

THIS LEASE is made the first day of ***** two thousand and ***** **BETWEEN HENRY DAY & SONS LIMITED** of Savile Bridge Mills Dewsbury WF12 9AF (the “Landlord”) of the one part and ***** (the “Tenant”) of the other part WITNESSETH as follows:-

- 1 **SUBJECT** to the payment by the Tenant of a deposit of two months rent ***** which will be returnable on termination of this Lease provided that the Tenant shall have complied with his obligations hereunder and in consideration of the rent hereby reserved and of the covenants on the part of the Tenant hereinafter contained the Landlord **HEREBY DEMISES** unto the Tenant **ALL THAT** property described in the First Schedule hereto (“the Premises”) **EXCEPT AND RESERVING** unto the Landlord the rights (if any) therein mentioned **TO HOLD** the same from the day and for the term specified in the Third Schedule hereto and thereafter from year to year and subject to the Tenants right to terminate this Lease by giving not less than three months notice in writing and the Landlords right to terminate this Lease by giving not less than six months notice in writing expiring at the end of any month **YIELDING AND PAYING** therefore during the first year the rent specified in the Third Schedule hereto and in each subsequent year such sums as the Landlord shall reasonably require such rent to be paid by calendar monthly payments in advance on the first day of each month by Bankers Standing Order the first of such payments to be made on the execution hereof
- 2 **THE TENANT HEREBY COVENANTS** with the Landlord as follows:-
 - (1) To pay the reserved rents at the times and in manner aforesaid without any deduction or set-off whatsoever
 - (2) To pay (or in the absence of a direct assessment on the Tenant repay to the Landlord a fair proportion of) all existing and future rates taxes assessments impositions and outgoings payable by law in respect of the Premises either by the owner or occupier thereof
 - (3) To pay by way of further rent the metered charges for gas and electricity when supplied to the demised premises

- (4) To keep the interior of the Premises and all additions thereto and the fixtures thereon in good and tenantable repair and before leaving the accommodation to paint and otherwise redecorate and treat in the appropriate manner the inside of the demised premises now or usually so decorated with paint and other materials of the best quality so that the premises are in the same condition when vacated as when first used by the tenant
- (5) To permit the Landlord and persons authorised by the Landlord once every two months to have unimpeded access to the water gas and electricity meters for the purposes of ascertaining the consumption
- (6) To permit the Landlord and persons authorised by the Landlord with or without workmen and others at reasonable times and by prior appointment to enter upon and examine the conditions of the Premises and thereupon the Landlord may serve upon the Tenant a notice in writing specifying any breaches of the Tenants covenants and require the Tenant forthwith to remedy the same and if the Tenant shall not within 21 days after service of such notice proceed diligently with the remedying of such breaches then to permit the Landlord to enter upon the Premises and remedy the same and the reasonable cost thereof shall be paid by the Tenant on demand and in default to be forthwith recoverable as a debt due from the Tenant together with interest from the date of completion of the work to the date of payment by the Tenant
- (7) Not without the Landlords consent in writing at any time during the said term to make any alterations in or addition to the Premises
- (8) Not to assign demise underlet otherwise part with possession of or allow any other person to use or occupy the whole or any part of the Premises or to share occupation of the whole or any part thereof for all or any part of the said term
- (9) Upon reasonable notice and by prior appointment except in cases of emergency to permit the Landlord and persons authorised by the Landlord with or without workmen and others at reasonable times to enter upon the Premises to execute repairs or alterations on any

adjoining premises all damage to the Premises thereby caused being made good at the Landlords expense

- (10) Not to carry on or permit or suffer to be carried on in or upon the Premises or any part thereof any dangerous noxious noisy or offensive trade or business and not to permit any person to sleep or reside there but to use the Premises only for the permitted use described in the Second Schedule hereto or for such other purposes as the Landlord shall approve in writing such approval not to be unreasonably withheld
- (11) Not to do or permit or suffer to be done anything in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or cause damage to the Landlord or the tenants or occupiers of the other property in the neighbourhood
- (12) Not to do or permit or suffer to be done on the Premises anything which may render an increased or extra premium payable for the insurance of the Premises or any other Premises of the Landlord or which may make void or voidable any policy of insurance effected in respect of the Premises
- (12a) In the event of the Premises or any part of the Premises being destroyed or damaged by any of the insured risks to give immediate notice to the Landlord
- (12b) In the event of the Premises or any part of the Premises being destroyed or damaged by any of the insured risks and the insurance money under any policy of insurance effected by the Landlord being wholly or partly irrecoverable by reason solely of any act or default of the Tenant then and in every such case the Tenant will forthwith (in addition to the rent) pay the Landlord the whole or (as the case may require) the irrecoverable proportion of the cost of rebuilding and reinstating the Premises
- (13) To comply forthwith at the Tenants own expense with any nuisance sanitary or other statutory notice lawfully served by any local or public authority upon the Tenant with respect to the Tenants use and/or occupation of the Premises similarly (except insofar as the same are the responsibility of the Landlord under the provisions of this Lease or result from any failure of or default by the Landlord to comply with

the Landlords obligations under this Lease or statutory duties in relation to the Premises) to comply with all requirements of or made under deriving validity from any local or national legislation or regulations which are now or may hereafter come in to force whether as to the premises or any alteration addition or improvement thereto the user thereof the employment or residence therein of any person or in connection with any fixture machinery plant or chattel therein and to indemnify the Landlord from and against all expenses charges payments costs liability claims demand actions and proceedings arising under or pursuant to the local or national legislation Acts or Regulations or in any way or Regulation thereto and to supply to the Landlord on request any and all information which the Landlord may require to satisfy himself that the provisions of this sub-clause have been complied with

- (14) Not without the Landlords consent in writing first had and obtained to display any external sign or advertisement on the Premises or any part thereof or otherwise effect alter or modify the external appearance of the Premises or any part thereof
- (15) To pay all reasonable expenses together with any value added tax thereon (including Solicitors costs)
- (15a) Incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or following notification by the Landlord to that intent in contemplation of proceedings under sections 146 or 147 of that Act (notwithstanding in any such case that forfeiture is avoided otherwise than by relief granted by the Court) and in connection with every application for any consent made under this Lease whether such consent shall be granted or not
- (15b) In or incidental to the service of all notices and schedules relating to wants of repair of the Premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said terms as aforesaid)

- (15c) In or incidental to the collection and recovery of any rent payable hereunder which shall be in arrear (including the reasonable costs of any collection agency) or any action reasonably taken by or on behalf of the Landlord in order to prevent or procure the remedying of any breach or non-performance by the Tenant of any of the covenants conditions or agreements herein contained and on the part of the Tenant to be observed and performed
- (16) To yield up the Premises with Landlords fixtures and additions thereto at the determination of the term hereby granted with vacant possession and in such repair and condition as is in accordance with the covenants hereinbefore contained
- (17) Not to park or permit the parking of any carts or vehicles by its servants visitors agents or customers not to deposit any materials of any kind on or otherwise obstruct any roadway adjoining or forming part of the Landlords property nor permit any loading or unloading to be carried on except in such areas as may be specifically designated by the Landlord
- (18) The tenant has the right to park ***** within the designated area outlined in green on the plan during normal business hours and no other vehicles to be parked within the premises of which the Demised Premises form part
- (19) Not to discharge any noxious matter or trade waste or effluent or corrosive materials which may cause any obstruction or deposit therein or obnoxious smells from any building or drain on the Demised Premises into the sewers of the Landlord which has or may have an injurious effect on the sewage therein or the said sewers or the local sewerage disposal works or the water flowing throughout the said sewers
- (20) Not to store or bring upon the Demised Premises articles of any especially combustible inflammable or dangerous nature and not to do

or permit or suffer anything by reason of which any insurance on the Demised Premises or any insurance effected by the Landlord or any of its adjoining property may be rendered void or voidable or whereby the rate of premium thereon may be increased

3 **THE LANDLORD HEREBY COVENANTS** with the tenant as follows:-

- (1) That the Tenant paying the rent hereby reserved and performing and observing the several covenants on the Tenants part herein contained shall peaceably hold and enjoy the Premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord
- (2) To keep the exterior of the premises and the roof main walls foundations main timbers entrance doors and other common parts in good and tenantable repair
- (3) Subject to reimbursement of the appropriate amount or premium payable in respect of the Premises as provided in Clause (12a/b) hereof to keep the Premises and the Landlords adjoining Premises fully and comprehensively insured with a well-established insurance office in each sum as shall represent the full reinstatement value thereof **PROVIDED THAT** the Landlords obligations under this covenant shall cease if the insurance shall be rendered void or voidable or payment of the insurance monies in whole or in part withheld by reason of any act or default of or suffered by the Tenant

4 **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED** as follows:-

- (1) If the rent hereby reserved or any part thereof shall at any time be unpaid for ten (10) days after becoming payable (whether formally demanded or not) or if the covenants on the Tenants part herein contained shall not be performed or observed or if the Tenant or any other person in whom the terms shall be vested or any other person who at any time covenants with the Landlord as a surety under this Lease shall become bankrupt or have a receiving order made against the Tenant or other person being a company enter into liquidation or if the goods of the Tenant or such other person on the Premises shall be

taken in execution then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of either party in respect of any antecedent breach of the covenants herein contained

- (2) Any notice under this Lease shall be in writing and shall be deemed to be sufficiently served if complying with the provisions of the law of Property Act 1925 Section 196
- (3) If the instalment of rent or any other money which may become payable by the Tenant to the Landlord under any of the provisions of this Lease at any time or times remains unpaid for ten (10) days after becoming payable then the amount for the time being unpaid shall (without prejudice to the Landlords right of re-entry or any other right or remedy of the Landlord) as from the date on which it became payable and until paid bear and carry interest and the Tenant accordingly **COVENANTS** with the Landlord that in such circumstances and during such period or periods the Tenant will pay to the Landlord interest at 14% per annum (as well after as before any judgment) on any such unpaid amount
- (4) If the Premises or any part thereof shall at any time during the tenancy be destroyed or damaged by fire so as to be unfit for habitation and use and the policy or policies of insurance effect by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactments in that behalf for the time being in force

5 **WHERE UNDER THE TERMS OF THIS LEASE** the Tenant is liable to pay to the Landlord any sum on account of the supply of goods or services (whether to the Landlord or to the Tenant) the Tenant shall also pay to the

Landlord any value added tax chargeable on such supply which the Landlord is unable to reclaim

IN WITNESS whereof this Lease has been executed the day and year first before written

THE FIRST SCHEDULE

The Premises being shown on the attached plan edged red

TOGETHER WITH full and free rights of access at all times **AND ALSO** full and free right to supply of gas water electricity telephone and right of drainage through the gas and water and electric and drainage pipes wires and cables and conducting media serving the premises **AND ALSO** the right to affix on the outside wall or door of the Landlords property under the Premises in a conspicuous position to be approved by the Landlord (such approval not to be unreasonably withheld) a plate or sign displaying the Tenants business **AND** the right to use the toilet facilities in the area shaded blue in the plan subject to the obligation on the part of the Tenant jointly with all other persons having the similar right to maintain the same and keep in a sanitary condition If the condition of the toilets deteriorates the Landlord can thereafter diligently clean and maintain the toilets and the reasonable cost thereof shall be shared by the tenants using the toilets

THE SECOND SCHEDULE

IN THE CASE OF EMERGENCY:-

NAMED CONTACT: *****

ADDRESS: *****

FAX: *****

TELEPHONE: *****

MOBILE: *****

Permitted Use: *****

SIGNED AND DELIVERED as a Deed by the said)
HENRY DAY & SONS LIMITED in the presence of) *****

SIGNED AND DELIVERED as a Deed by the said)
***** in the presence of) *****

Witness (Name)

..... (Address)