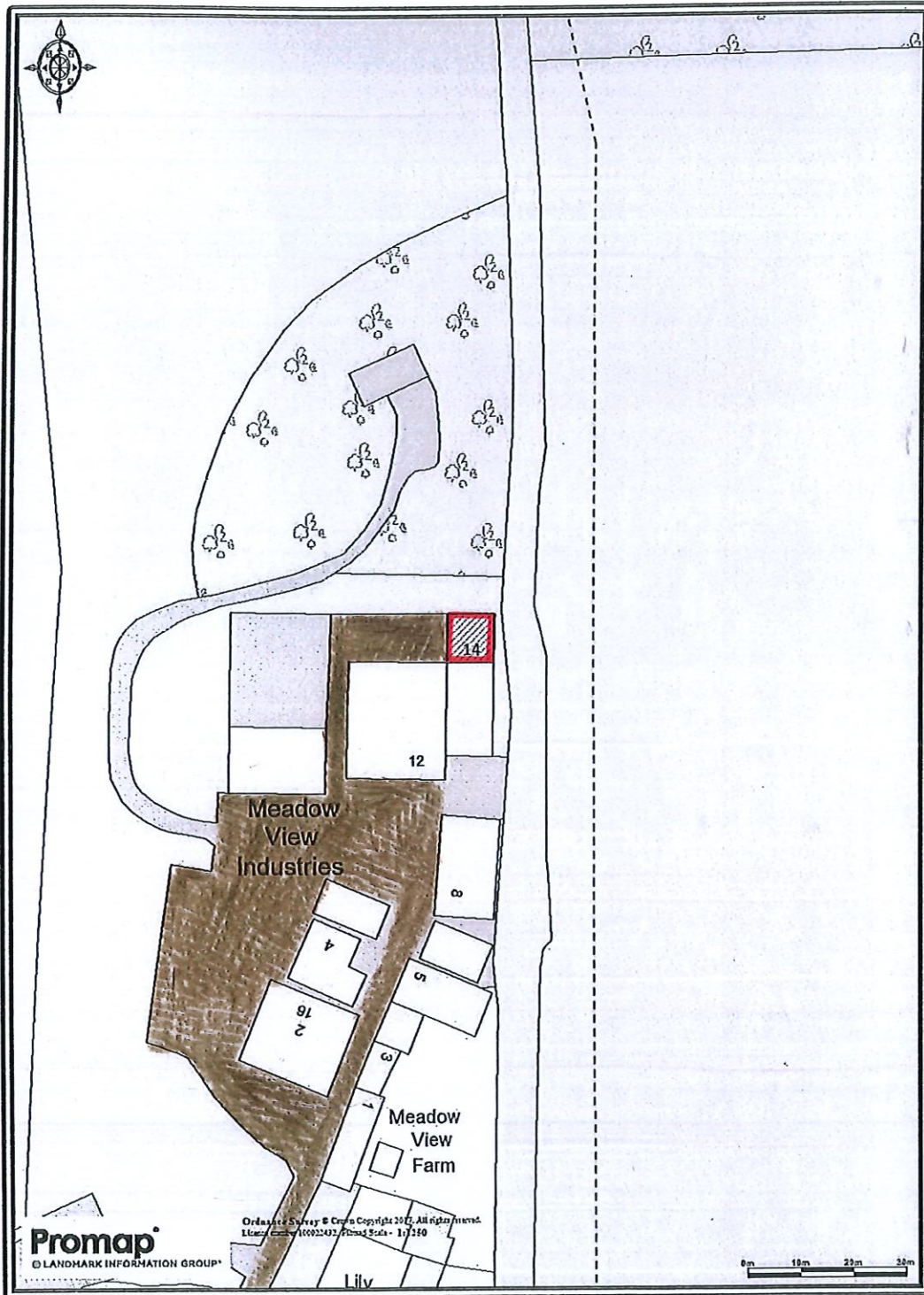
- (1) The Landlord **JOSEPH ALBERT THOMAS & PATRICIA MAY THOMAS** both of Rosehaven, Bourne Lane, Hamstreet, Ashford, Kent, TN26 2HH and whoever for the time being owns the interest in the Property which gives the right to possession of it when the Lease ends
- (2) The Tenant **MICHAEL FERGUSON** of Denshaw, Ashford Road, Hamstreet, Ashford, Kent, TN26 2DH trading as Group Bespoke 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 "the Common Parts"** are those parts of the Development (including the exclusive car parking area) intended for use by some or all of the tenants of the Development and others authorised by the Landlord

- 1.6 "the Development"** means the land and premises forming the Landlord's Meadowview Industrial Estate Hamstreet Road Ruckinge Ashford Kent
- 1.7 "the Property"** means the interior of the premises shown edged red on the plan annexed hereto ("the Plan")
- 1.8 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
- 1.9 "the Permitted Use"** means the use for light industrial purposes and ancillary office use only in connection with the Tenant's business
- 1.10 "the Hours of Use"** means 7.00am to 7.00pm on Monday to Friday inclusive and 7.00am to 12.00 noon on Saturdays but excluding Sundays and Bank Holidays
- 1.11 "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 based upon the size and number of Units on the Development
- 1.12 "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
- 1.13 *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
- 1.14 *Headings***
The clause headings do not form part of this Deed and must not be taken into account in its construction or interpretation



[Handwritten signature] x M. F. x

**Unit 14 Meadow View Industrial Estate, Hamstreet Road, Ruckinge, Kent TN26 2NR
FOR LOCATIONAL PURPOSES ONLY**

1:1250



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 *22nd* day of *November* 2017 and expiring on the *21st* day of *November* 2023 ("the Lease Period") for the permitted use the Tenant paying the Landlord the rent at the rate of **FIVE THOUSAND TWO HUNDRED AND FIFTY POUNDS (£5,250.00)** a year by these instalments:-

2.1 On the date of this Lease a proportionate sum for the period starting on the *22nd* day of *November* 2017 to and including *21st December* 2017 and then

2.2 Equal quarterly instalments in advance on the usual quarter days in each year

The rent may be increased under clause 12 with effect from the third anniversary of the start of the Lease Period ("the Rent Review Date")

3. TENANT'S OBLIGATIONS

3.1 Payments

The Tenant is to pay the Landlord:-

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 reasonable and proper 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 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 and 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

(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

3.3.4 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

3.3.5 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 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 building 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 building 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 or 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

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 in good and substantial repair and good decorative order

3.6.2 to decorate the inside of the Property:-

(a) **in** the third year of the Lease Period

- (b) in the last three months of the Lease Period (however it ends) except to the extent that it has been decorated in the previous year
- 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
- 3.7.3** the Tenant is not to transfer or charge the whole or any part of the Property
- 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 and car parking
- 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 pets or 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 three years or until the Property is 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 three years from the date of the damage or the end of the term of the Lease which ever 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 three 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 refused 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 Hours of Use 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 three 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 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

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

7.1 Boundaries

This Lease does not let the Tenant the external surfaces of the outside walls of the Property and anything above the ceiling and below the floor

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 for service wires and pipes to pass through them and
- (c) in** common with other Tenants on the Development the right to use and enjoy 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 Notices, Consents and Approvals

8.3.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be:

- (a)** in writing and for the purposes of this clause an email is not in writing; and
- (b)** given by hand or by pre-paid first class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's address as first stated in this Lease

8.3.2 If a notice complies with the criteria in clause 8.3.1 whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:

- (a)** if delivered by hand, at the time the notice is left at the proper address;
- (b)** if sent by pre-paid first class post or other next working day delivery service, on the second working day after posting;

8.3.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

8.3.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease

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

(a) it is given in writing and signed by the landlord or a person duly authorised on its behalf; and

(b) it expressly states that the Landlord waive the requirement for a deed in that particular case. If a waiver is given, it shall not affect the requirement for a deed for any other consent.

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

(a) The approval is being given in a case of emergency; or

(b) This Lease expressly states that the approval need not be in wiring

8.3.7 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party

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 the 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. THE Parties confirm that:-

10.1 The Landlord served a Notice dated the *11th* day of *October* 2017 on the Tenant 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 the Fourteen days before the date hereof; and

10.2 The Tenant made a Statutory Declaration dated the *16th* day of *November* 2017 in accordance with the requirements of Section 38A(3)(b) of the 1954 Act

11. RENT REVIEW

11.1 On the Rent Review Date the rent is to increase to the market rent if that is higher than the rent applying before that date

11.2 The market rent is the rent which a willing Tenant would pay for the Property on the open market if let to him on the Rent Review Date by a willing Landlord on a lease on the same terms as this Lease without any premium and for a period equal to the remainder of the Lease Period assuming that at that date:-

- (a) the** Property is vacant and has not been occupied by the Tenant
- (b) the** Property can immediately be used
- (c) the** Property is in the condition required by this Lease and any damage caused by any of the risks insured by clause 5 has been made good
- (d) during** the Lease Period no Tenant has done anything to the Property to increase or decrease its rental value and "anything"

includes work done by the Tenant to comply with Clause 3.4.8 but nothing else which the Tenant was obliged to do under this Lease but disregarding any goodwill belonging to anyone who had occupied the Property

11.3 If the Landlord and Tenant agree the amount of new rent a statement of the new rent signed by them is to be attached to this Lease

11.4 If the Landlord and Tenant have not agreed the amount of the new rent two months before the Rent Review Date either of them may require the new rent to be decided by arbitration under clause 8.2

11.5

(a) the Tenant is to continue paying rent at the rate applying before the Rent Review Date until the next rent date after the new rent is agreed or decided

(b) starting on that rent day the Tenant is to pay the new rent

(c) on that rent day the Tenant is also to pay any amount by which the new rent since the Rent Review Date exceeds the rent paid with interest on that amount at 4 per cent below the base rate of Barclays Bank plc or at 0% whichever shall be higher

12. BREAK CLAUSES

12.1 If the Tenant wishes to determine this Lease on the first anniversary of the start of the Lease Period and shall give to the Landlord not less than three months' prior written notice and shall pay to the Landlord on or before the date of determination a sum equivalent to two months' rent and shall up to the time of such determination pay the rents reserved by and reasonably perform and observe the covenants contained in this Lease then upon the expiry of such notice the Lease Period shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant

12.2 If the Tenant wishes to determine this Lease on the third anniversary of the start of the Lease Period and shall give to the Landlord not less than six month's prior written notice and shall up to the time of such

determination pay the rents reserved by and reasonably perform and observe the covenants contained in this Lease then upon the expiry of such notice the Lease Period shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant

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

THE 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 including the access ways
2. **Operating** maintaining repairing and whenever the Landlord acting reasonably considers it appropriate renewing replacing or modifying plant and equipment serving the Common Parts
3. **Supplying** hot and cold water to the lavatory facilities on the Development (if any) during the Hours of Use
4. **Planting** tidying tending and landscaping any appropriate part of the Common Parts in such manner as the Landlord from time to time considers appropriate
5. **Placing** and running maintenance contracts as the Landlord deems to be reasonably necessary or desirable
6. **Providing** and performing all services of any kind whatsoever that the Landlord acting reasonably from time to time provides

SIGNED as a Deed and Delivered by)
the above named **MICHAEL**)
FERGUSON in the presence of:-)

X M. F. 

please sign plan

ACB

Name: SA FERGUSON

Address: THE WHITE HOUSE, LOMAS BEACH, ST MARYS TOWN, TONGAREVA ISLAND

LETTERS ACCOUNTANT

TR3065R
