



**Registration of a Charge**

Company name: **BLADES BIKES LTD**

Company number: **12512897**

Received for Electronic Filing: **05/08/2020**



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**Details of Charge**

Date of creation: **30/07/2020**

Charge code: **1251 2897 0001**

Persons entitled: **LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL FUND) LIMITED**  
**LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL) NOMINEES LIMITED**

Brief description: **RENT DEPOSIT UNDER TERMS OF A LEASE AND RENT DEPOSIT DEED DATED 30 JULY 2020 OF PREMISES AT UNIT 9, SUN VALLEY BUSINESS PARK, WINNALL CLOSE, WINCHESTER, HAMPSHIRE, SO23 0LB**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**WARNER & RICHARDSON LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12512897

Charge code: 1251 2897 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2020 and created by BLADES BIKES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2020 .

Given at Companies House, Cardiff on 6th August 2020

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Date 30 JULY 2020

LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL FUND) LIMITED  
LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL) NOMINEES LIMITED

BLADES BIKES LTD

COUNTERPART/

LEASE WITH RENT DEPOSIT

of  
Unit 9 Sun Valley Business Park, Winnall Close, Winchester SO23 0LB

MACFARLANES

Macfarlanes LLP  
20 Cursitor Street  
London EC4A 1LT



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## PARTICULARS

### LR1. Date of lease

30 JULY 2020

### LR2. Title number(s)

#### LR2.1 Landlord's title number(s)

HP382304

#### LR2.2 Other title numbers

None.

### LR3. Parties to this lease

#### Landlord

**LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL FUND) LIMITED** (Company Registration Number 03431928) and **LEGAL & GENERAL PROPERTY PARTNERS (INDUSTRIAL) NOMINEES LIMITED** (Company Registration Number 07361190) both of whose registered offices are at One Coleman Street, London EC2R 5AA (together the "**Landlord**" which expression shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Term).

#### Tenant

**BLADES BIKES LTD** (Company Registration Number 12512897) whose registered office is at 11 Cedar Close, Kings Worthy, Winchester SO23 7NN and its successors in title (the "**Tenant**").

### 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.**

Unit 9 Sun Valley Business Park, Winnall Close, Winchester SO23 0LB more particularly described in Schedule 1 (the "**Premises**").

### LR5. Prescribed statements etc.

None.

### LR6. Term for which the Property is leased

The term is as follows: ten years commencing on and including the Term Commencement Date.

### 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 Schedule 2.

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

See Schedule 3.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None.

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THIS LEASE is made on the date set out in the Particulars between the Landlord and the Tenant named in the Particulars.

**THIS DEED WITNESSES as follows:**

**1 Interpretation**

1.1 In this lease, except where the context requires otherwise, the following words and expressions have the following respective meanings:

**Advisory Report:** has the same meaning as under the Energy Performance Regulations;

**Break Date:** 30 JULY 2025, being the 5th anniversary of the Term Commencement Date;

**BREEAM:** the BRE Environmental Assessment Method;

**the Common Parts:** any part or parts of the Estate available for use in common by two or more occupiers at the Estate including (without prejudice to the generality of the foregoing) roads, hard standing, parking and landscaped areas, footpaths, lighting equipment, Conducting Media and signs;

**Conducting Media:** sewers, drains, pipes, gutters, wires, cables and other conduits and any related plant and machinery;

**Contractual Term:** the term set out in LR6 of the Particulars;

**CRC Scheme:** the Carbon Reduction Commitment Energy Efficiency Scheme administered in accordance with the CRC Energy Efficiency Scheme Order 2010, the CRC Energy Efficiency Scheme Order 2013 or any later order or any similar scheme amending or replacing it;

**Display Energy Certificate:** has the same meaning as under the Energy Performance Regulations;

**Enactment:** statutes and subordinate legislation and every regulation, order, by-law or direction made or issued under them including every statutory amendment, modification, consolidation and re-enactment and statutory extension thereof for the time being in force;

**Energy Performance Certificate:** has the same meaning as under the Energy Performance Regulations;

**the Energy Performance Regulations:** the Energy Performance of Buildings (England and Wales) Regulations 2012;

**Environmental Performance:** any or all of the following:

- (a) the consumption of energy and associated generation of greenhouse gas emissions;
- (b) the consumption of water;
- (c) waste generation and management; and
- (d) any other environmental impact arising from the use or operation of the Premises or the Estate;

**EPC:** an Energy Performance Certificate and Recommendation Report;

**Estate:** the freehold land and buildings known as Sun Valley Business Park, Winchester as presently registered at the Land Registry with title absolute under title number HP382304 and as the same may be added to or decreased from time to time;

**Initial Deposit:** Ten thousand three hundred and fifty pounds (£10,350) including a sum equivalent to VAT;

**Insured Risks:** fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, subsidence, heave, landslip, terrorism where available at commercial rates and bursting or overflowing of watertanks, apparatus and pipes and such other risks as the Landlord may require (but excluding any risks in respect of which insurance is not available from time to time in the normal market at a reasonable premium);

**Original Tenant:** BLADES BIKES LTD (Company Registration Number 12512897) whose registered office is at 11 Cedar Close, Kings Worthy, Winchester SO23 7NN;

**Outgoings:** all existing and future rates, taxes, duties, charges, assessments, charges for utilities and other services and outgoings whatsoever (whether or not of a capital or non-recurring nature);

**Parking Spaces:** the two parking spaces shown coloured blue on the Plan;

**Permitted Use:** Any use that falls within Classes B1(c), B2 or B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as enacted at the date of this lease) other than the use of the whole or any part of the Premises for any purpose which involves the storage of any substance in refrigeration equipment unless such use is wholly ancillary to a use which would otherwise be permitted;

**Plan:** the plan attached to this lease;

**Recommendation Report:** has the same meaning as under the Energy Performance Regulations;

**Rent Commencement Date:** the Term Commencement Date;

**Review Date:** 30 JULY 2025, being the 5th anniversary of the Term Commencement Date.

**Term:** the Contractual Term and any continuation or extension of it and any holding over, whether by statute, at common law or otherwise;

**Term Commencement Date:** the date of this lease;

**Utilities:** the transmission of water, electricity, gas and telecommunications;

**VAT:** Value Added Tax as referred to in the Value Added Tax Act 1994 (or any tax of a similar nature which may be substituted for or levied in addition to it);

**Yearly Rent:**

- From and including the Rent Commencement Date to and including the day preceding the first anniversary of the Term Commencement Date, eight thousand six hundred and twenty five pounds (£8,625) per year; and
- From and including the first anniversary of the Term Commencement Date, seventeen thousand two hundred and fifty pounds (£17,250) per year;

**1995 Act:** the Landlord and Tenant (Covenants) Act 1995.

1.2 The words and expressions used in the Particulars shall have in this lease the meanings ascribed to them in the Particulars.

1.3 References in this lease to:

- 1.3.1 any right of (or covenant to permit) the Landlord to enter the Premises shall also be construed as entitling the Landlord to remain on the Premises with or without equipment and permitting such right to be exercised by all persons authorised by the Landlord;
- 1.3.2 rent or other sums are references to such sums exclusive of VAT;
- 1.3.3 where a party consists of two or more persons the obligations of such persons shall be joint and several;
- 1.3.4 unless otherwise stated, a reference to any statute shall include any statutory amendments, modification or re-enactment of it for the time being in force and all subordinate legislation made under it;
- 1.3.5 headings to clauses and titles to sub-clauses are for convenience only and do not affect the interpretation of this lease;
- 1.3.6 the consent of the Landlord is to an unqualified consent in writing signed by or on behalf of the Landlord.
- 1.4 The expressions "landlord covenant" and "tenant covenant" have the meanings ascribed to them by s.28(1) of the 1995 Act and relate to the tenancy created by this lease.
- 1.5 If any provision of this lease shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this lease which shall remain in full force and effect.

## **2 Demise and Rents**

- 2.1 In consideration of the rents reserved by this lease and the covenants on the part of the Tenant the Landlord demises the Premises to the Tenant for the Contractual Term yielding and paying therefor by way of rent:
  - 2.1.1 first, from and including the Rent Commencement Date the Yearly Rent payable by equal quarterly payments in advance on the usual quarter days the first such payment in respect of the period from and including the Rent Commencement Date until and including the day preceding the quarter day next following to be made on the Rent Commencement Date;
  - 2.1.2 secondly, within 7 days of receipt of written demand, by way of further rent, an amount equal to the costs and expenses which the Landlord from time to time incurs in effecting and maintaining insurance pursuant to Clause 4.3 or (if the Premises are insured with other premises on the Estate) a due proportion of all costs and expenses which the Landlord from time to time incurs in effecting and maintaining such insurance (including, without limitation, the cost of valuations for insurance purposes);
  - 2.1.3 thirdly, the service charge calculated and payable in accordance with Schedule 4 by equal quarterly instalments in advance on the usual quarter days the first such payment to be made on the date of this lease in respect of the period from and including the Term Commencement Date until and including the day preceding the quarter day next following;
  - 2.1.4 fourthly, on demand interest at 4% per year above the base rate of HSBC Bank PLC on any sum which is overdue after its due date calculated (both before and after any judgment) from the due date until payment;
  - 2.1.5 fifthly, all VAT payable in respect of any sum payable under this lease to be payable contemporaneously with the sum to which it relates;

- 2.1.6 sixthly, the Initial Deposit and any sums payable in accordance with Schedule 7;
- 2.1.7 seventhly, any other sum due to the Landlord under the terms of this lease.
- 2.2 The rights set out in Schedule 2 are granted to the Tenant and the rights set out in Schedule 3 are excepted and reserved for the Landlord and all persons authorised by the Landlord.
- 2.3 This lease is granted subject to all easements, quasi easements and rights affecting the Premises.
- 2.4 The Yearly Rent will be subject to review on the Review Date in accordance with Schedule 6.

### **3 Tenant's Covenants**

The Tenant covenants with the Landlord throughout the Term:

#### **3.1 Rent**

To pay the rents reserved by this lease on the days and in the manner set out in Clause 2 (by standing order if requested) without deduction or set-off.

#### **3.2 Compliance with Enactments**

- 3.2.1 To pay and discharge all Outgoings payable at any time in respect of the Premises or any part of them.
- 3.2.2 To comply at the Tenant's cost with all Enactments and the requirements of any government department, local authority or other competent authority in respect of the Premises, their use and occupation, employment of personnel in them and any work being carried out to them (whether the requirements are imposed upon the owner, lessee or occupier) and to carry out any remedial work required to achieve such compliance or to meet such requirements.
- 3.2.3 Within two months of the date hereof to prepare and thereafter maintain a register as required by Regulation 4 of the Control of Asbestos Regulations 2012 and to supply the Landlord forthwith on demand with a copy of the register from time to time and to hand over to the Landlord the register at the end or sooner determination of the Term.
- 3.2.4 To pay as rent on demand any costs and expenses properly incurred by the Landlord in remedying any breach of Clause 3.2.3.
- 3.2.5 The Tenant shall not during the last six months of the Term (howsoever determined) apply for empty rates relief and shall indemnify the Landlord against the loss of empty rates relief for any period following the end of the Term.

#### **3.3 Notices and defects**

- 3.3.1 Forthwith following receipt to give to the Landlord a complete and accurate copy of any communication from any government department, local authority or other competent authority and without delay to comply in all respects at the Tenant's cost with the provisions thereof.
- 3.3.2 As soon as the Tenant becomes aware of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act in order to comply with the provisions of this lease or any duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise, the Tenant shall forthwith give the Landlord notice of the defect.

### **3.4 Repair**

To keep the Premises in good and substantial repair and condition throughout the Term (Uninsured Damage or damage by any of the Insured Risks excepted save to the extent that the insurance effected by the Landlord shall have been vitiated, avoided or forfeited because of some act or default of the Tenant or of any person deriving title over, under or through the Tenant or of its or their servants or agents) provided that the Tenant shall not be required to put, keep or hand back the Premises in any better state of repair and condition than as shown in an annotated photographic schedule of condition (prepared at the Tenant's cost by Sillence Hurn Building Consultancy and dated 28 May 2020, a copy of which is to be kept with each part of this lease) and for the avoidance of doubt the Tenant shall not be required to repair nor hand back the roof of the Premises in repair at the end or sooner determination of the Term.

### **3.5 Decoration and general condition**

3.5.1 To keep the Premises maintained in good decorative order and clean and tidy and keep the external areas of the Premises free from all rubbish and waste and not to store any items on such external areas including for the avoidance of doubt any containers.

3.5.2 To redecorate the interior of the Premises in the fifth year of the Term and the exterior of the Premises in every third year of the Term and both the interior and exterior of the Premises in the last three months of the Term (howsoever determined) the colour and method of which at all times shall be approved by the Landlord whose consent shall not be unreasonably withheld or delayed. The Landlord may in the absence of such approval carry out the work in a different colour at the cost of the Tenant (which cost may be recovered by the Landlord from the Tenant as liquidated damages).

### **3.6 To permit entry**

To permit the Landlord at all reasonable times on reasonable prior notice (except in an emergency) to enter the Premises in order to give effect to any proper purpose connected with the interest of the Landlord in the Premises or the Estate provided always that in respect of any entry in accordance with this Clause 3.6 the Landlord shall make good all damage thereby caused to the Premises as soon as reasonably practicable.

### **3.7 Compliance with notices relating to repair or condition**

3.7.1 To comply with any notice requiring the Tenant to remedy any breach of the tenant's covenants and conditions contained in this lease.

3.7.2 If the Tenant shall not within three months comply with any such notice to permit the Landlord to enter the Premises to remedy the breach as the Tenant's agent and at its cost.

3.7.3 To pay to the Landlord on demand any costs and expenses properly incurred by the Landlord pursuant to the provisions of this Clause 3.7.

### **3.8 Alterations**

3.8.1 Not to make any improvements, alterations or additions of any nature to the Premises or to their Conducting Media.

3.8.2 Notwithstanding Clause 3.8.1 the Tenant may with the consent of the Landlord (which will not be unreasonably withheld):

3.8.2.1 make non-structural alterations to the interior of the Premises;



- 3.8.2.2 erect a non-illuminated sign on the exterior of the Premises of a size and design approved by the Landlord displaying the Tenant's name and business.
- 3.8.3 If the Landlord provides consent pursuant to Clause 3.8.2, the Tenant will before starting the works, if the works are substantial, provide security acceptable to the Landlord sufficient to cover the cost of reinstatement of the Premises on the expiry or determination of this lease (which for the avoidance of doubt includes any renewal thereof) if the Tenant does not reinstate the Premises to the Landlord's reasonable satisfaction.
- 3.8.4 The Tenant will (unless requested not to do so) reinstate all alterations and additions to the Premises carried out during or at any time prior to the commencement of the Term whether made pursuant to this lease or any preceding tenancy of the Premises at the end or sooner determination of the Term to the reasonable satisfaction of the Landlord.
- 3.9 EPC related restrictions on alterations**
- 3.9.1 Not to:
- 3.9.1.1 do or omit to do anything which adversely affects the efficiency of the use of energy or water, the Environmental Performance or sustainability characteristics of the Premises or the Estate, including the EPC and BREEAM ratings, or for the purposes of the CRC Scheme;
- 3.9.1.2 make any alterations to the Premises which would adversely affect the existing EPC rating for the Premises or the Estate;
- 3.9.1.3 make any alterations to the Premises which would require a new EPC to be obtained unless the Tenant has demonstrated to the reasonable satisfaction of the Landlord that such new EPC will show an asset rating that is not less than the EPC rating existing for the Premises or the Estate prior to such alterations being carried out;
- 3.9.1.4 obtain or commission an EPC in respect of the Premises as a result of the works carried out by the Tenant, unless required to do so by the Landlord for alterations or under the Energy Performance Regulations. If the Tenant is required to obtain an EPC, the Tenant shall promptly do so by (at the Landlord's reasonable discretion), either obtaining an EPC from an assessor approved by the Landlord, such approval not to be unreasonably withheld or delayed or paying the Landlord's reasonable and proper costs of obtaining an EPC for the Premises.
- 3.9.2 The Tenant shall supply promptly to the Landlord a copy of any EPC the Tenant or any undertenant obtains or commissions in respect of the Premises or the Estate together with the energy modelling calculation file and supporting drawings (also known as the NCT file).
- 3.10 Use**
- 3.10.1 Not to use the Premises otherwise than for the Permitted Use.
- 3.10.2 Not to use any car parking area within the Premises other than for the parking of trade vehicles or private motor vehicles of the employees of the Tenant or their customers.

- 3.10.3 Not to use the Premises for any dangerous, noxious, noisy, illegal, offensive or immoral trade, business or activity or in such a way as to cause nuisance, damage, injury or annoyance to the Landlord or the occupiers of the Estate.
- 3.10.4 Not to use the Premises for the recycling, processing or storage of chemical products or waste material or similar uses or for any use which requires a licence from the Environment Agency.
- 3.10.5 Not to use the Premises for the creation, treatment, processing, transfer, disposal or storage of hazardous waste (as defined in the Waste Framework Directive (2008/98/EC) or any amendment thereto or replacement thereof).
- 3.10.6 For the avoidance of doubt, whilst the Original Tenant is the tenant of the lease and is in occupation of the Premises, the proper use of the Premises for the Permitted Use, including without prejudice to the generality of the Permitted Use, motor vehicle servicing and MOT testing and works related to such use by the Original Tenant only shall not in any circumstances constitute a breach of Clauses 3.10.4 and 3.10.5 of this lease as long as the Original Tenant (a) holds a valid licence pursuant to all relevant Enactments for motor vehicle servicing and MOT testing and complies with the terms of such licence, (b) complies with all relevant Enactments regarding motor vehicle servicing and MOT testing and (c) complies with any requirements of the insurers of the Premises regarding motor vehicle servicing and MOT testing.
- 3.10.7 To permit the Landlord, after reasonable prior notice, to fix on any suitable exterior part of the Premises, a notice board for re-letting (during the last 6 months of the Term, however determined) or selling the Premises. The Tenant shall not remove or obscure the board.
- 3.10.8 Not to park stock in trade or damaged vehicles awaiting repair in any car parking area outside the curtilage of the Premises.
- 3.10.9 Not to park or otherwise leave any unroadworthy or untaxed motor vehicle or parts of vehicles on any part of the Estate (save that the Tenant may keep on the Premises while the Tenant is using the Premises of the purpose of motor vehicle sales, motor vehicle servicing and MOT testing (a) temporarily unroadworthy vehicles that are awaiting repair or being repaired, and (b) untaxed motor vehicles that are not yet sold to the general public). The Tenant shall not permit vehicles to be broken up on any part of the Estate or the Premises.

**3.11 Insurance**

- 3.11.1 To comply with the reasonable recommendations or requirements of the insurers of the Premises and the local fire officer.
- 3.11.2 If the Premises are damaged or destroyed by any risk insured against by the Landlord and the policy of insurance in respect of it is vitiated, avoided or forfeited or the payment of the policy monies or any part of them is refused or withheld by reason of the act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees then and in every such case to pay to the Landlord on the date when the policy monies would otherwise have been paid an amount equal to the sum so refused or withheld.
- 3.11.3 Not to insure the Premises against any risks which are from time to time insured against by the Landlord.

### 3.12 Alienation

3.12.1 Not to assign, mortgage, charge, hold on trust for another, underlet or in any other manner part with possession or share occupation of the whole or any part of the Premises or agree to do so.

3.12.2 Notwithstanding Clause 3.12.1:

3.12.2.1 the Tenant is entitled to share occupation of the Premises with any company which is a member of the same group as the Tenant (within the meaning of Section 42 of the Landlord and Tenant Act 1954) for so long as both companies remain members of the group and only in a way that does not create or transfer a legal estate; and

3.12.2.2 the Tenant may with the prior written consent of the Landlord (which shall not be unreasonably withheld) assign, underlet or charge the whole (but not part) of the Premises.

3.12.3 For the purposes of Section 19(1A) of the Landlord and Tenant Act 1927, the Landlord may withhold its licence to an assignment if any of the circumstances set out in Clause 3.12.4 applies and may grant such licence subject to any or all of the conditions set out in Clause 3.12.5 (but without prejudice to the Landlord's right to withhold licence in other circumstances or to grant it subject to other conditions if it would be reasonable to do so).

3.12.4 The circumstances referred to in Clause 3.12.3 are as follows:

3.12.4.1 there is at the time of the application for licence any material subsisting breach of the Tenant's obligations under this lease;

3.12.4.2 the proposed assignee is not a person who in the Landlord's reasonable opinion is likely to be able to comply with the obligations of the Tenant under this lease; and

3.12.4.3 where the proposed assignee is a group company or associated company of the Tenant (within the meaning of section 449 of the Corporation Tax Act 2010) the Landlord reasonably considers that the Financial Standing of the proposed assignee (aggregated with the Financial Standing of any guarantor or guarantors for the proposed assignee) is less than the Financial Standing (as at the date of this lease) of the Tenant (aggregated with the Financial Standing (as at the date of this lease) of any guarantor or guarantors for the Tenant).

For the purposes of Clause 3.12.4.3 "Financial Standing" means in respect of the relevant entity:

(i) its total operating profit on ordinary activities after deduction of any exceptional or extraordinary items; and

(ii) its net worth

as reported in the last three years' profit and loss accounts and balance sheets for that entity prepared in accordance with GAAP standards and audited by an independent firm of reputable accountants.

3.12.5 The conditions referred to in Clause 3.12.3 are as follows:

- 3.12.5.1 the Tenant wishing to assign this lease (the "outgoing tenant") and any former tenant under this lease who, owing to an excluded assignment as defined by s.11 of the 1995 Act, has not previously been released from the tenant covenants, shall enter into an authorised guarantee agreement within the meaning of s.16 of the 1995 Act, in the form reasonably required by the Landlord, guaranteeing the assignee's performance of the tenant covenants;
- 3.12.5.2 the guarantor (if any) of the outgoing tenant shall give a guarantee, in such form as the Landlord may reasonably require, of the outgoing tenant's performance of its obligations under any authorised guarantee agreement required under Clause 3.12.5.1;
- 3.12.5.3 such other persons as the Landlord reasonably requires guarantee the performance by the assignee of the Tenant's obligations contained in this lease in such form as the Landlord reasonably requires;
- 3.12.5.4 the licence to assign shall contain a covenant by the assignee directly with the Landlord to pay the rents and otherwise comply with the provisions of this lease until the assignee is released from its obligations under this lease by virtue of the 1995 Act; and
- 3.12.5.5 when the proposed assignee is a group company or associated company of the Tenant (within the meaning of section 449 of the Corporation Tax Act 2010) the outgoing tenant procures that:
- (i) the proposed assignee deposits with the Landlord an amount equal to at least two quarters of the principal yearly rent together with an amount equivalent to the VAT thereon upon such terms as the Landlord may lawfully in its discretion require; or
  - (ii) a guarantee or other financial security in either case reasonably acceptable to the Landlord is provided in respect of the proposed assignee's performance of the tenant covenants. The guarantee or other relevant financial security shall be in such form as the Landlord may lawfully in its discretion require.
- 3.12.6 Every licence for any underlease and for the assignment of any underlease shall contain a covenant by the underlessee or assignee (as the case may be) directly with the Landlord to comply with the provisions of this lease (save as regards the payment of the rents reserved by this lease but including a covenant in terms similar to this covenant) until the underlessee or assignee (as the case may be) is released from its obligations under the underlease by virtue of the 1995 Act.
- 3.12.7 Any underlease permitted by this Clause 0 shall:
- 3.12.7.1 be at a rent not less than the full market rental at the time of the grant of the underlease (without the payment or receipt of any fine or premium or other consideration) with provision for upwards only rent reviews on the same dates and the same terms as provided for in this lease;

- 3.12.7.2 contain a covenant in the same terms as this Clause 0, with such modifications as the circumstances may require (including a requirement that the prior written consent of the Landlord under this lease be obtained to any assignment of the underlease or any sub-underletting);
- 3.12.7.3 otherwise impose covenants on the part of the parties to the underlease and other provisions in the form of the covenants and provisions contained in this lease with such variations only as are necessary to reflect the fact that the letting is an underlease; and
- 3.12.7.4 be excluded from the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954.
- 3.12.8 The Tenant shall take all necessary steps and proceedings to remedy any breach of the covenants of the undertenant under any underlease, and shall not waive any breach and the Tenant shall not vary the provisions of any underlease.
- 3.12.9 The Tenant shall not settle or compromise any rent review under the terms of any underlease without the consent of the Landlord which will not be unreasonably withheld.
- 3.12.10 Within one month after any disposition the Tenant shall produce to the Landlord's solicitors a certified copy of the document giving effect to such disposition, and pay to them a registration fee of £40 plus VAT.
- 3.13 Payment of cost of notices, consents, etc**
- To pay on demand all proper costs (including counsels', solicitors', surveyors' and bailiffs' fees) incurred by the Landlord in and incidental to:
- 3.13.1 the preparation and service of a notice under section 146 Law of Property Act 1925 or in connection with any proceedings under section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 3.13.2 every application for consent, licence or approval under this lease whether or not the application is withdrawn or properly refused; and
- 3.13.3 the preparation and service of a schedule of dilapidations at any time.
- 3.14 Title Matters**
- To observe and perform all covenants, conditions or other matters contained or referred to in any deed or document contained in Schedule 5 and any written rules and regulations made and notified to the Tenant from time to time by the Landlord.
- 3.15 Non-obstruction**
- Not to obstruct any of the Common Parts.
- 3.16 Indemnity**
- To indemnify the Landlord against all actions, costs, claims, demands and expenses arising as a result of any breach or non-observance of the Tenant's covenants in this lease or by reason of any act or default of the Tenant or any person deriving title under the Tenant or their respective agents, servants or licensees.

**3.17 Information and Energy Performance Certificates**

3.17.1 To produce on request any plans, documents or other evidence which the Landlord requires to satisfy itself that the tenant covenants have been complied with.

3.17.2 To allow the Landlord and any person authorised by the Landlord access to all documentation, data and information in the Tenant's possession or under its control reasonably required in order to:

3.17.2.1 prepare an EPC, Display Energy Certificate and/or Advisory Report in respect of the Estate or any part of it; and

3.17.2.2 comply with any duty imposed on the Landlord under the Energy Performance Regulations;

and the Tenant shall allow such access to the Premises to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.

**3.18 Registration**

To as soon as reasonably practicable procure the registration of this lease by the Land Registry.

**4 Landlord's Covenants**

The Landlord covenants with the Tenant:

**4.1 Quiet enjoyment**

The Tenant paying the rents reserved by this lease and observing and performing the covenants on its part may peaceably hold and enjoy the Premises without any lawful interruption by the Landlord or any person claiming through under or in trust for it.

**4.2 Services**

Subject to the payment by the Tenant of the service charge reserved by Clause 2.1.3, the Landlord shall use reasonable endeavours to carry out or otherwise perform the services set out in Part 2 of Schedule 4.

**4.3 Insurance**

4.3.1 Subject to the payment by the Tenant of the rent reserved by Clause 2.1.2 and subject to any excesses, exclusions or limitations imposed by the insurers the Landlord shall insure in respect of (1) loss or damage to the Estate by the Insured Risks for the full reinstatement cost making such allowances as the Landlord may properly require (2) loss of the yearly rent for not less than three years and (3) third party and public liability and any other proper risks relating to the management of the Estate and the provision of services to it.

4.3.2 At the reasonable request of the Tenant the Landlord shall produce evidence of the insurances effected pursuant to Clause 4.3.1.

**4.4 Reinstatement**

4.4.1 If the Premises or any part of them or access to the Premises are destroyed or damaged by any of the Insured Risks so that the Premises are no longer accessible or fit for occupation and use then, subject to Clauses 4.4.3 and 4.4.4, the Landlord shall as soon as reasonably practicable use all monies paid by the

insurers in respect of the Premises (excluding sums in respect of loss of rent) in rebuilding, repairing or otherwise reinstating the Premises.

4.4.2 If the insurance moneys are rendered irrecoverable in whole or in part as a result of any default of the Tenant or if in respect of any damage by an Insured Risk an excess is applicable which the insurers are not liable to pay out on the insurance claim:

4.4.2.1 the Tenant shall pay to the Landlord on demand the amount irrecoverable as a result of the default of the Tenant and/or (as the case may be) the amount of the excess not payable by the insurers; and

4.4.2.2 the Landlord shall not be obliged to comply with its obligations under Clause 4.4.1 unless and until the Tenant complies with Clause 4.4.2.1.

4.4.3 The Landlord shall not be obliged to comply with its obligations under Clause 4.4.1 unless and until it is able to obtain any consents necessary to enable it to do so, or if it is otherwise prevented from doing so by any other circumstance beyond its reasonable control.

4.4.4 If the damage or destruction caused by an Insured Risk has not been made good by the expiry of 3 years from its occurrence so that the Premises or any part of them are still unfit for occupation and use, then the Landlord or the Tenant may at any time thereafter by not less than 2 months' notice served on the other terminate this lease, so that on the expiry of that notice:

4.4.4.1 the Term will come to an end, but without prejudice to any rights that either party may have against the other in respect of any previous breach of the provisions of this lease; and

4.4.4.2 all insurance monies payable under any such insurance policy or policies shall belong to the Landlord absolutely.

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#### 4.5 Uninsured Damage

In this lease, "**Uninsured Damage**" means damage to or destruction of the whole or any part of the Premises or access to them by any risks expressly specified in the definition of the Insured Risks which renders the Premises inaccessible or unfit for occupation and use and which:

4.5.1 is not insured because insurance is not available in the London insurance market at economic rates; or

4.5.2 is not insured, or not fully insured, due to a condition, exclusion or limitation (but not an excess) imposed by the Landlord's insurers

such that the full cost of reinstatement is not recoverable by the Landlord under the insurance policy. "**Uninsured Damage**" shall not, however, include any damage caused by, or in respect of which the insurance money is irrecoverable in whole or in part as a result of, the Tenant's default.

4.5.3 If there is Uninsured Damage:

4.5.3.1 Clause 5.5 shall apply as if the damage or destruction had been caused by an Insured Risk; and

4.5.3.2 the Landlord may, by serving a notice in writing (an "Election Notice") on the Tenant elect to rebuild or reinstate the Premises.

- 4.5.4 If the Landlord serves an Election Notice:
- 4.5.4.1 the Landlord shall proceed to reinstate the Premises or access to them with reasonable expedition but subject to Clause 4.4.3; and
  - 4.5.4.2 if the damage or destruction has not been made good within three years after the date of the Election Notice, so that the whole or any material part of the Premises or access to them are still unfit for occupation and use, then either the Landlord or the Tenant may serve notice terminating this lease with immediate effect.
- 4.5.5 If the Landlord has not served an Election Notice within twelve months after the date on which Uninsured Damage occurs (time being of the essence), then either the Landlord or the Tenant may at any time (unless in the meantime the Landlord serves an Election Notice) serve notice terminating this lease with immediate effect.
- 4.5.6 If notice is served to terminate this lease under Clause 4.5.4.2 or 4.5.5 then the Term will end immediately, but without prejudice to any rights that either party may have in respect of any previous breach of this lease. Any insurance money received will belong to the Landlord.

## **5 Further Provisions**

### **5.1 Forfeiture and re-entry**

Without prejudice to any other remedies and powers contained in this lease or otherwise available to the Landlord if:

- 5.1.1 the whole or part of the rents shall be unpaid for twenty-one days after becoming payable; or
- 5.1.2 any of the Tenant's covenants in this lease are not performed or observed; or
- 5.1.3 the Tenant or any surety in respect of the tenant covenants (or if more than one person any one of them) being a company is the subject of a petition for its winding up or enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company) or compulsorily or has a provisional liquidator or a receiver (including an administrative receiver) appointed or is the subject of an administration order or a petition for one or of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986 or is unable to pay its debts within the meaning of Section 123 Insolvency Act 1986 or is otherwise insolvent or having been registered with unlimited liability acquires limited liability or being an individual is the subject of a bankruptcy petition or bankruptcy order or of any application or order or appointment under Section 253 or Section 273 or Section 286 Insolvency Act 1986 or otherwise becomes bankrupt or insolvent or dies or enters into or makes any proposal to enter into any arrangement or composition for the benefit of his creditors; or
- 5.1.4 the Tenant or any surety in respect of the tenant covenants become subject to any analogous events to those detailed in Clause 5.1.3 in a foreign jurisdiction

the Landlord may at any time thereafter (and notwithstanding the waiver of any previous right of re-entry) re-enter the Premises whereupon this lease shall absolutely determine but without prejudice to any Landlord's right of action in respect of any antecedent breach of the Tenant's covenants in this lease.



**5.2 No implied warranty**

Nothing contained or implied in this lease or in any such licence, consent or approval is to be taken to be a warranty or representation by the Landlord that the Premises are fit to be used for any purpose permitted by this lease.

**5.3 No implied rights**

Save as otherwise expressly provided, the Tenant shall not be entitled by implication of law or otherwise, to any easement or right. Neither Section 62 of the Law of Property Act 1925, nor the rule in Wheeldon v. Burrows applies.

**5.4 Notices**

In addition to any other mode of service any notices to be served under this lease shall be validly served if served in accordance with Section 196 Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 or (in the case of any notice to be served on the Tenant) by sending it to the Tenant at the Premises.

**5.5 Rent Cesser**

If and whenever during the Term;

5.5.1 the Premises (other than the Tenant's plant and equipment and trade fixtures) or access to them are damaged or destroyed by any of the Insured Risks so that the Premises are inaccessible or incapable of occupation and use; and

5.5.2 the insurance of the Premises or the payment of any insurance money has not been vitiated, avoided or forfeited by the act, neglect, default or omission of the Tenant or of any person deriving title under or through the Tenant or their respective servants agents and invitees

the rent first reserved by this lease or a fair proportion of it according to the nature and extent of the damage sustained shall be suspended and cease to be payable from the date of destruction or damage until the Premises are made accessible and fit for substantial occupation and use or for the period of three years, whichever is the shorter and any dispute about such suspension shall be referred to the award of a single arbitrator to be appointed in default of agreement on the application of the Landlord or the Tenant to the President for the time being of the Royal Institution of Chartered Surveyors in accordance with the Arbitration Act 1996.

**5.6 Energy Performance Certificate etc prepared by the Landlord**

If the Landlord prepares an EPC, Display Energy Certificate and/or Advisory Report in relation to the Premises or the Estate, the Tenant shall be entitled to receive a copy of such document free of charge on request.

**5.7 Sustainability**

5.7.1 The Landlord and the Tenant wish to improve and be accountable for the energy efficiency of the Estate and as such wish to:

~~5.7.1.1 promote the reduction of emissions;~~

5.7.1.2 promote the reduction and recycling of waste; and

5.7.1.3 ensure the environmental sustainability of resources.

5.7.2 The Landlord and the Tenant will:

- 5.7.2.1 co-operate and use reasonable endeavours to agree and comply with an energy management plan to aid the sustainability of resource use (including, without limitation, a green travel plan and such other environmental policies issued by the Landlord to the Tenant from time to time);
- 5.7.2.2 co-operate and use reasonable endeavours to agree and operate reasonable initiatives to reduce, reuse and recycle waste in connection with the efficiency of the use of energy or water, the Environmental Performance or sustainability characteristics of the Estate, including the EPC and BREEAM ratings, or for the purposes of the CRC Scheme provided that the parties shall have due regard to the costs associated with implementing any initiatives compared to the benefit to the Tenant of the outcome of any such initiatives;
- 5.7.2.3 maintain and share energy data and other information reasonably required to monitor energy and resource consumption;
- 5.7.2.4 keep the data disclosed pursuant to Clause 5.7.2.3 confidential and shall only use such data for the purposes of ensuring that the Estate is run in a sustainable way that minimises its environmental impact and the Landlord shall ensure that similar restrictions on the publication and use of such data are placed on its managing agent and any other party responsible for the operation or management of the Estate;
- 5.7.2.5 use reasonable endeavours to ensure that the Estate is used and any services provided under Schedule 4 are performed:
  - (i) in accordance with any energy management plan; and
  - (ii) in a way which improves energy efficiency; and
- 5.7.2.6 use reasonable endeavours to agree to improvements to any services provided under Schedule 4 which would reasonably improve energy efficiency.
- 5.7.3 The Tenant shall fully co-operate with and assist the Landlord in complying with its obligations to record and monitor electricity use at the Estate, including but without limitation, providing all information, data and documents in relation to the Tenant's consumption of electricity at the Premises as the Landlord reasonably requests.

Provided that in respect of this Clause 5.7 such measures shall be economically viable and not materially increase the Tenant's costs which it would be required to incur pursuant to this lease.

## 5.8 Declaration

- 5.8.1 The parties certify that there is no agreement for lease to which this lease gives effect.
- 5.8.2 No term of this lease may be enforced solely by virtue of section 1 of the Contracts (Rights of Third Parties) Act 1999.
- 5.8.3 The Landlord shall be released from liability under this lease on the disposal of its reversionary interest in the Premises.

## 5.9 Break Right

- 5.9.1 The Tenant may determine this lease on the Break Date by serving on the Landlord not less than six months' prior written notice to that effect.
- 5.9.2 This lease shall only determine as a result of notice served by the Tenant under Clause 5.9 if on the Break Date:
- 5.9.2.1 the whole of the Premises are given back to the Landlord free of the Tenant's occupation and the occupation of any other lawful occupier and without any continuing underleases;
- 5.9.2.2 the Tenant has paid in full the Yearly Rent; and
- 5.9.2.3 the Tenant has paid in full any insurance rent and service charge duly demanded.
- 5.9.3 The Landlord may in its absolute discretion waive compliance with all or any of the conditions set out in Clause 5.9.2 in which case the Term will still end on the Break Date but the Tenant shall remain liable to comply with the preconditions afterwards.
- 5.9.4 If the provisions of this Clause 5.9 are complied with then upon the Break Date this lease shall determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this lease.
- 5.9.5 Time is of the essence in respect of this Clause 5.9 but nothing in this Clause 5.9 has the effect of making time of the essence in relation to the rent review provisions in this lease.
- 5.9.6 Any notice of determination served under this Clause 5.9 shall be irrevocable.
- 5.9.7 On the intended date of determination the Tenant shall send to the Landlord the original of the lease and where appropriate a Land Registry Form DS1.
- ~~5.9.8 If the Tenant does not exercise its rights under Clause 5.9.1 and a new tenancy is granted by virtue of any rights which the Tenant may have at the relevant time, the Landlord (without acknowledging that such rights will or may exist) and the Tenant agree that the new tenancy will not contain provisions equivalent or similar to those contained in Clause 5.9 of this lease unless the Landlord and the Tenant expressly agree otherwise.~~
- 5.9.9 As soon as reasonably practicable following the Break Date the Landlord shall refund to the Tenant any monies paid by the Tenant for the period after the Break Date less any monies then properly payable by the Tenant to the Landlord.

## 5.10 Exclusion of Security of Tenure

- 5.10.1 The parties agree in accordance with Section 38A(1) of the Landlord and Tenant Act 1954 ("the Act") that the provisions of Sections 24 to 28 of the Act shall be excluded in relation to the tenancy created by this lease (the "Tenancy").

5.10.2 In that regard: not less than 14 days

- 5.10.2.1 on 10 July 2020, being before the date on which the Tenant entered into the Tenancy or (if earlier) became contractually bound to do so (the "Effective Date"), the Landlord served on the Tenant a notice pursuant to Section 38A(3)(a) of the Act;

5.10.2.2 a ~~statutory~~ declaration was made by or on behalf of the Tenant pursuant to Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 on 27 JULY 2020, being a date before the Effective Date.

**5.11 Information relating to the tenancy**

For the purposes of the Data Protection Act 2018 or otherwise, the Tenant agrees that information held by the Landlord relating to this tenancy may only be disclosed to third parties if and to the extent necessary for the management or disposal of the Premises.

**6 Jurisdiction**

This lease is subject to English Law and all disputes will be heard within the exclusive jurisdiction of the English Courts.

**Executed as a deed** and delivered on the date set out at the head of this lease.

**SCHEDULE 1**

**The Premises**

Unit 9 Sun Valley Business Park, Winnall Close, Winchester SO23 0LB shown edged in red on the Plan including any existing or future Landlord's fixtures, fittings, plant, machinery, and equipment, the Conducting Media within and exclusively serving the Premises, and all additions, alterations and improvements carried out pursuant to this lease.

**SCHEDULE 2**

**Rights granted**

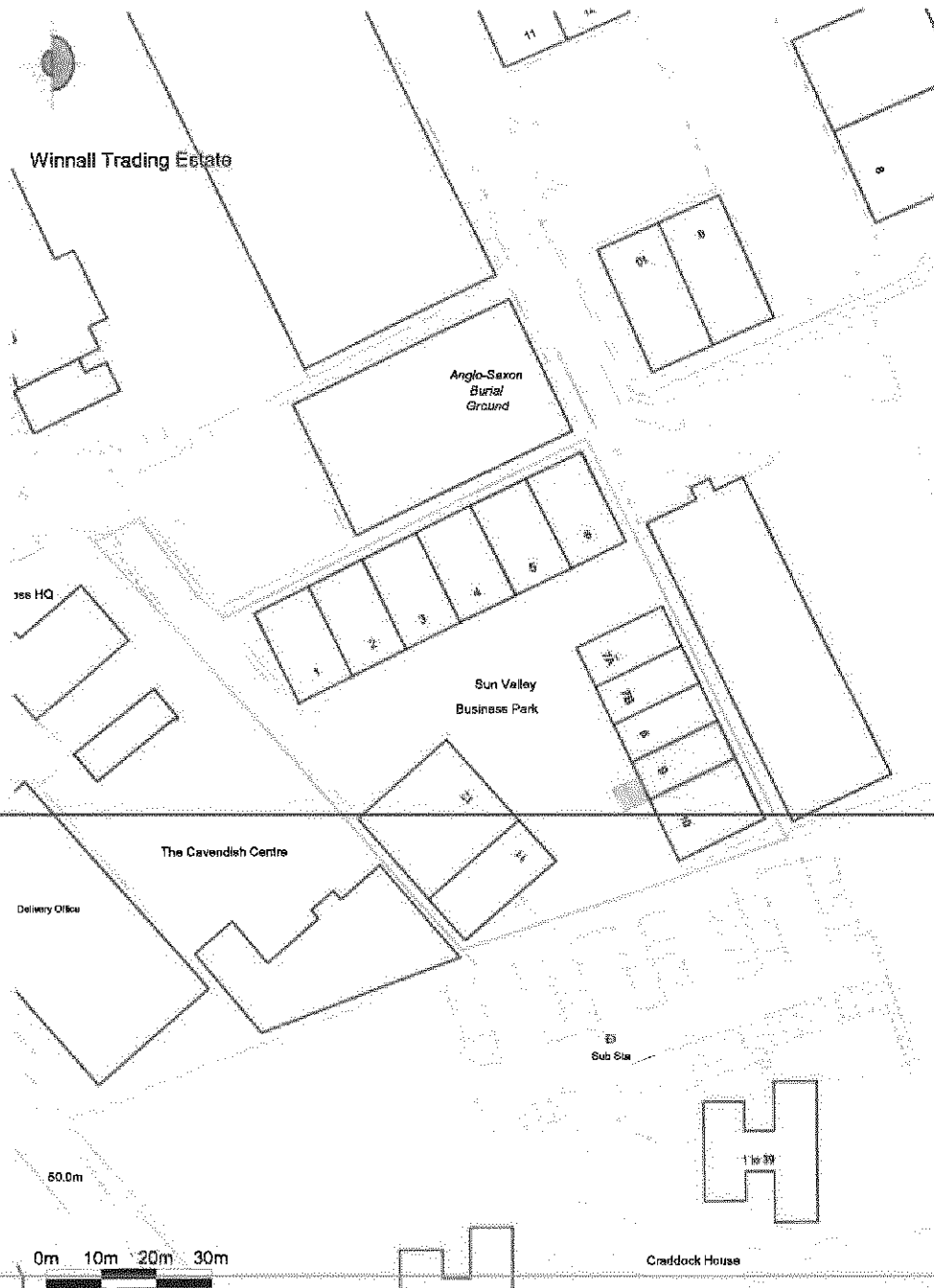
- 1 The right in common with the Landlord, the tenants and occupiers of the Estate and all others so authorised by the Landlord during the usual hours of business of access to the Premises over the roadways, footpaths and passageways of the Estate leading to the Premises designated by the Landlord from time to time for the purpose of access thereto and egress therefrom only.
- 2 The right (subject to interruption for repair, alteration or replacement) to Utilities to and from the Premises through the Conducting Media on the Estate that now serve the Premises and other parts of the Estate.
- 3 The right to use the Parking Spaces for the parking of motor vehicles which spaces may be re-allocated or varied by the Landlord acting reasonably from time to time by written notice.

**SCHEDULE 3**

**Exceptions and Reservations**

- 1 The right to erect or alter or to consent to the erection or alteration of any building for the time being on any adjoining or neighbouring premises notwithstanding that such erection or alteration may diminish the access of light and air enjoyed by the Premises and the right to deal with any such property as it may think fit.

**Unit 9, Sun Valley Business Park  
Winnall Close  
Winchester**



Data source: Ordnance Survey. © Crown Copyright 2013. All rights reserved. Licence number 100020419.  
Geotagging file: 2013\_PlotMap Suite - J11250

- 2 The right of passage and running of Utilities through the Conducting Media as are now or may after the date of this deed be installed in the Premises and serving or capable of serving other parts of the Estate or adjoining or neighbouring property or any buildings now or after the date of this deed erected on such property together with the right to enter upon the Premises to inspect, repair or maintain any such Conducting Media.
- 3 The right to enter upon the Premises in connection with the erection, alteration, improvement, repair or maintenance of any such parts or property or building and for such purpose to underpin, shore up and bond and tie into the structure of the Premises.
- 4 The right to lay or construct new conduits in the Premises and to connect into such conduits as are now or may after the date of this deed be installed in the Premises (other than Conducting Media capable of serving only the Premises).
- 5 The rights and liberties to enter upon the Premises in the circumstances in which in the covenants by the Tenant contained in this lease the Tenant covenants to permit such entry.
- 6 The right at all reasonable times and on reasonable prior notice to the Tenant to enter and remain on the Premises with its servants, agents or contractors to:
  - 6.1.1 review or measure the Environmental Performance of the Premises, including to install, inspect, clean, maintain, replace and to take readings from metering equipment, heat cost allocators and thermostatic radiator valves within or relating to the Premises; and
  - 6.1.2 enable the production of an EPC for the Premises or the Estate whether or not the Landlord is under a statutory duty to produce an EPC or undertaking an air conditioning inspection and, for such purposes, the right to carry out the necessary tests on equipment.
- 7 All easements, quasi-easements, privileges and rights whatsoever now enjoyed by other parts of the Estate or adjoining or neighbouring property in, under, over or in respect of the Premises as if such parts or such adjoining or neighbouring property and the Premises had at all times heretofore been in separate ownership and occupation and such matters had been acquired by prescription or formal grant.

## **SCHEDULE 4**

### **Service Charge**

#### **Part 1 - Service Charge provisions**

- 1 In this Schedule:
 

**"Service Charge Year"** means a calendar year expiring on 28 September or on such other date as shall from time to time be advised to the Tenant in writing;

**"Service Charge Costs"** means expenditure properly incurred by or on behalf of the Landlord relating to the Estate including the matters set out in Part 2 of this Schedule but excluding those items of expenditure set out in Part 3 of this Schedule;

**"Service Charge"** means the Service Charge Percentage of the Service Charge Costs.

**"Service Charge Percentage"** means the proportion which is attributable to the Premises as determined by the Landlord in its reasonable discretion calculated primarily on a comparison of the gross internal area of the buildings on the Premises with the gross internal areas of the buildings on the Estate let or capable of being let by the Landlord, provided that in the event of such calculation being inappropriate having regard to the nature of the expenditure incurred

or the parts of the Estate benefited by it or otherwise the Landlord shall in its reasonable discretion adopt such other method of calculation of the Service Charge Percentage as shall be fair and reasonable in the circumstances (including if appropriate the attribution of the whole of such expenditure to the Premises).

- 2 The Service Charge shall be payable on account and in advance and each payment shall be one quarter of the anticipated annual service charge for the current year (and so in proportion for any part of the year) as adjusted under paragraph 3.
- 3 The Landlord shall as soon as practicable after the end of each Service Charge Year submit to the Tenant a statement giving full details of the Service Charge for that Service Charge Year and if the Service Charge shall be more or less than the total of the four on account payments (or the grossed-up yearly equivalent of such payments if made for any period of less than a year) then any sum due to or payable by the Landlord by way of adjustment in respect of the service charge shall be paid by the Tenant within 7 days of receipt of a written demand or credited against the Tenant's future Service Charge liabilities as the case may be.
- 4 In the event that the Landlord shall be required during any year of the Term to incur heavy or exceptional expenditure which forms part of the Service Charge the Landlord shall be entitled to recover from the Tenant the Service Charge Percentage of that expenditure on the following quarter day.

## **Part 2 - Costs and expenses**

- 1 All Outgoings payable by the Landlord in respect of the Estate except insofar as the Tenant or any other occupier of the Estate is liable for the same.
- 2 Taking all steps deemed desirable or expedient by the Landlord for complying with, making representations against or otherwise contesting the incidence of the provisions of any legislation for which the Tenant is not directly liable under this lease.
- 3 Enforcing or attempting to enforce against any owner or occupier of adjoining or neighbouring premises the payment of any contribution towards anything used in common with the Estate.
- 4 Repairing, renewing, cleaning and maintaining the Common Parts, Estate nameboard or other conveniences which may belong to or be used by the occupiers of the Estate in common with other premises near or adjoining it and not forming part of the Premises.
- 5 The provision of staff for the efficient management of the Estate including, but not limited to wages, insurance, health, pension and other payments and all other expenditure relating to such employment and the supplying of uniforms, equipment and any necessary accommodation for such staff.
- 6 Providing, maintaining and renewing name boards and signs at the entrances and other parts of the Estate.
- 7 Providing and maintaining any receptacles for refuse for the Estate and the cost of collecting, storing and disposing of refuse.
- 8 The proper and reasonable fees of the Landlord and/or the Landlord's agents in respect of the general supervision and management of the Estate.
- 9 The proper fees and costs payable in respect of the statement referred to in Part 1 of this Schedule and of accounts kept and audits made for the purpose thereof and of employing accountants or other professional persons for the proper administration of the Estate and preparing accounts in connection with the Service Charge Costs.
- 10 Providing operating repairing and renewing all security and emergency systems and fire fighting equipment in the Common Parts including fencing access gates CCTV equipment static or mobile security systems and access control equipment.

- 11 Bank charges and interest on proper overdrawings in respect of any separate bank account maintained by the Landlord or its agents for discharging expenditure comprised within the Service Charge after giving credit for any interest earned (net of any tax).
- 12 (If the Landlord so desires) the establishment and maintenance of a reserve fund based on the principles of good estate management to cover prospective and contingent costs of carrying out works, repairs and other items referred to in this Part 2 to the intent (so far as may reasonably be practicable) that the charge for such items made to the Tenant and other tenants and occupiers of the Estate shall be progressive and cumulative rather than irregular.
- 13 Auditing the Environmental Performance of the Premises and, where reasonable and cost-effective to do so, implementing the recommendations of any environmental management plan the Landlord has adopted for the Premises from time to time.
- 14 Providing any other service or amenity or matter which the Landlord in its reasonable discretion shall think proper for the better and more efficient management and/or use of the Estate and the Common Parts or for the comfort and convenience of the generality of the tenants and their agents, servants and invitees visiting the Estate.
- 15 VAT payable in respect of any of the charges and expenses referred to in the other paragraphs of this Part 2.

### **Part 3 - Service charge exclusions**

- 1 Any liability or expense for which the Tenant or other tenants or occupiers of the Estate may individually be responsible under the terms of the tenancy or other arrangement by which they use or occupy the Estate;
- 2 Any fees or expenses attributable to the review of rents or attributable to the letting of vacant units at the Estate or any dispositions or dealing with the Landlord's interest in the Estate or any part thereof;
- 3 The cost of repairing any part of the Estate as a result of Uninsured Damage or damage by an Insured Risk.

## **SCHEDULE 5**

### **Title Matters**

The matters contained or referred to in the property and charges registers of title number HP382304.

## **SCHEDULE 6**

### **Review of the Yearly Rent**

- 1 On the Review Date the Yearly Rent shall be reviewed so that on and after the Review Date the Yearly Rent shall be the greater of:
  - 1.1 the Yearly Rent reserved immediately before the Review Date (disregarding any reduced rent or rent free period, rent cesser or other suspension of the Yearly Rent); and
  - 1.2 the Open Market Rent as at that Review Date, as defined in this Schedule, and as agreed between the parties (or determined by the Independent Surveyor in the absence of agreement between the parties, as provided below).



- 2 The Open Market Rent shall be the yearly rent at which the Premises might be expected to be let in the open market:
- 2.1.1 for a term of 5 years;
  - 2.1.2 as between a willing landlord and a willing tenant;
  - 2.1.3 without the landlord taking a fine or premium;
  - 2.1.4 as a whole;
  - 2.1.5 with vacant possession;
  - 2.1.6 by a lease in the same terms in all other respects as this lease (save as to the amount of the Yearly Rent and any rent free period allowed to the Tenant and excluding Clauses 3.4.3 to 3.4.7 of this lease).
- 2.2 It shall be assumed that at the Review Date:
- 2.2.1 the Premises are ready fit and available for immediate occupation and use for the purpose or purposes required by the willing tenant referred to in paragraph 2.1.2, and that all the services required for such occupation and use are connected to the Premises;
  - 2.2.2 no work has been carried out to the Premises by the Tenant or by any undertenant or any of their predecessors during the Term (or any prior period of occupation) which has diminished the rental value of the Premises;
  - 2.2.3 if the Premises or any Conducting Media or means of access have been destroyed or damaged, they have been fully restored;
  - 2.2.4 the Premises are in good and substantial repair;
  - 2.2.5 the Premises may lawfully be let to and used for the Permitted Use by any person throughout the term of the hypothetical lease referred to in paragraph 2.1.1 of this Schedule;
  - 2.2.6 the covenants contained in this lease on the part of the Landlord and the Tenant have been fully observed and performed;
  - 2.2.7 the willing tenant has had the benefit of any rent free or concessionary rental period or other contribution which would be offered in the open market at the Review Date to reflect the need to fit out the Premises.
- 2.3 There shall be disregarded at the Review Date:
- 2.3.1 any effect on rent of the fact that the Tenant or any undertenant or their respective predecessors in title have been in occupation of the Premises;
  - 2.3.2 any goodwill attached to the Premises by reason of the carrying on there of the business of the Tenant or any undertenant or their predecessors in title in their respective businesses;
  - 2.3.3 any effect on rent of any improvements to the Premises made with the Landlord's consent (where required) by the Tenant or any undertenant, except improvements carried out in pursuance of an obligation to the Landlord or at the Landlord's expense;
  - 2.3.4 the provisions of Schedule 7.

- 3 In the absence of agreement between the parties on the revised yearly rent the question shall at the request of either of them as soon as practicable be referred to the decision of a surveyor appointed by agreement between the parties or, in the absence of agreement, appointed on the request of either party by the President ("the President") of the Royal Institution of Chartered Surveyors ("the Independent Surveyor") acting as an arbitrator or, if the Landlord so elects, as an expert.
- 3.1 The decision of the Independent Surveyor (including any decision as to the costs of his determination) shall be final and binding on both parties.
- 3.2 If before issuing his decision the Independent Surveyor dies or is unable or unwilling to act then either party may apply to the President for a substitute to be appointed in his place.
- 4 If the yearly rent payable after the Review Date has not been ascertained by that date the Yearly Rent payable immediately before the Review Date shall continue to be payable and within 14 days after the date when the revised Yearly Rent is ascertained the Tenant shall pay to the Landlord:
- 4.1 any shortfall between the Yearly Rent which would have been paid on the Review Date and any subsequent quarter days if the revised Yearly Rent had been ascertained on or before the Review Date and the payments made by the Tenant on account; and
- 4.2 interest at the base rate of HSBC Bank plc in respect of each instalment of the yearly rent due on or after the Review Date, on the amount by which each such instalment which would have been payable on the Review Date or such quarter day if the revised yearly rent had been ascertained on or before the Review Date 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.

## **SCHEDULE 7**

### **Rent Deposit**

#### **1 Definitions and interpretation**

- 1.1 In this Schedule the following words and expressions shall have the following meanings unless the context requires otherwise:

**the Deposit Account:** an interest bearing account for the benefit of the Tenant at such bank or other institution as the Landlord shall from time to time decide;

**the Deposit Balance:** the amount from time to time held in the Deposit Account for the credit of the Tenant;

**the Initial Deposit:** as defined in the Particulars of this lease;

**Interest:** all interest credited to the Deposit Balance from time to time;

**the lease:** this lease (including all or any deeds and documents made pursuant to or supplemental to it, whether or not expressed to be so) and also includes any renewal of this lease whether pursuant to statute or otherwise;

**New Reversioner:** a person to whom the Landlord shall have assigned or transferred the reversion immediately expectant upon the determination of the Term;

**Secured Sums:** means:

- (a) the rents reserved by and all other sums payable under this lease which have not been paid within the relevant grace period under this lease after the due date for payment;
- (b) in the event of forfeiture or disclaimer of this lease by way of liquidated damages the rents and other sums which would have been payable under this lease (had it not been forfeited or disclaimed) for the period of six months from the date of forfeiture or disclaimer;
- (c) in the event of any breach or non-performance of the Tenant's obligations under this lease, such sums as would meet (or, if the Deposit Balance is insufficient, would go towards meeting) the loss suffered by the Landlord in respect of such breach;
- (d) all legal costs and other fees and expenses properly incurred by the Landlord in enforcing the terms of this lease or this Schedule

together in each case with an amount equal to such VAT as is or would have been properly chargeable thereon;

**the Term:** the Term as defined in Clause 1 of this lease;

**VAT:** value added tax or any tax of a similar nature which may be substituted for it or levied in addition to it.

- 1.2 "loss" shall be construed as including all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings made or brought, and all costs, disbursements and expenses incurred.

## **2 Landlord's covenants**

### **2.1 The Landlord covenants with the Tenant:**

- 2.1.1 to pay the Initial Deposit into the Deposit Account;
- 2.1.2 to act in connection with the Deposit Balance in accordance with this Schedule;
- 2.1.3 promptly to notify the Tenant upon each occasion that it draws monies from the Deposit Account in accordance with the terms of this Schedule;
- 2.1.4 subject to the proviso contained in Paragraph 7 to repay the Deposit Balance together with all Interest (subject to deduction of such tax as may be required by law to be deducted and of any bank charges or other expenses payable in respect of the Deposit Account) to the Tenant on the date calculated pursuant to Paragraph 7.

## **3 Withdrawals**

- 3.1 Only the Landlord may withdraw monies from the Deposit Account.
- 3.2 The Landlord shall be entitled to withdraw monies from the Deposit Account in order to indemnify the Landlord against all and any Secured Sums.
- 3.3 Any withdrawal by the Landlord from the Deposit Account shall be without prejudice to any other rights or remedies of the Landlord pursuant to this lease, under statute or at common law and (without prejudice to the generality of the foregoing) shall not be deemed to be payment of rent so as to prejudice the Landlord's rights of re-entry contained in this lease.

#### **4 Tenant's acknowledgement**

The Tenant acknowledges that:

- 4.1 the Landlord is authorised to deal with the Deposit Balance in accordance with the terms of this Schedule;
- 4.2 for the avoidance of doubt the Landlord's right of re-entry contained in this lease shall be exercisable in the event of any breach by the Tenant of any of the terms of this Schedule;
- 4.3 the exercise by the Landlord, or any person authorised by it in that behalf, of its right of re-entry shall not prevent or restrict any further appropriation from the Deposit Balance;
- 4.4 the liability of the Tenant pursuant to this lease from time to time shall not be limited to the amount of the Deposit Balance;
- 4.5 the Tenant shall not be entitled to be repaid the Deposit Balance or any sums from the Deposit Account except as specified in Paragraph 7 and shall not assign, charge, transfer or otherwise deal with its entitlement to such repayment.

#### **5 Tenant's covenants**

The Tenant covenants with the Landlord:

- 5.1 without prejudice to its obligations under this lease to pay the Secured Sums to the Landlord on demand;
- 5.2 to make such payments (whether directly to the Deposit Account or to the Landlord for payment in to the Deposit Account) as are necessary to maintain the sum in the Deposit Account throughout the Term at a level equal to such sum as shall represent 6 months' yearly rent reserved from time to time during the Term together with an amount equivalent to such VAT as is or would be properly chargeable thereon at not less than 20% provided such sum is not less than the Initial Deposit;
- 5.3 to make the payments required by Paragraph 5.2 no later than the close of business on the business day falling immediately after the day the Landlord notifies the Tenant of any shortfall requiring payment under Paragraph 5.2.

#### **6 Charge of the rent deposit**

- 6.1 The Tenant warrants to the Landlord that the Initial Deposit is free from any charge or incumbrance save as mentioned in Paragraph 6.2.
- 6.2 The Tenant charges and assigns to the Landlord with full title guarantee:
  - 6.2.1 the Initial Deposit,
  - 6.2.2 all Interest,
  - 6.2.3 the Deposit Account; and
  - 6.2.4 the Deposit Balanceas security for payment of the Secured Sums.
- 6.3 The Initial Deposit, the Deposit Balance and all Interest shall (pending withdrawal by the Landlord in accordance with the terms of this Schedule) be the property of the Tenant but subject to the charge contained in Paragraph 6.2.

- 6.4 Any monies withdrawn from the Deposit Account by the Landlord in accordance with this Schedule, shall by virtue of the withdrawal, be freed from the said charge and become the absolute property of the Landlord.
- 6.5 The security created by Paragraph 6.2 shall be a continuing security to the Landlord and shall be in addition to and shall not operate so as in any way to prejudice or affect the obligations of the Tenant or any other rights of the Landlord or any other security interest of the Landlord as regards the Tenant.
- 6.6 The provisions of Sections 93 and 103 of the Law of Property Act 1925 will not apply to the security constituted by this Deed, which shall immediately become enforceable, and the power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (as varied or extended by this security) shall be immediately exercisable at any time after any amount forming part of the Secured Sums falls due for payment and is not paid.
- 6.7 The Tenant hereby authorises the Landlord on the Tenant's behalf to notify the bank or other institution at which the Deposit Account is maintained of the existence of the charge contained in Paragraph 6.2.

## 7 Duration of the deposit

- 7.1 Provided that upon the relevant date none of the Secured Sums remains unpaid the Landlord shall release the Deposit Balance to the Tenant (less sums withdrawn by the Landlord pursuant to Paragraph 3 and tax and bank charges and expenses as referred to in Paragraph 2.1.4) within three months after the happening of whichever of the following events first occurs:

7.1.1 the date on which this lease (which for the avoidance of any doubt includes any renewal thereof) expires or determines (otherwise than firstly in pursuance of the exercise of the Landlord's power of re-entry contained in the lease or secondly in pursuance of the disclaimer of this lease by a trustee in bankruptcy or liquidator) and vacant possession of the Premises is yielded up;

7.1.2 the date of completion of a lawful assignment of this lease (in full compliance with the terms of this lease) to a company, person or other body unconnected in any way with the Tenant; or

7.1.3 the date on which the Landlord gives written confirmation to the Tenant that Satisfactory Accounts have been delivered to the Landlord in respect of the Tenant and for the purposes of this Sub-clause 7.1.3, "Satisfactory Accounts" means

**Satisfactory Accounts:** accounts in respect of the Tenant which have been audited by a person, firm or company satisfactory to the Landlord and which show both:

(a) that for the three immediately preceding accounting reference periods, the pre-tax profits of the Tenant in respect of each such accounting reference period exceeded a sum calculated by multiplying the amount of yearly rent first reserved, the insurance rent second reserved and the service charge third reserved payable during such accounting reference period, by three; and

(b) that the aggregate of the share capital and reserves and the retained profit as stated in such accounts for the immediately preceding accounting reference period exceeds a sum calculated by multiplying the amount of yearly rent first reserved, the insurance rent second reserved and the service charge third reserved payable at the date on which such accounts are delivered to the Landlord, by five;

provided that in the event that any of the accounting reference periods of the Tenant referred to in paragraphs (a) and (b) above represent a period of time which is either longer or shorter than a period of twelve calendar months, the tests referred to in those paragraphs shall be applied to:

(1) the items mentioned in those paragraphs as shown in the accounts for any such accounting reference period in respect of the aggregate yearly rent first reserved, the insurance rent second reserved and the service charge third reserved by the lease payable during such accounting reference period apportioned on a daily basis; and

(2) such number of the Tenant's accounting reference periods as is equal to or exceeds a period of three years in the case of paragraph (a) and a period of one year in the case of paragraph (b).

## **8 Non-vitiation**

The Landlord may at any time without discharging in any way or affecting any part of its rights or security under this Schedule:

- 8.1 grant to the Tenant any time or indulgence;
- 8.2 release to the Tenant such sums as it may from time to time at its sole discretion determine;
- 8.3 neglect or forbear to enforce the payment of the rents reserved by this lease or to enforce other payments due to the Landlord by the Tenant or to enforce compliance of the obligations on the part of the Tenant contained in this lease;
- 8.4 release any security or guarantee held by the Landlord in relation to the obligations on the part of the Tenant contained in this lease;
- 8.5 do or omit to do any other act or thing (other than a release by deed) by which the Tenant's liability would otherwise be released in whole or in part.

## **9 Assignment of Landlord's Interest**


Subject to the Landlord first providing a Deed executed by the New Reversioner covenanting with the Tenant to comply with all the Landlord's obligations in this Schedule, the Landlord shall have no liability under this Schedule after it has disposed of the reversion to the Lease. In this paragraph 9 "Landlord" means only the person making the disposition in favour of the New Reversioner.

EXECUTED as a DEED by  
BLADES BIKES LTD  
acting by



(director) in the presence of:

Witness:

Signature: 

Name: AMY JACOBS

Address: 2 ROOKLEY FARM COTTAGES - SO20 6QX

Occupation: BAKER

## **Photographic Schedule of Condition**

**Unit 9 Sun Valley Business Park, Winnall Trading Estate, Winchester, Hampshire**

**Prepared on behalf of Blades Bikes**

**Project Surveyor: David Sillence**

**For and on behalf of Sillence Hurn Building Consultancy Ltd**

**Sillence Hurn Building Consultancy Ltd**

**Unit 4, Imperial House, Imperial Way**

**Southampton, SO15 0RB**

**Telephone: 07983 862478**

**May 2020**

**Ref: Unit 9 Sun Valley Business Park**



**Contents:**

Introduction

Glossary of Terms

Site Description

Photographic Schedule

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

## Introduction

The purpose of this Photographic Schedule of Condition is to record the condition of the premises prior to commencement of the new lease term.

No intrusive investigations have been undertaken as part of this inspection and therefore have not inspected parts of the structure which are unexposed or inaccessible and cannot confirm that such areas are free from defects. This photographic record of condition should not be viewed as a building or structural survey, and no comment is made within the documents as to the reason why any defects or disrepair are evident.

As building22 surveyors we are not able to carry out detailed examination, testing or commissioning of building utility services installations (electrics, gas, heating system, air conditioning, underground drainage, etc.). A visual inspection of these elements has been included within this schedule, but service installations were not tested during our inspection.

## Third Party Clause

This report is only for the use of the parties to whom it is addressed, and no responsibility is accepted to any other party for the whole or any parts of its contents. The whole, nor any part of this report, or any reference thereto, may be included in any document or statement, nor published or reproduced in anyway, without our prior approval in writing as to the form or content in which it will appear.

<b>Name of Surveyor</b>	David Silence
<b>Inspection Date</b>	22 <sup>nd</sup> May 2020
<b>Weather Conditions</b>	Dry and warm
<b>Direction Reference</b>	N/A for this property

**Signature**



**Date** 28/05/2020

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

**Glossary of Terms**

The table below provides guidance on the terms used in the Photographic Schedule of Condition to describe the condition of each construction element, fixture, fitting or finish.

Reference	Description
New	As new or very recent
Good	No defects, cleaned and / or maintained
Satisfactory / Acceptable	Signs of typical wear and tear appropriate to age of item. No requiring any immediate action
Fair	Worn, tired, used condition with minor repairs necessary
Poor / Very Poor	In need of repair, significant repair or replacement
Life Expired	Requires replacement

**Site Description**


The property in question is known as Unit 9, Sun Valley Business Park, Winnall Trading Estate, Winchester. This light industrial unit forms part of a terrace of identical units and comprises a fundamentally open plan layout with a small steel mezzanine formed at the rear with an enclosed office area afforded at first floor level. A single wc is provided within a small enclosure located at the front of the unit.



The unit is of simple portal frame construction with elevations and the roof clad with profile metal sheeting. Rooflights are incorporated within the roof. A groundbearing floor slab is provided with party walls in blockwork.

The property benefits from all mains services connections including a 3-phase electrical supply, gas and a single a/c unit serving the first floor office area only.


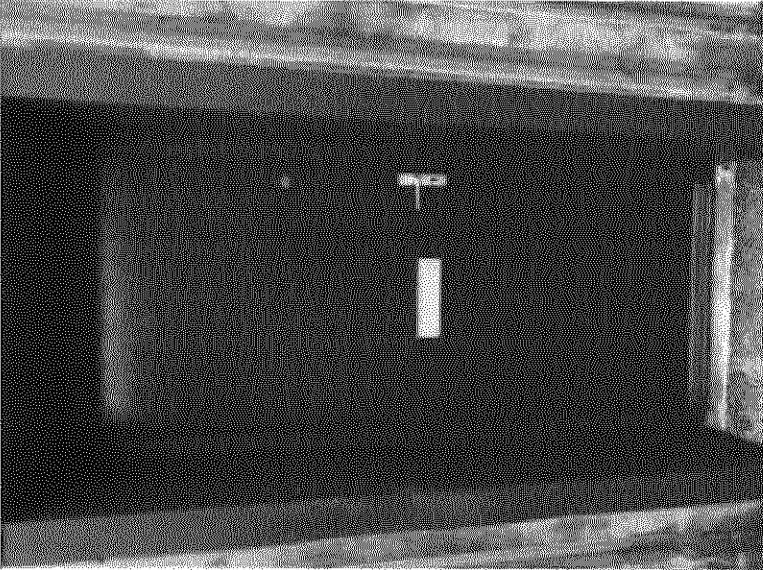
## Photographic Schedule

### Externally – Front Elevation

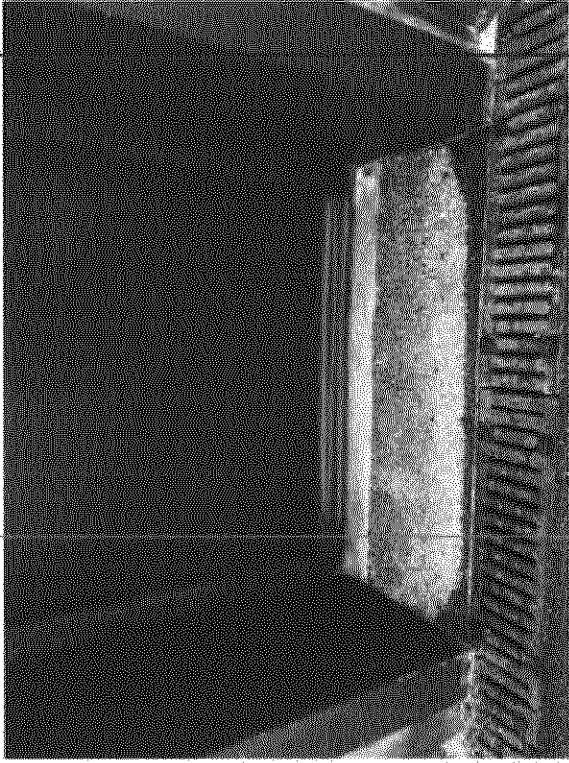

 <p>A black and white photograph showing the front elevation of a building. The building has a corrugated metal facade. There are two large windows on the left and a door on the right. A sign above the door reads 'TOILET'. The building is situated next to a paved area, possibly a terrace or parking lot.</p>	
<p><b>Photograph 1</b> General view of unit to terrace.</p>	<p><b>Photograph 2</b> Front façade showing mismatching profile metal wall cladding sheets where localised areas replaced and factory coating heavily faded, marked, soiled and lightly impact damaged at low level. Various redundant fixing voids evident.</p>

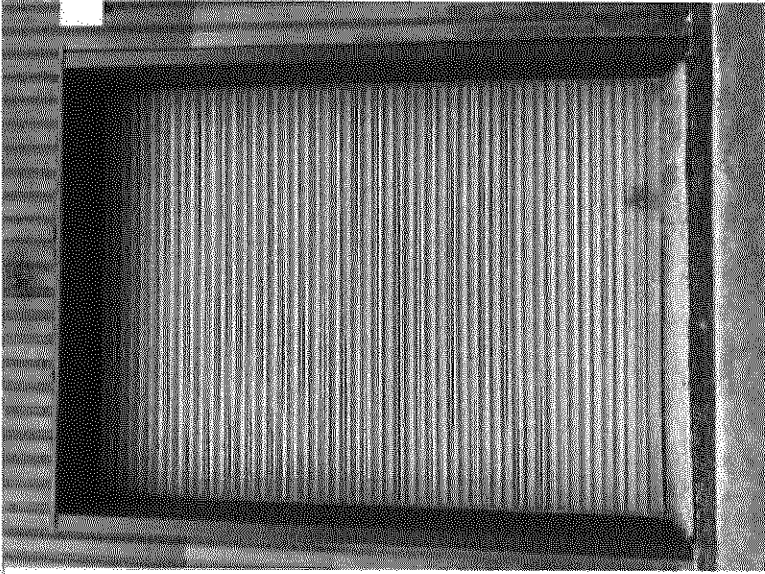

			<p><b>Photograph 3</b> Further view showing condition of profile metal wall cladding sheets as before.</p>		<p><b>Photograph 4</b> Further view of profile metal wall cladding sheets as before.</p>
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**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

	
<p><b>Photograph 5</b> View of impact damaged reveal trim around entrance door opening.</p>	<p><b>Photograph 6</b> View of timber entrance doorset showing new door in good condition with letter plate lightly tarnished. Original timber frame retained with decorations patchy and open grain and decay evident at base of frame.</p>

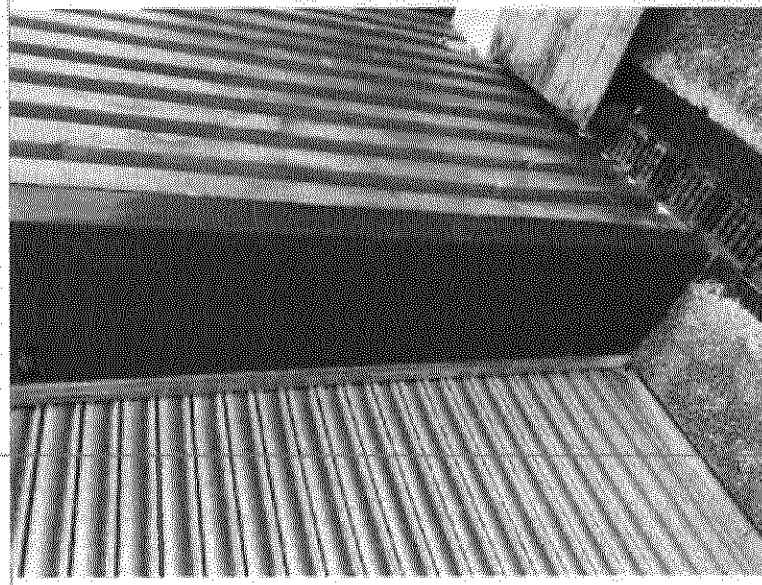



			<p><b>Photograph 7</b> Close up view showing flaking paint decorations to entrance door reveal trims, open grain and grinning paint to door frame and undecorated hardwood sill.</p> <p><b>Photograph 8</b> Close up view showing low level impact damage to wall cladding sheets (typical throughout).</p>
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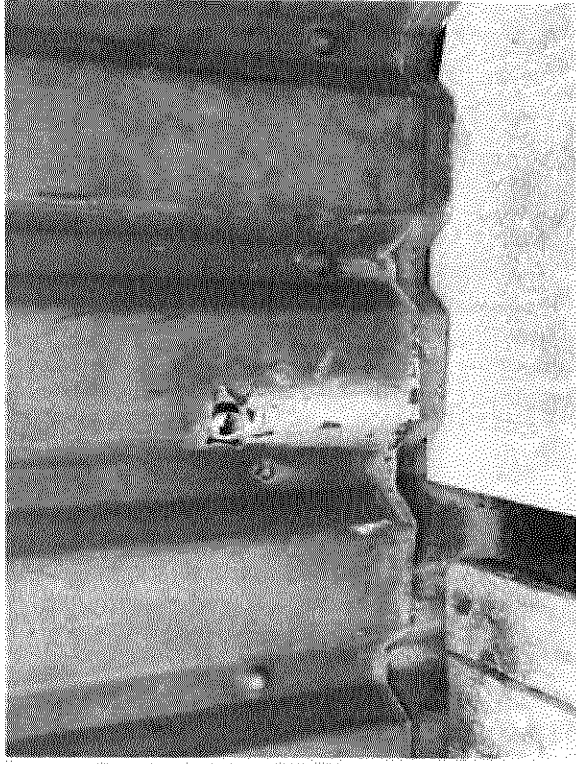
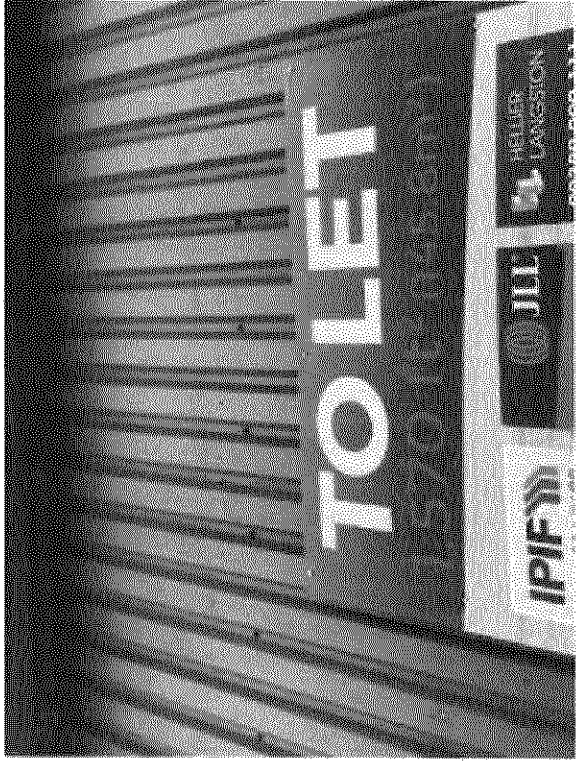
	
<p><b>Photograph 9</b> View of galvanised steel roller shutter door showing fair but heavily soiled and stained condition.</p>	<p><b>Photograph 10</b> View of low level impact damage to reveal flashing trim of service door along with marking of paint decorations. Localised rivet fixings missing (typical throughout).</p>



**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

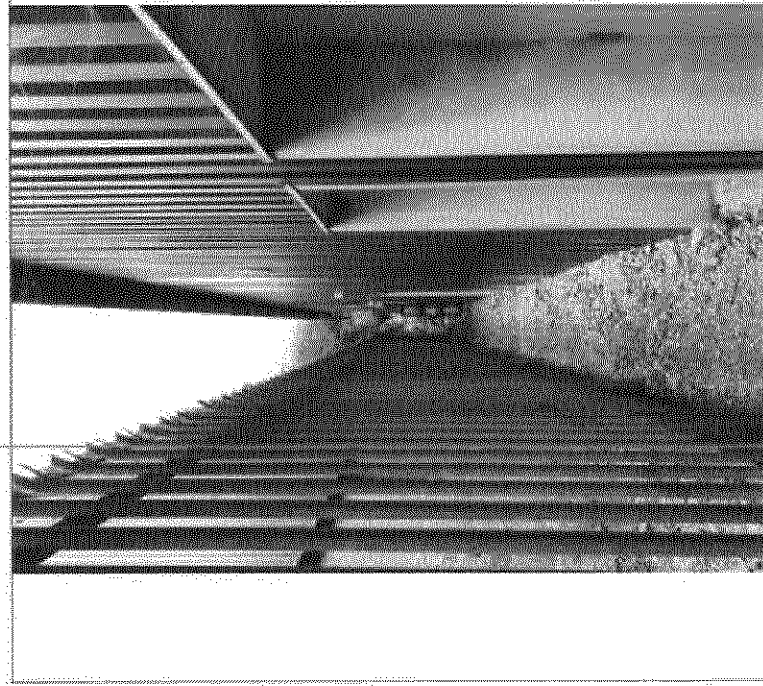
		
<p><b>Photograph 11</b> View of damage to right hand reveal trim to roller shutter door opening with paint decorations marked, soiled and stained with redundant fixing voids evident (typical throughout).</p>		<p><b>Photograph 12</b> Low level impact damage to profile metal wall cladding sheets to right of roller shutter service door. Cladding sheets heavily environmentally soiled, stained and faded (typical throughout).</p>

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

	
<p><b>Photograph 13</b> View of damaged overflow pipe penetrating wall cladding sheet at low level with significant staining below.</p>	<p><b>Photograph 14</b> Close up view showing typical redundant fixing voids evident throughout façade.</p>

**Photographic Schedule of Condition**  
 Unit 9 Sun Valley Business Park

**Rear Elevation**



**Photograph 15**

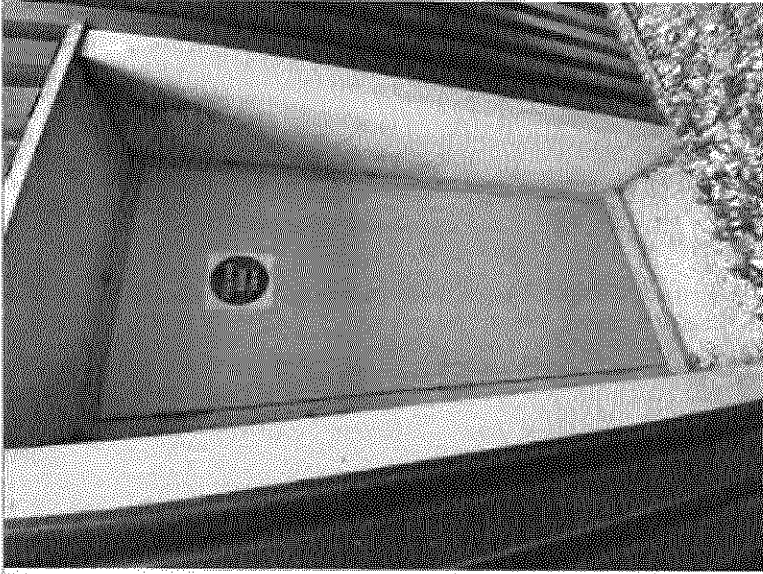

Restricted view at rear of property.




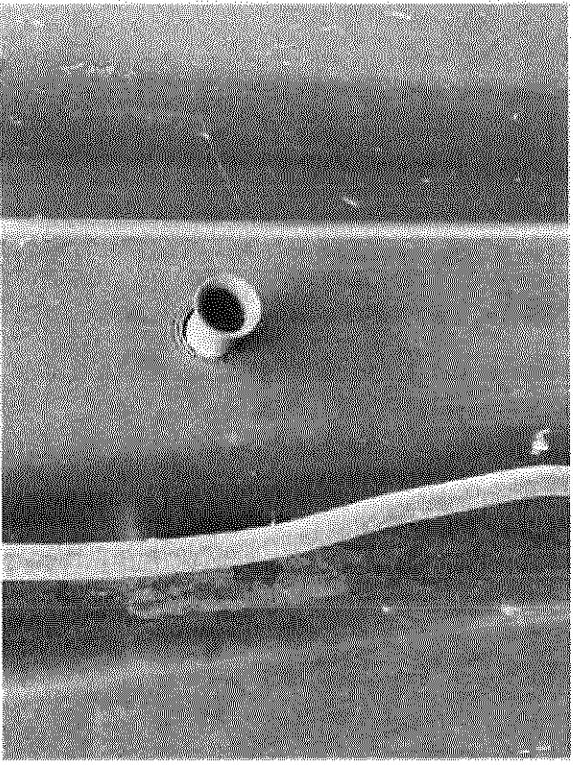
**Photograph 16**

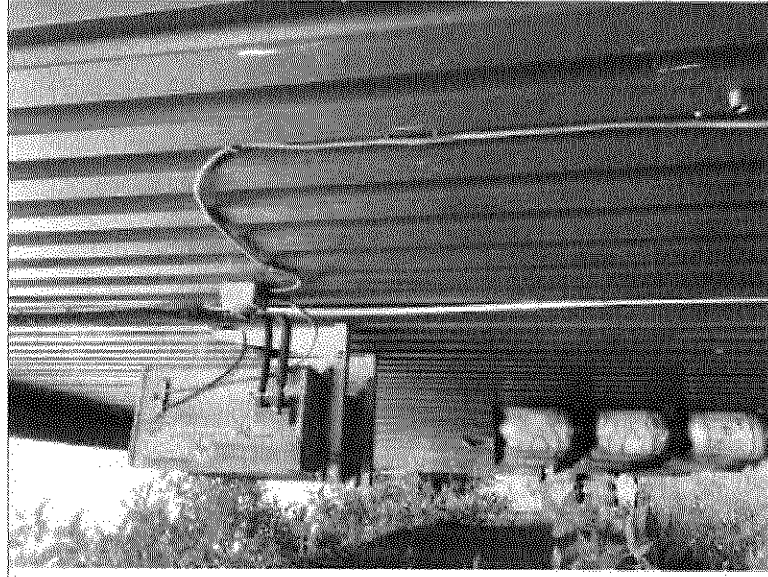
Further view at rear of property showing general fair condition of profile metal wall cladding sheets although environmentally soiled and stained.

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

		
<p><b>Photograph 17</b> View of external fire exit doorset showing fair condition with external steel plate to door recently redecorated although original blue paint finish grinning through. Frame and cill decorations worn, soiled and stained. Cladding reveal and cill trims heavily soiled and stained.</p>		 <p><b>Photograph 18</b> View showing localised missing cover caps to wall cladding bolt fixings (typical throughout).</p>

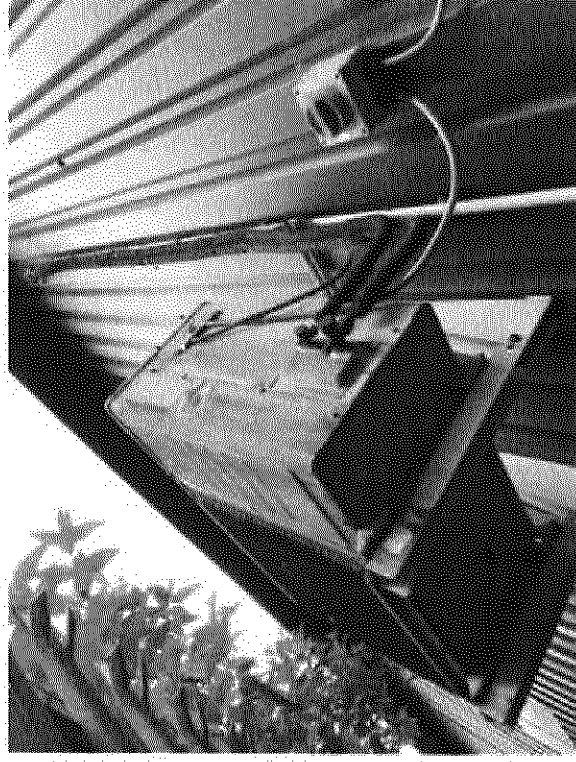


	
<p><b>Photograph 19</b> View of damaged security alarm box affixed over fire exit door set.</p>	<p><b>Photograph 20</b> View of pipe penetration through external wall cladding sheet.</p>




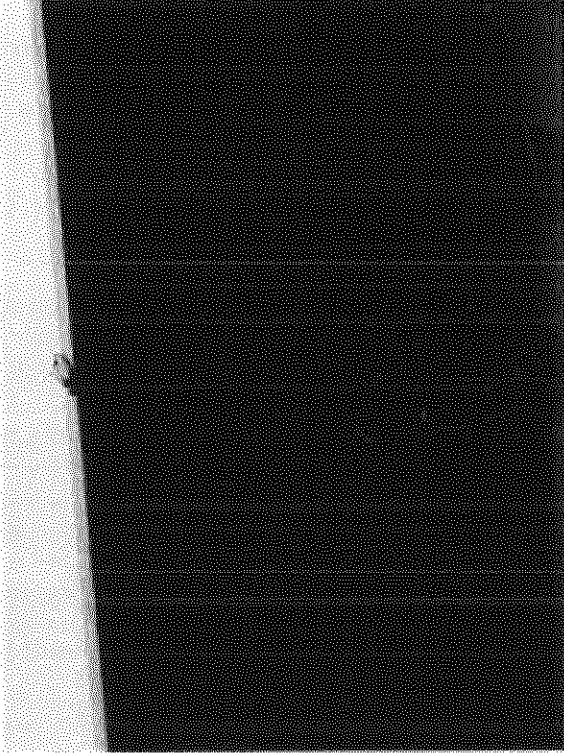
**Photograph 21**

View of wall mounted air conditioning compressor unit showing heavily soiled and stained condition of casing and bracket support. Insulant to cables and pipes heavily crazed and aged with condensate pipe loose and detaching where bracket fixings broken.

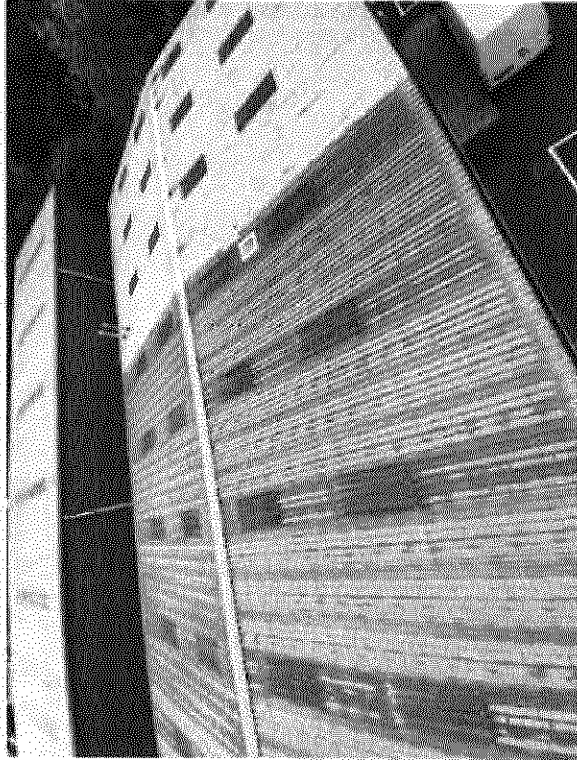



**Photograph 22**

Further close up view of compressor unit.

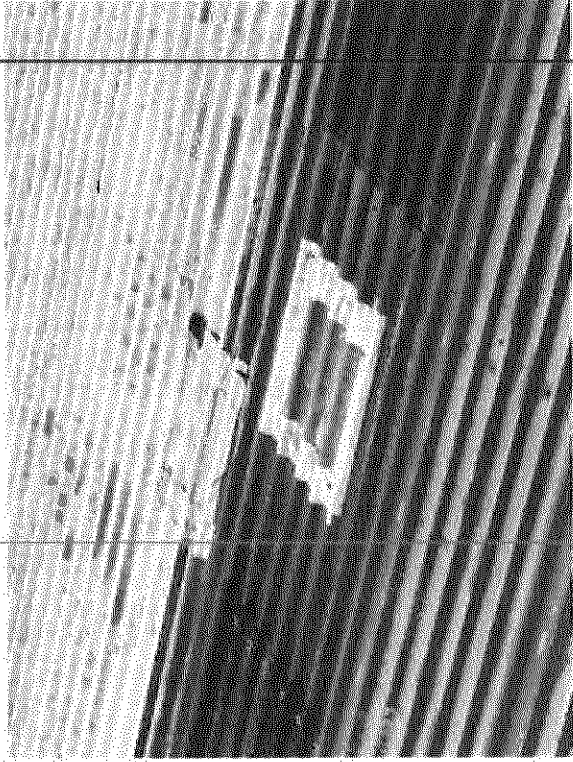
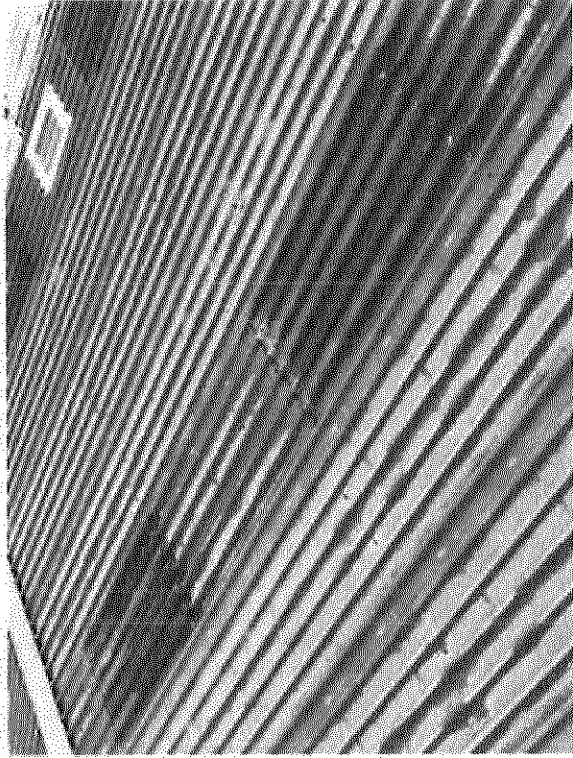
		
<p><b>Photograph 23</b> View of patch repair to former services penetration to wall cladding at high level over AC compressor unit.</p>		<p><b>Photograph 24</b> Close up view underside of roof eaves showing worn, soiled and stained condition of decorated gutter and support brackets with surface corrosion evident to bracketry. Leak staining and minor surface corrosion evident at gutter joints. (Typical to both elevations)</p>


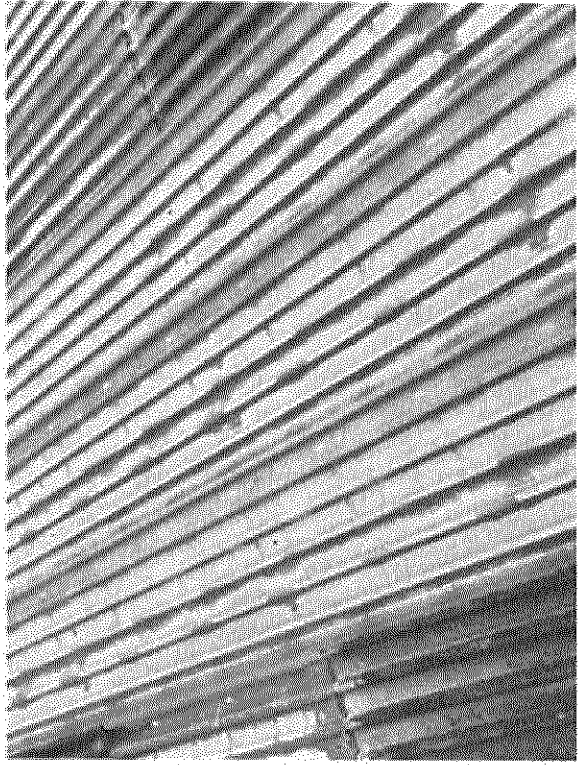
## Roof

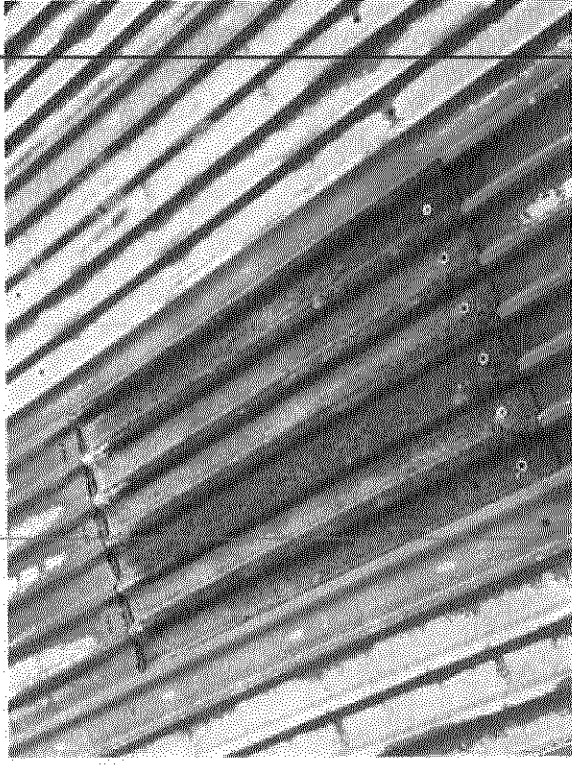
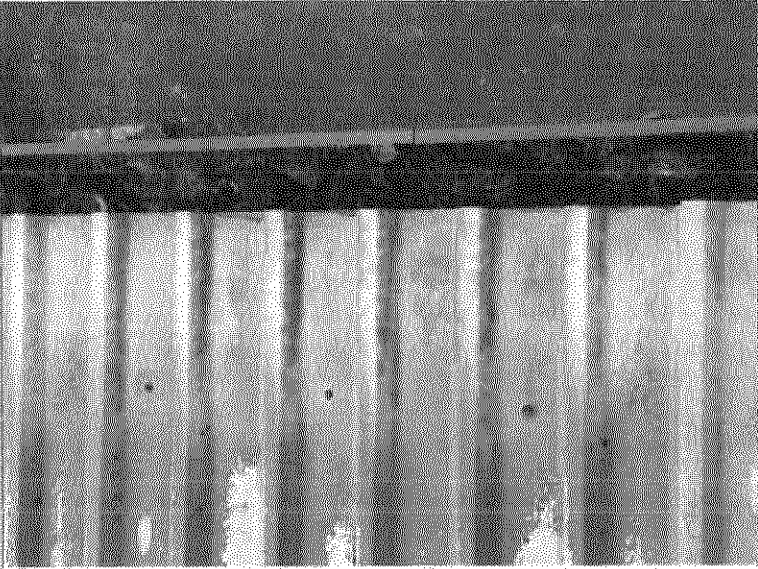
	
<p><b>Photograph 25</b> General view of roof showing heavy erosion and delamination of factory coating to steel profile metal cladding roofing sheets.</p>	<p><b>Photograph 26</b> View of rear pitch.</p>




**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

			<p><b>Photograph 27</b> Close up view showing previous patch repair to roof where former services penetration sealed up.</p>		<p><b>Photograph 28</b> Close up view showing life expired condition of rooflights where heavily environmentally crazed and fogged.</p>
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<p><b>Photograph 29</b> Close up view showing cut edge corrosion to base of roof sheets at head of rooflights (typical throughout).</p>	<p><b>Photograph 30</b> Close up view showing typical heavy erosion and delamination of factory coating to steel profile metal clad roof sheets. Cap covers to bolt fixings generally missing with fixings corroding.</p>

				<p><b>Photograph 31</b> Further close up view of rooflight showing heavily crazed and fogged condition, corroding bolt fixings and cut edge corrosion to roof sheets.</p> <p><b>Photograph 32</b> View along eaves showing cut edge corrosion to roof sheets generally, corroded bolt fixings to cladding sheets and silt and leaf debris accumulation within gutters.</p>
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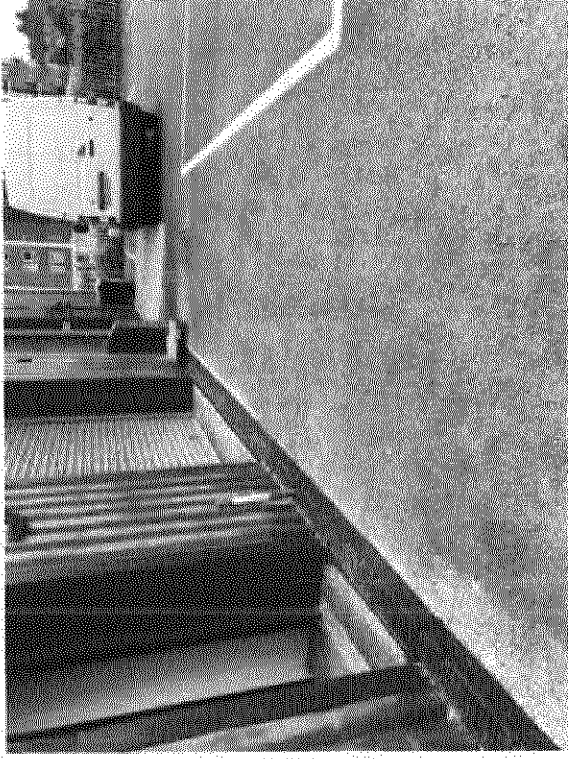
**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park



			
<p><b>Photograph 33</b> Close up view of eaves showing cut edge corrosion to roof sheet and moss and silt debris within gutter. Paint decorations to gutter in fair condition although soiled and stained with corrosion evident to bolt fixings to gutter brackets.</p>			






**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

**External Areas**

		
<p><b>Photograph 34</b> General view of front hardstanding area showing general good condition of tarmac surface.</p>		<p><b>Photograph 35</b> View of tarmac hardstanding in front of unit showing general fall towards building with newly installed Aco drain evident.</p>

	
<p><b>Photograph 36</b> Close up view showing surface corrosion to Aco drain grille cover.</p>	<p><b>Photograph 37</b> View showing step down at tarmac abutment with concrete slab to warehouse providing void underside of roller shutter door.</p>


				<p><b>Photograph 38</b> View of brick plinth with concrete slab over, underside of overflow pipe to toilet.</p>		<p><b>Photograph 39</b> View of rear fire escape route at rear of unit showing stone and aggregate treatment with levels uneven and undulating with minor rubbish accumulation evident.</p>
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<p><b>Photograph 40</b> View of rough concrete step arrangement to rear fire exit door.</p>	

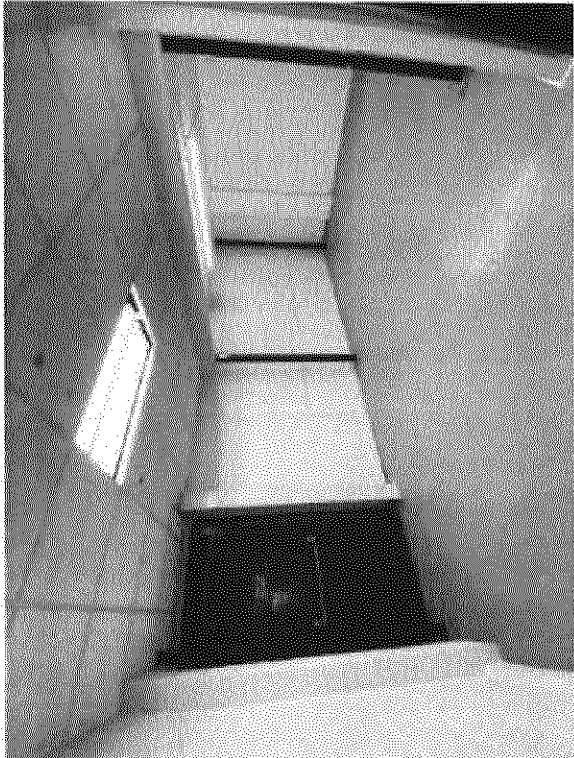
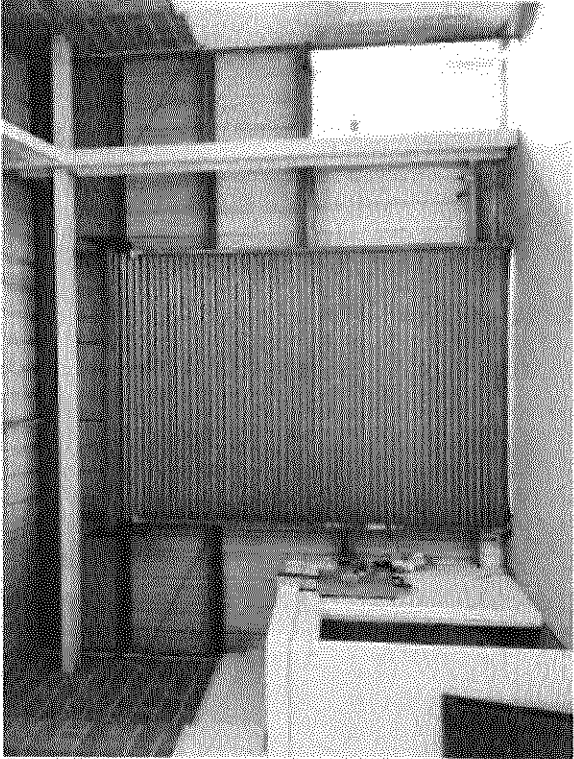


**Photographic Schedule of Condition**  
 Unit 9 Sun Valley Business Park

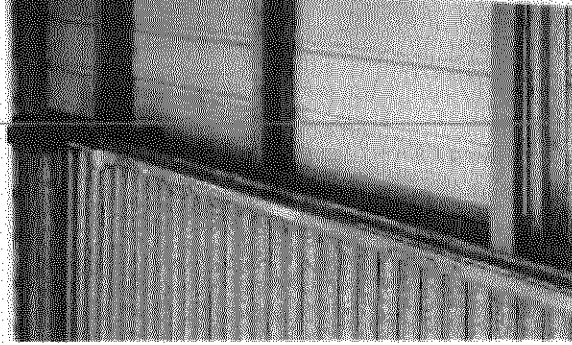
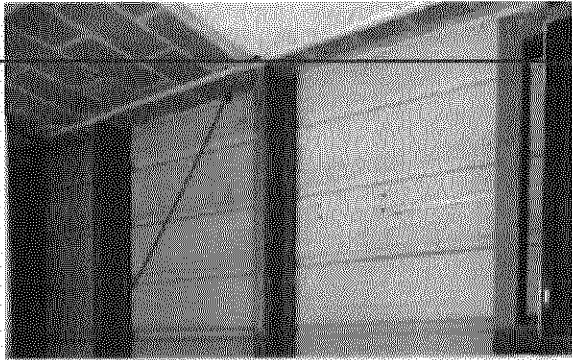

**Internally**



		
<p><b>Photograph 41</b>          General view of unit from front entrance door.</p>		<p><b>Photograph 42</b>          View of unit from rear.</p>

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park


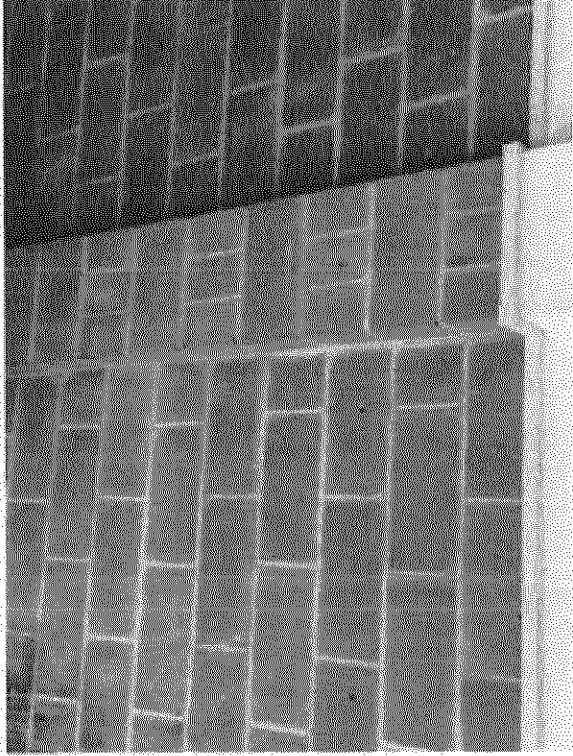
	
<p><b>Photograph 43</b> View to underside of mezzanine area at rear of unit.</p>	<p><b>Photograph 44</b> Front of unit showing soiled and stained condition of all surfaces including wall cladding and roller shutter door. Paint decorations to structural steelwork lightly soiled and stained.</p>

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 Unit 9 Sun Valley Business Park

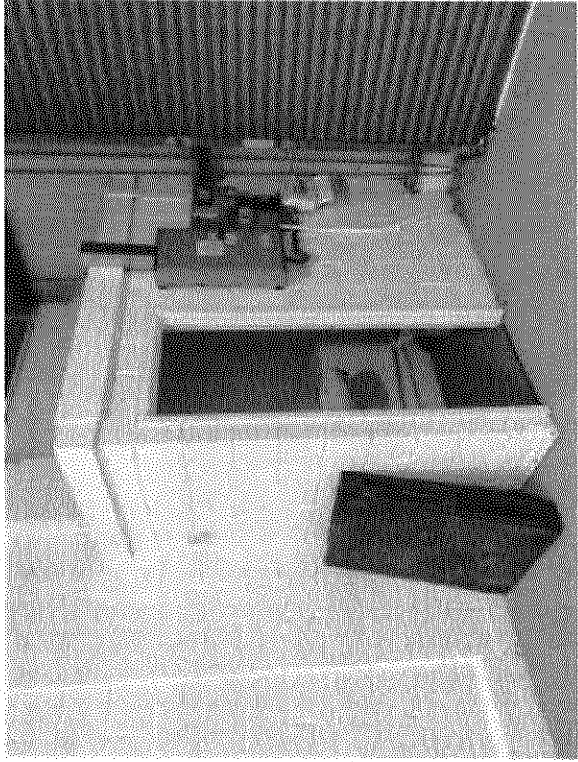

			<p><b>Photograph 45</b>          Close up view showing heavy soiling and staining of wall cladding to front elevation.</p> <p><b>Photograph 46</b>          Further view of roller shutter door installation.</p>
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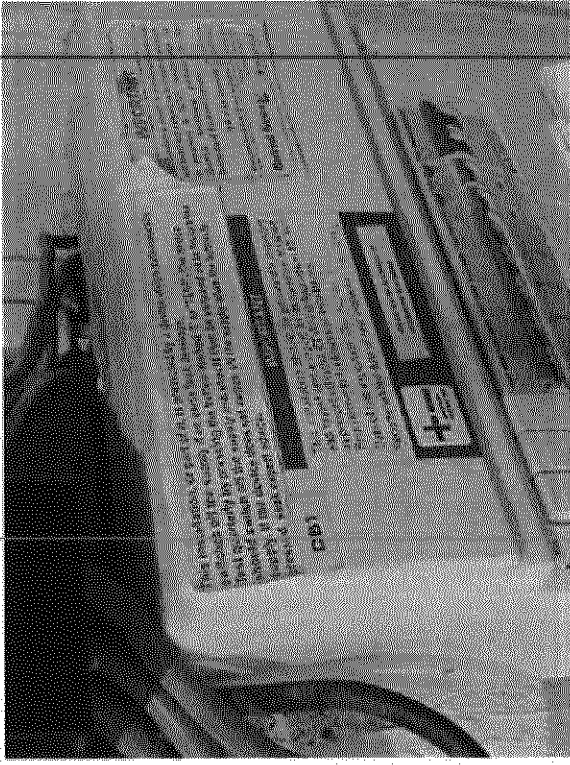

	
<p><b>Photograph 47</b> View along left flank party wall showing newly decorated fair-faced blockwork at low level with previous patch repairs undertaken to blockwork at high level.</p>	<p><b>Photograph 48</b> View along right flank party wall showing localised patch repairs to blockwork at high level. Paint decorations at low level in good condition with localised impact damage marking evident to localised areas (typical throughout).</p>



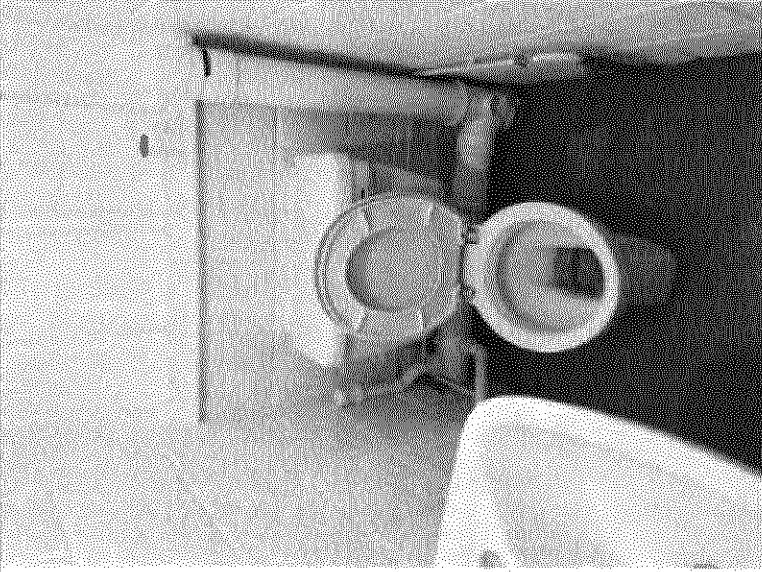
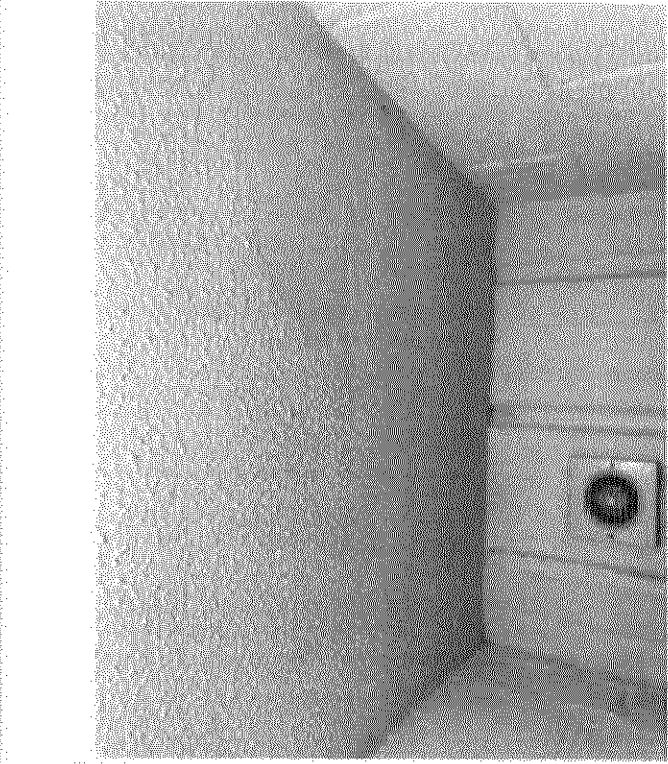
		
<p><b>Photograph 49</b> Close up view of damp staining to fairfaced blockwork to right flank party wall underside of patch repair to roof where former flue vent penetration sealed over.</p>		<p><b>Photograph 50</b> Close up view of localised section of blockwork party wall showing localised redundant fixing voids (typical throughout).</p>

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<p><b>Photograph 51</b> View of toilet block enclosure showing good condition of decorative finish with localised minor impact damage evident and patch repairs undertaken to blockwork.</p>	<p><b>Photograph 52</b> View of electrical switch gear affixed to flank wall of toilet block enclosure. Three-phase supply provided.</p>

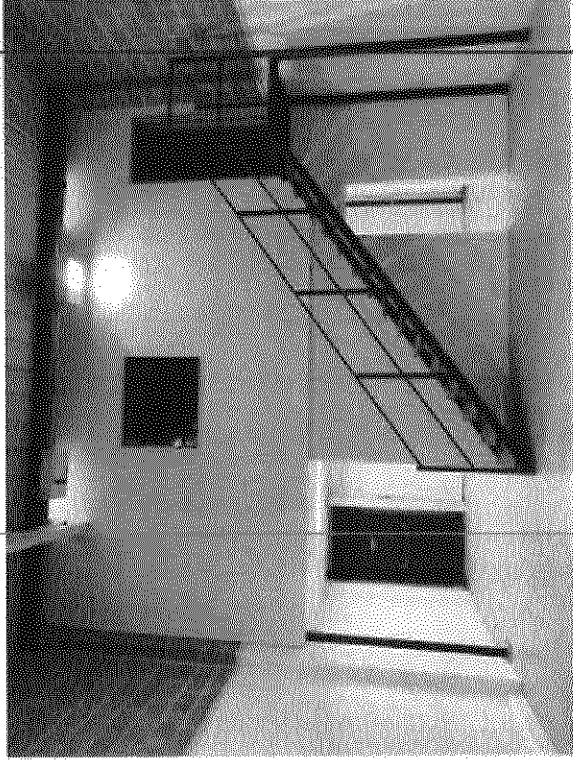
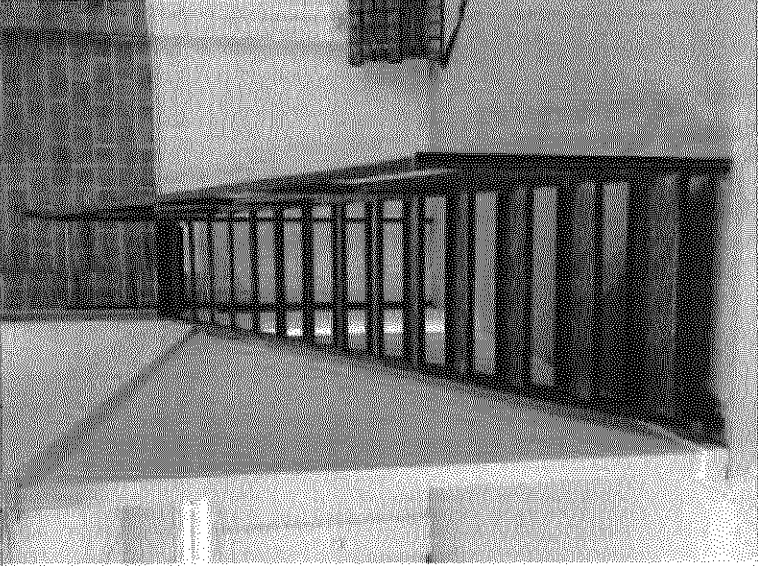
		
<p><b>Photograph 53</b> Close up view of distribution board showing date of next periodic hard wired inspection to be undertaken in 2023.</p>		<p><b>Photograph 54</b> Restricted view within WC showing recently redecorated surfaces with sanitaryware in good working order although heavily soiled and stained. Vinyl floor covering in fair condition although heavily soiled and stained.</p>

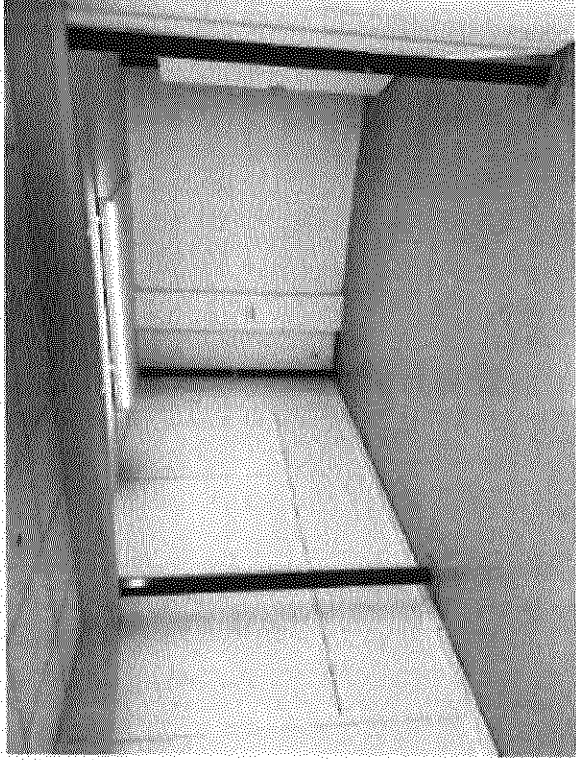

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

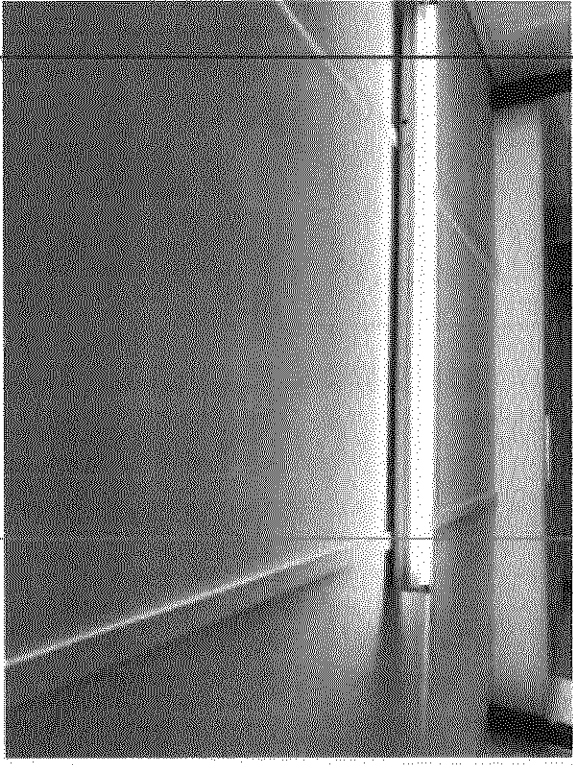
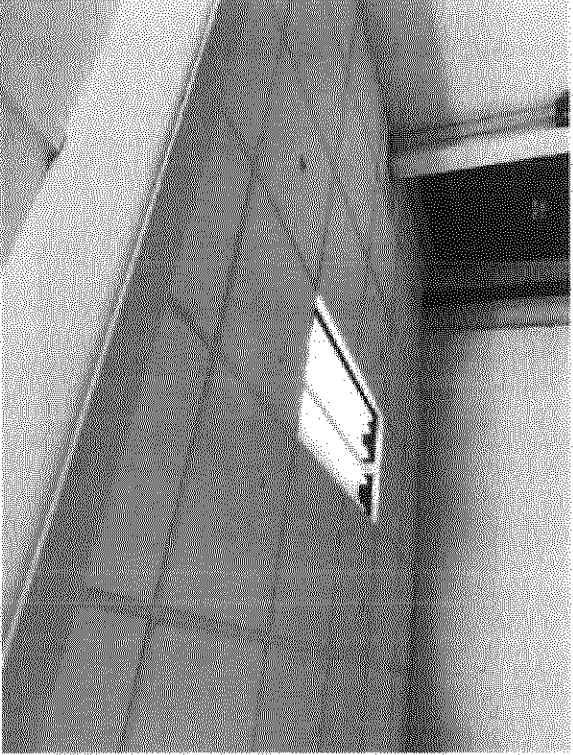
		
<p><b>Photograph 55</b> Further view within WC cubicle.</p>		<p><b>Photograph 56</b> View of previous patch repair to ceiling within WC cubicle.</p>



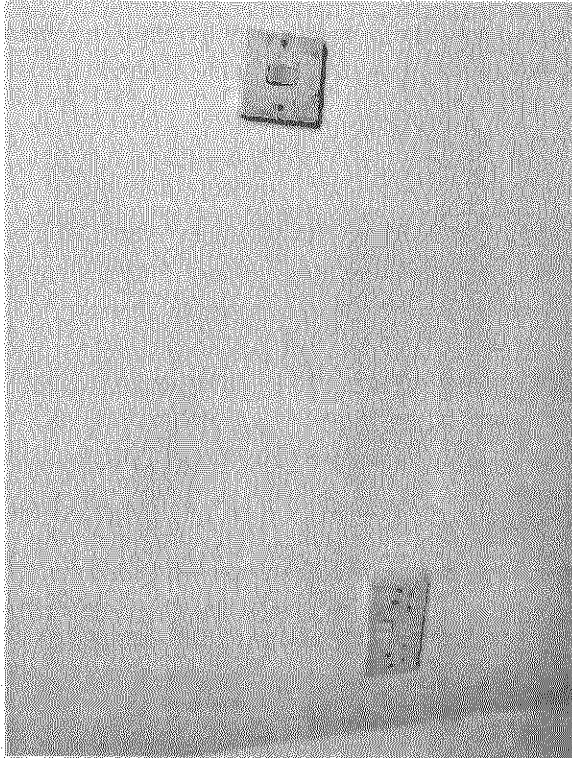
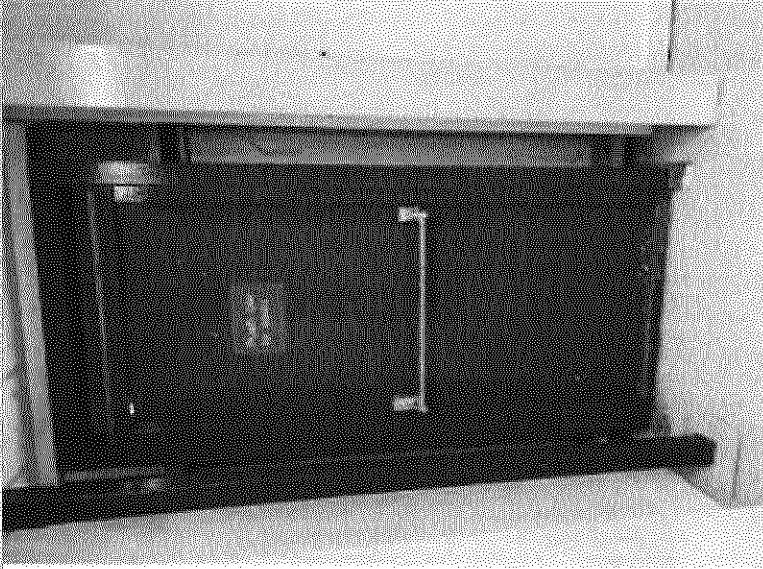
**Photographic Schedule of Condition**  
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		<p><b>Photograph 57</b>          View of mezzanine structure at rear of unit showing newly redecorated surfaces aside from staircase.</p>	<p><b>Photograph 58</b>          View of steel staircase showing general heavily soiling, staining and wear of paint coating.</p>
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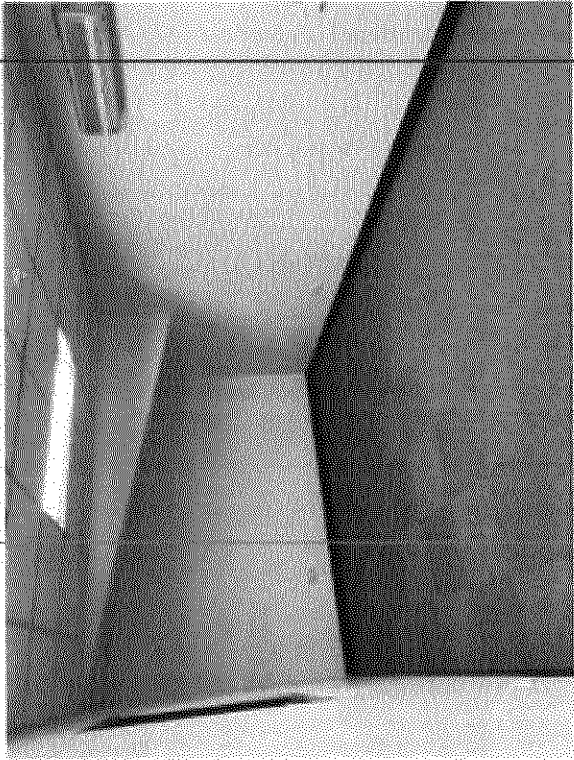
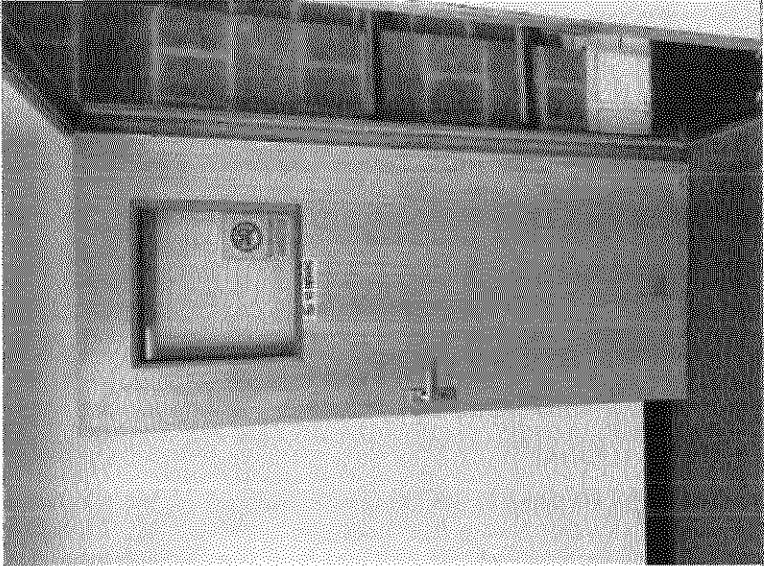
	<p><b>Photograph 59</b> View to underside of mezzanine area at ground floor level showing newly redecorated surfaces although paint decorations to mezzanine steel columns marked and worn.</p>
	<p><b>Photograph 60</b> View to underside of mezzanine area at ground floor level showing newly redecorated surfaces although paint decorations to mezzanine steel columns marked and worn.</p>

			
<p><b>Photograph 61</b> View of ply ceiling soffit showing good general condition although slightly sagging with newly redecorated surface.</p>			<p><b>Photograph 62</b> View of suspended ceiling to part underside of mezzanine floor showing number of suspended ceiling tiles impact damaged and holed. Tiles generally lightly soiled and stained.</p>

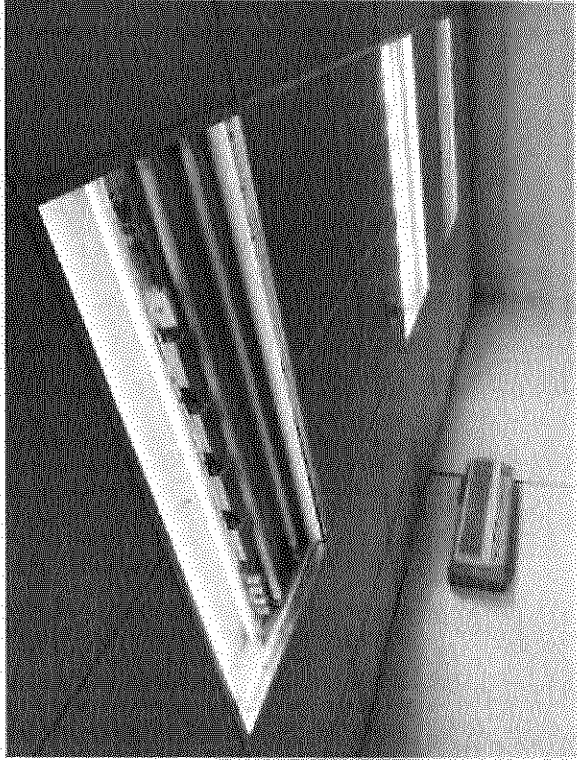
**Photographic Schedule of Condition**  
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	<p><b>Photograph 63</b> View of light switch and socket outlet showing typical soiled and stained of electrical componentry throughout.</p>
	<p><b>Photograph 64</b> View of rear fire exit doorset showing soiling and staining of paint decorations with original yellow paint colour grinning through. Push bar ironmongery heavily scoured and marked.</p>

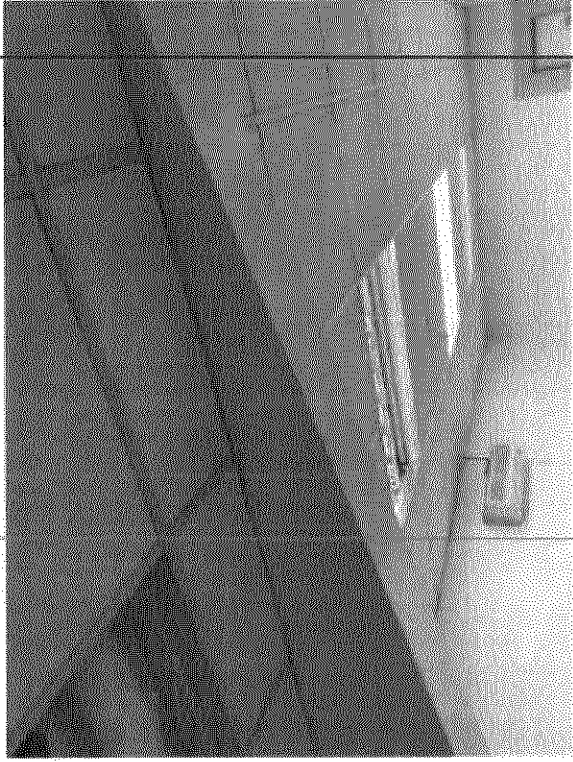
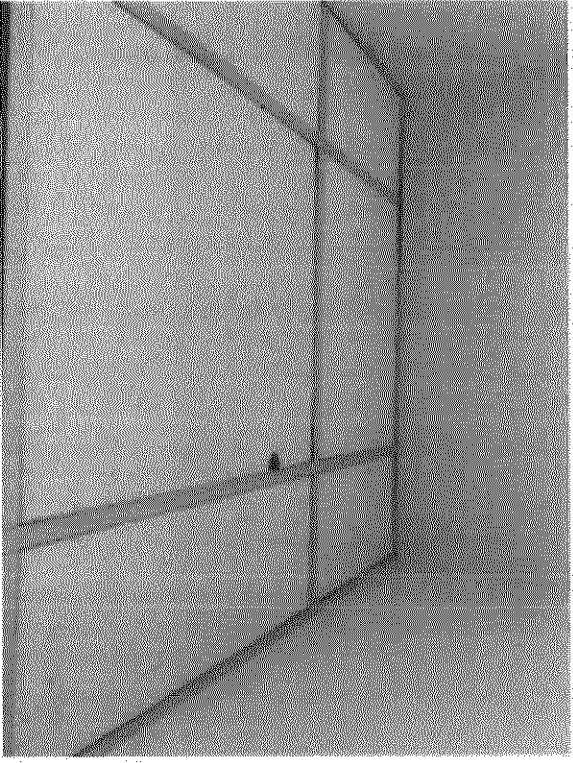




			
<b>Photograph 65</b> General view within first floor mezzanine office area showing newly decorated surfaces with carpet tiled floor covering in fair condition.			<b>Photograph 66</b> View of veneered door showing general marking and staining to both faces.

**Photographic Schedule of Condition**  
Unit 9 Sun Valley Business Park

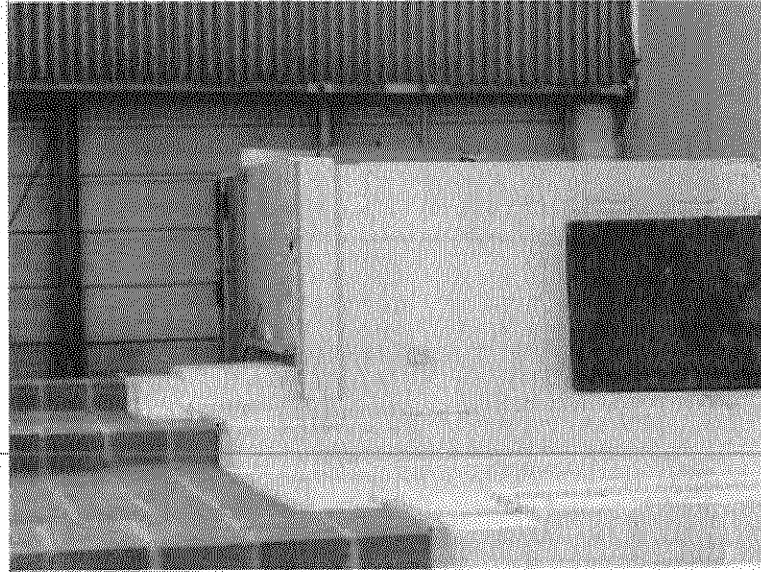
	
<p><b>Photograph 67</b> View of recessed light fittings to suspended ceiling showing missing diffuser covers to 2nd, several non-functioning light tubes, with diffuser cover to third light fitting cracked, damaged and stained.</p>	<p><b>Photograph 68</b> View of fourth recessed light fitting showing missing diffuser cover with unit displaced and tubes missing and non-functioning</p>

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<p><b>Photograph 69</b> General view of suspended ceiling arrangement showing general fair condition although lightly soiled and stained.</p>	<p><b>Photograph 70</b> View of 1 No impact damaged suspended ceiling tile.</p>

	<p><b>Photograph 71</b> View of soiled and stained air conditioning unit affixed to rear wall. Not tested whether functioning.</p>
	<p><b>Photograph 72</b> Further view of warehouse area from first floor mezzanine area.</p>





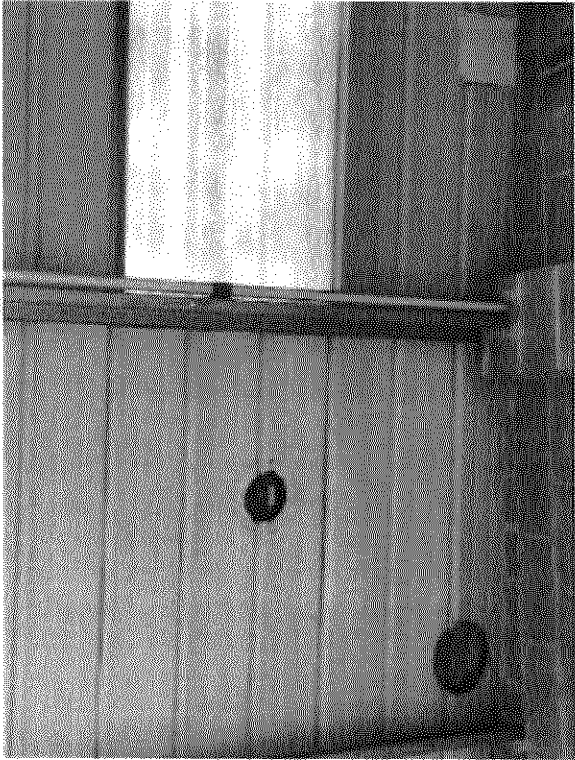

**Photograph 73**

View of rubbish debris on top of WC roof.


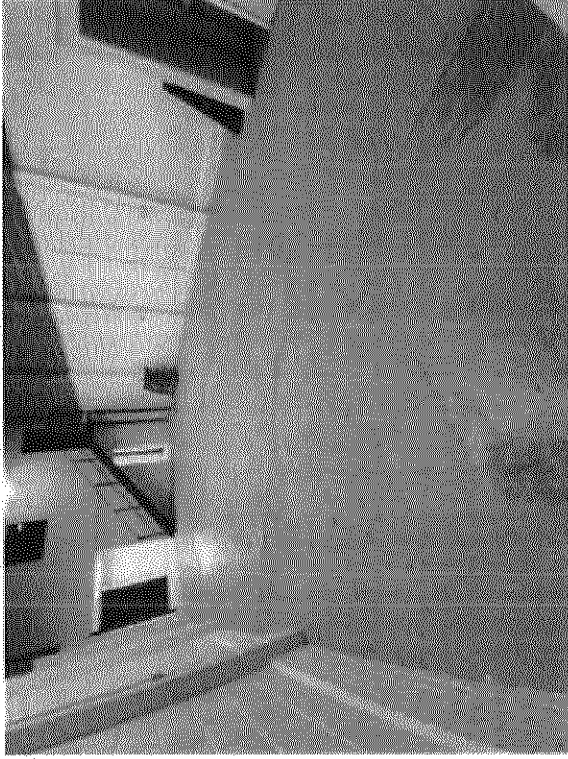


**Photograph 74**


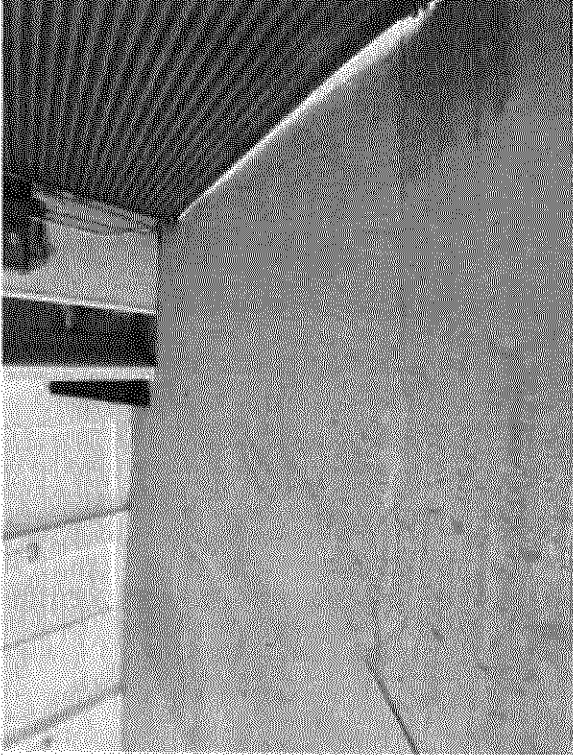
View of underside of roof covering showing light soiling and staining of liner sheets with rooflights heavily fogged, soiled and stained providing minimum natural daylight within unit. Voids evident in liner sheets where former services removed with 1 No cover plate installed to former services penetration.

	
<p><b>Photograph 75</b> Close up view showing voids in inner roof liner sheet along with 1No patch repair to former services penetrations.</p>	<p><b>Photograph 76</b> View of 1No rooflight showing typical fogged, soiled and stained condition.</p>


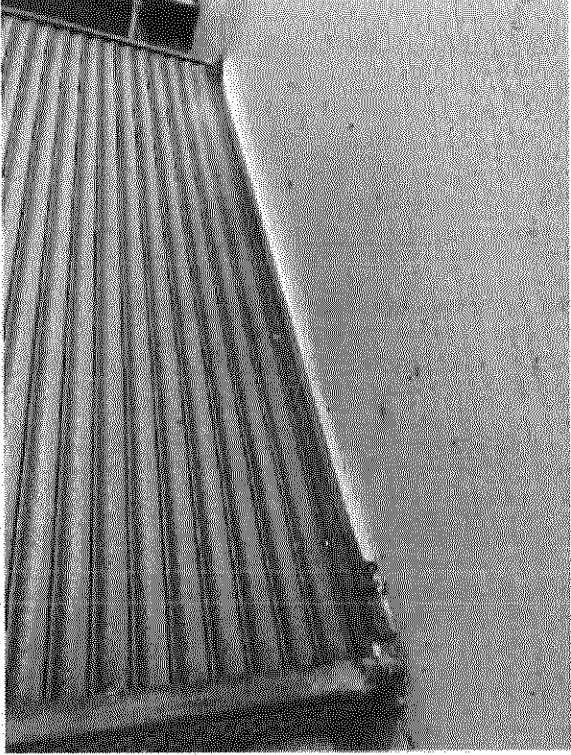
**Photographic Schedule of Condition**  
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<p><b>Photograph 77</b> View of 1 No non-functioning light unit suspended from roof purlin. Casings to light fittings throughout generally soiled and stained.</p>		<p><b>Photograph 78</b> View of concrete floor slab arrangement showing variance in finishes and levels with floor slab ramping up towards rear of property. Surface lightly pitted and spalled to areas with paint covering in fair condition although slab lightly soiled and stained.</p>



**Photographic Schedule of Condition**  
**Unit 9 Sun Valley Business Park**

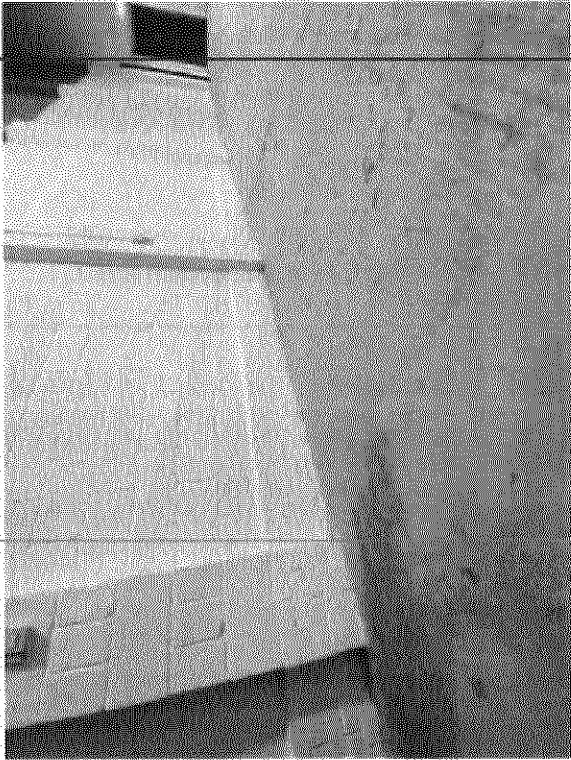

	
<p><b>Photograph 79</b> View of floor slab from rear of unit.</p>	<p><b>Photograph 80</b> View of rough brushed finish to concrete at front of unit adjacent service door.</p>



		
<p><b>Photograph 81</b> View of shrinkage cracking in concrete at service door opening.</p>		<p><b>Photograph 82</b> View of visible large gapping at base of roller shutter service door with slab.</p>



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<p><b>Photograph 83</b> View of step between external tarmac hardstanding surface and internal concrete slab to unit.</p>	<p><b>Photograph 84</b> View of lower section of concrete slab around entrance door to front elevation with damp staining evident suggesting ingress of rainwater underside of roller shutter door and ponding.</p>


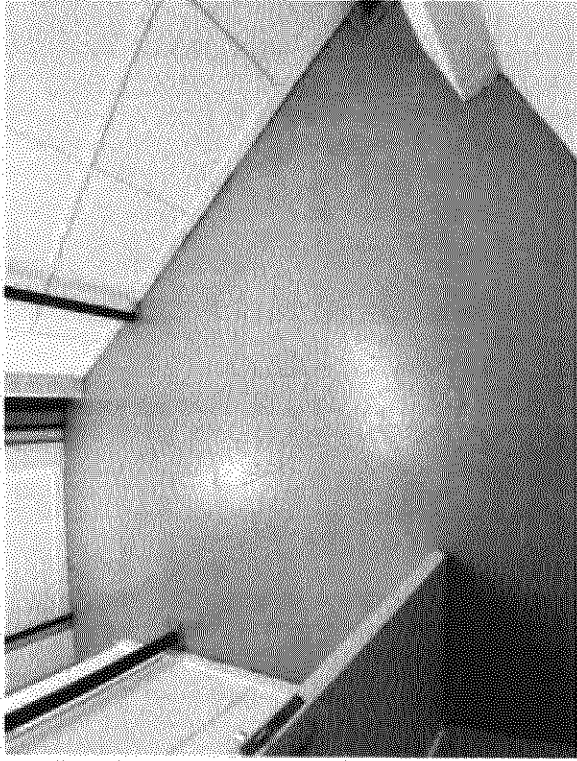
			<p><b>Photograph 85</b> View along left flank party wall showing variance in floor slab level from front to rear.</p> <p><b>Photograph 86</b> View showing localised pitting of concrete floor slab at front left corner of unit.</p>
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**Photographic Schedule of Condition**  
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<p><b>Photograph 87</b> Further view of previous patch repairs to concrete floor slab and uneven surface.</p>	<p><b>Photograph 88</b> Surface cracking to concrete slab emanating from corner of WC block.</p>

		
<p><b>Photograph 89</b> Further view of previous patch repairs to floor slab.</p>		<p><b>Photograph 90</b> View of concrete floor slab towards rear of unit.</p>

	
<p><b>Photograph 91</b> View of minor surface cracking in concrete floor slab at base of staircase.</p>	<p><b>Photograph 92</b> View of concrete floor slab underside of mezzanine showing various finishes with evidence of self-levelling latex screed having been applied to localised areas.</p>

			
<b>Photograph 93</b>	View of unfinished section of slab at front left corner of left flank party wall adjacent entrance door.		