

Howard, Jemma

From: Weaver, Louise
Sent: 24 May 2019 12:10
To: Saeed Younis
Subject: FW: Community Infrastructure Levy (CIL) and APP/18/01319 S113 Review

Good afternoon Saeed

Thank you for providing this additional information.

We are currently reviewing your comments and the additional documentation supplied in respect of CIL and APP/18/01319. Once we have had the opportunity to review your submission, the relevant case law and appeal cases we will provide a response within the next 14 days as required by the CIL Regulations.

If you are subsequently unhappy with our decision there is still a formal CIL Appeal Process led by the Valuation Office Agency.

Additional information can be found here:

<https://www.gov.uk/guidance/community-infrastructure-levy-how-to-make-an-appeal>

We will update you with our decision shortly.

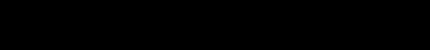
Kind regards

Mrs Louise Weaver
Community Infrastructure Officer
Planning Services
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant
PO9 2AX
Direct Dial Telephone Number: (023) 9244 6545
e-mail: louise.weaver@havant.gov.uk

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From: Saeed Younis [mailto: 
Sent: 24 May 2019 11:45
To: Weaver, Louise <Louise.Weaver@havant.gov.uk>
Subject: Re: Community Infrastructure Levy (CIL) and APP/18/01319 S113 Review

Hi Louise

See below responses in red to your questions:

To enable us to proceed with the S113 Review please can you provide more information regarding the use of the building since it was vacated by the bank?

- a. Has the ATM been in continual use since the bank vacated the premises? **Yes, please see attached lease. It was a purchase and lease back so on the same day we completed the purchase of the building we leased back the part of the building they needed for the ATM.**
- b. How much of the building was used by the bank? **On the lease attached there is a plan of the ground floor and it clearly shows the part they are using.**
- c. What has been the use of the remainder of the building since the bank vacated? **We are not really a developer as such so forgive the confused approach to the whole thing. We operate a chain of pharmacies. We have one shop at Hayling island at PO11 9EF and are short of space and hope to relocate the pharmacy to these premises. Lifacon Imports supplies us with consumables to all our shops. We knew Mr Joseph was looking for storage space and we offered him the space as storage. We told him that it could not be longer than two years as we wanted medium to long term to develop the premises for our own use.**

Do we need to fill in any forms or is this email acceptable for the purposes of a review?

One last thing we would like to pay any amount due over a period and are prepared to sell/rent the flats cheaper as this is not our main business.

Regards

Saeed

On 23/05/2019 14:10, Weaver, Louise wrote:

Noted Saeed.

We look forward to hearing from you shortly.

Kind regards

Mrs Louise Weaver
Community Infrastructure Officer
Planning Services
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant
PO9 2AX
Direct Dial Telephone Number: (023) 9244 6545
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From: Saeed Younis [REDACTED]

Sent: 22 May 2019 11:05

To: Weaver, Louise <Louise.Weaver@havant.gov.uk>

Subject: Re: Community Infrastructure Levy (CIL) and APP/18/01319 S113 Review

Good Day to you Louise.

We are not as efficient and prompt as you are. I had read your email from yesterday and was about to email you to thank you for the detailed information you sent yesterday but before I could do that I received the email below.

Thank you for your assistance in this matter and I will be in touch with the requested information in the next couple of days.

Regards

Saeed

On 22/05/2019 09:52, Weaver, Louise wrote:

Good Morning Mr Saeed

Further to our response yesterday we would ask you to ignore the content of our original email dated 21 May 2019.

We have been giving further consideration to this matter and will on this occasion we happy for you to make a S113 review despite being one day late when the matter was originally raised by your agent.

The CIL Regulations state that:

“in-use building” means a building which—

(i) is a relevant building, and

*(ii) contains **a part** that has been in lawful use for a continuous period of at least six months within the period of three years ending on the day planning permission first permits the chargeable development;*

From the description in the original application we note that it mentions that ‘ATM to remain in position’, which given further consideration, in our opinion may be considered ‘a part’.

To enable us to proceed with the S113 Review please can you provide more information regarding the use of the building since it was vacated by the bank?

- (a) Has the ATM been in continual use since the bank vacated the premises?
- (b) How much of the building was used by the bank?
- (c) What has been the use of the remainder of the building since the bank vacated?

Once we are in receipt of this information we will be able to assess if the CIL Liability Notice needs revision.

We look forward to hearing from you. If you wish to discuss this matter in person I can take a call in the office tomorrow morning.

Kind regards

Mrs Louise Weaver
Community Infrastructure Officer
Planning Services
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant
PO9 2AX
Direct Dial Telephone Number: (023) 9244 6545
e-mail: louise.weaver@havant.gov.uk

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From: Weaver, Louise

Sent: 21 May 2019 15:39

Cc: Havant CIL <cil@havant.gov.uk>

Subject: Community Infrastructure Levy (CIL) and APP/18/01319

Good afternoon Saeed

Further to your telephone conversation with Jemma, earlier this afternoon we can advise that a potential appeal has already been discussed at length with your agent. During our discussions with him, notwithstanding the time limitation, there has been no additional evidence presented by him to us to convince the council that the premises were in use.

To summarise we can advise:

As the Liability Notice was dispatched on 2 April, the appeal deadline for a S113 review was 30 April: <http://www.havant.gov.uk/planning-and-environment/planning-policy/community-infrastructure-levy/cil-appeals>

There is no requirement for us to review our decision as the time limit has expired. We also believe the matter was fully addressed in our consultation comments which were incorporated within the officer's report, a copy of which is attached for your information.

With regard to your remaining queries these are answered below:

1. Can you just pay CIL for the shop? **If you have not yet commenced we would prepare to consider phasing your application, this would**

mean that the £10,083.07 due in respect of the shop would be due within 120 days. The payment for the flats would then become due when work on them commenced. Please confirm in writing if you wish to 'phase' your application.

2. You can prove a tenancy agreement was in place and premises used so CIL should only be payable on the flats? The existence of a tenancy agreement is not sufficient proof that the building was in use. The requirements of the CIL Regulations and subsequent case law are that the premises need to be occupied lawfully on a continual basis for 6 months of the 3 years preceding the planning decision and occupancy for the lawful use must be proven. As a former bank the lawful use of the property would be Planning Use Class A2.
3. Can you pay by Instalments? These are available as set out in the Liability Notice. Our CIL Instalments Policy can also be viewed here: <http://www.havant.gov.uk/sites/default/files/documents/Adopted%20instalments%20policy.pdf>; you will note if the application is phased full payment for each phase will be within 120 days of commencement, if over £20,000 the Band 2 Instalments Policy set out in this document will apply.
4. Have you exhausted appeals process? If you appeal to the VOA can they still start work? Details of how to appeal to the VOA can be viewed here <https://www.gov.uk/guidance/community-infrastructure-levy-how-to-make-an-appeal>. We would imagine you could not commence and appeal because once you start work a Demand Notice is issued, but would advise you to check with the VOA.
5. Whilst you are not the developer 'what would satisfy the council if we rented flats to the council what can they do to qualify for social housing relief?' We only offer Mandatory Social Housing Relief, to qualify for this the properties would need to be transferred to an affordable housing provider and they could in turn apply for this relief providing the permission has not been implemented.

We trust this answers your queries.

Kind regards

Mrs Louise Weaver
Community Infrastructure Officer
Planning Services
Havant Borough Council
Public Service Plaza
Civic Centre Road
Havant
PO9 2AX
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DATED

27th MARCH

2017

(1) MOHAMMAD SAEED YOUNIS

- and -

(2) NATIONAL WESTMINSTER BANK PLC



LEASE

of

an ATM Bastion Unit being part of 22
Mengham Road, Hayling Island,
PO11 9BH

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- LR1** **Date of lease**
27th MARCH 2017
- LR2** **Title number(s)**
LR2.1 **Landlord's title number(s)**
HP69242
LR2.2 **Other title numbers**
None
- LR3** **Parties to this lease**
Landlord
MOHAMMAD SAEED YOUNIS of [REDACTED]
[REDACTED]
Tenant
NATIONAL WESTMINSTER BANK PLC incorporated and registered in England and Wales with company number 00929027 whose registered office is at 135 Bishopsgate, London, EC2M 2UR
- 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
See definition of Property in clause 1.1
- LR5** **Prescribed statements etc**
LR5.1 None
LR5.2 Not applicable
- LR6** **Term for which the Property is leased**
See definition of Term in clause 1.1
- 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
	The obligations contained in clause 5.9
LR11	Easements
LR11.1	Easements granted by this lease for the benefit of the Property
	The rights granted by Schedule 2, Part 1
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property
	The rights granted or reserved by Schedule 2, Part 2
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
	Not applicable
LR15	

THIS LEASE is made the

27th MARCH

2017

BETWEEN the parties respectively named in clause LR3.

1. GENERAL

1.1 Definitions

In this Lease where the context so admits or requires the following expressions shall mean and include the following:

"1995 Act" means the Landlord and Tenant (Covenants) Act 1995;

"1988 Act Application" means an application for consent to which the Landlord and Tenant Act 1988 applies

"Access Area" means the area providing access to and egress from the Property shown by a line on Plan 1 or such other means of access and egress to the Property as shall be agreed between the Landlord and the Tenant (acting reasonably);

"ATM" means one automated teller machine and necessary equipment ancillary thereto located within the Property;

"Basic Rent" means £2,000 (Two Thousand pounds) per annum;

"Building" means the Landlord's Building of which the Property forms part, known as 22 Mengham Road, Hayling Island, PO11 9BH edged red on Plan 2 and includes:

- (a) any part of it;
- (b) all additions and alterations that may be made to it;
- (c) any Service Media that serve the Property and other premises where these are not owned by a utility company; and
- (d) all equipment serving it (other than tenant's fixtures);

"CCTV Apparatus" means the camera, cabling and associated equipment installed in the Building and the Property for the purposes of surveillance and security of the ATM;

"Lighting" means the lighting run that has been installed at the Property for the purpose of servicing and accessing the ATM;

"Group Company" means a company that is a member of the same Group as the Landlord or the Tenant as the context requires within the meaning of section 42 of the Landlord and Tenant Act 1954;

"Insured Risks" means fire, earthquake, storm, tempest, flood, lightning, explosion, and aircraft and articles dropped therefrom, riot, civil, commotion, malicious damage, impact of vehicles, plant and machinery, landslip, subsidence, heave, bursting of pipes and overflowing of tanks, property owners, and third party liabilities in relation thereto and liability of the Landlord arising out of or in connection with any matter involving or relating to the Property and the Building except always any such risks as cannot reasonably be insured by the Landlord on satisfactory terms at a reasonable premium or which the Landlord's insurers or

underwriters have refused to insure and such other risks including latent defects insurance cover as the Landlord shall from time to time insure against subject to any excesses, exclusions and limitations imposed by the insurers or underwriters;

"Option to Tax" means a valid option to tax, election to waive the exemption or real estate election pursuant to schedule 10 to the Value Added Tax Act 1994;

"Permitted Use" means the operation of an ATM bastion unit including the provision of services including but not limited to the dispensing of cash, customer statements, balance enquiries, electronic banking and other uses from time to time associated with the Tenant's business as a retail bank;

"Plan 1" means the attached plan numbered 1;

"Plan 2" means the attached plan numbered 2;

"Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 or any statutory amendment re-enactment modification or extension thereof and any orders or regulations made thereunder and all statutes referred to therein;

"Planning permission" means any permission consent or approval required given or deemed to be given under the Planning Acts;

"Property" means that part of the Building more particularly described in Schedule 1;

"the Prescribed Rate of Interest" means the base rate of National Westminster Bank plc or in the event of such base rate ceasing to exist the rate of interest which the Landlord considers most closely compares to such base rate;

"Relevant Associate" has the meaning given to it in paragraph 3 of schedule 10 to the Value Added Tax Act 1994;

"Rent" means the rent reserved in clause 2.1 hereof;

"Rent Commencement Date" means **27th June 2017**

"Service Media" means the sewers, drains, channels, gutters, pipes, wires, cables, mains, ducts, conduits, watercourses, flues, and other conducting apparatus and includes any fixings, louvres, cowls, CCTV Apparatus and any other ancillary apparatus which are in on or under or which serve the Building or parts thereof including the Property;

"Term" means the term of years hereby granted and includes any extension holding over or continuation of it whether by statute agreement or otherwise;

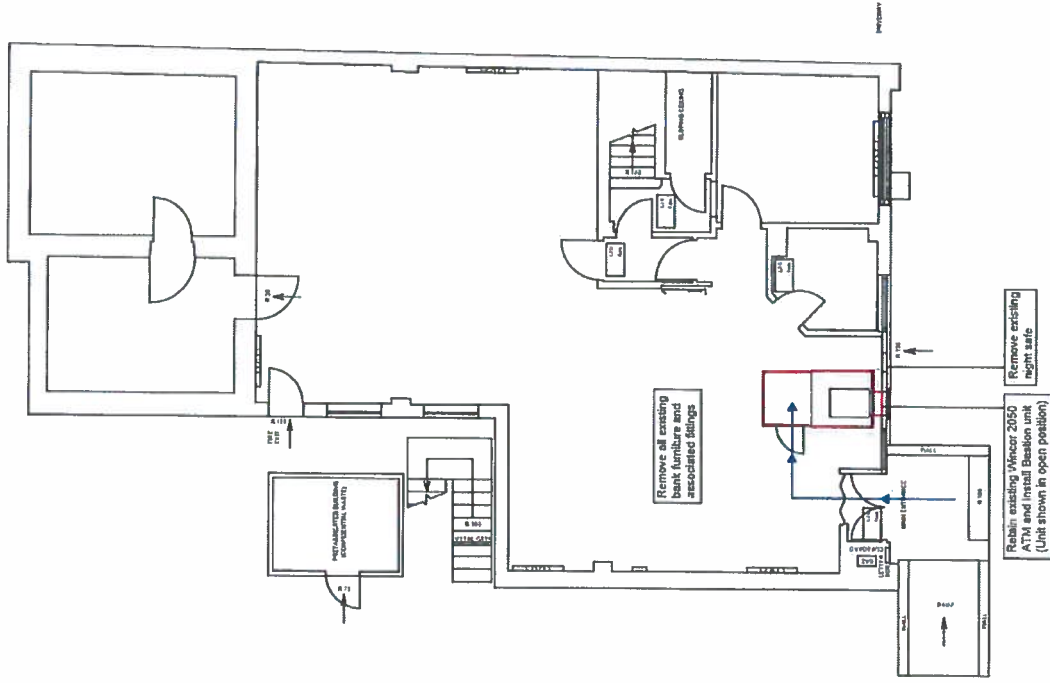
"Term Commencement Date" means **27th MARCH** 2017;

"VAT" means Value Added Tax or such other tax or charge as shall replace or supersede VAT.



Proposed Access
Scale - 1:100 @ A3

 Currie & Brown Darwood House, 59 Old Glasgow Road, Glasgow, EH24 1QG Tel: +44 (0) 20 920 9220 Fax: +44 (0) 20 760 6107	Client	Scale	Rev	Date	Amendments
	Royal Bank of Scotland	1:100 @ A3			
	Project: RBS Branch Clauses	Date			
	NatWest Hayling Island	17/05/2016			
Drawing Title	Drawing No.				
Proposed access	201380-22B-D03				



Proposed Access
Scale - 1:100 @ A3



Client		Scale	Rev	Date	Amendments	Notes	Rev
Currie & Brown Dalmeida House, 69 Old Broad Street, London, EC2M 1QS Tel: +44 (0) 207 520 9320 Fax: +44 (0) 207 520 6107	Project	1:100 @ A3					
	Client	Royal Bank of Scotland					
	Project	RBS Branch Closures					
	Location	NaWest Hadding Island					
	Drawing No.	17052016					
	Project No.	201300-228-003					

H. M. LAND REGISTRY

PLAN 2

HAMPSHIRE SHEET LXXXIV 11

Scale 1/1250
Enlarged from 1/2500

HAVANT PARISH



RAMSAY ROAD

SEA GROVE AVENUE

MANOR WAY

MENGHAM ROAD

WEBB LANE

The boundaries shown by dotted lines have been plotted from the transfer plan and are subject to revision on survey.



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This official copy is incomplete without the preceding notes page.

1.2 Interpretation

- 1.2.1 The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a Superior Landlord includes the Landlord's immediate reversioner (and any Superior Landlord) at any time.
- 1.2.2 References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term.
- 1.2.3 References to any right of the Landlord to have access to the Property shall be construed as extending to any Superior Landlord and any mortgage of the Property and to all persons authorised by the Landlord and any Superior Landlord or mortgagee (including agents professional advisers contractors workmen and others) where such Superior Lease or mortgage grants such rights of access to the Superior Landlord or mortgagee.
- 1.2.4 References to any right of the Tenant to have access across, through, in, under or over the Building shall be construed as extending to all persons authorised by the Tenant (including agents, professional advisors, contractors, workmen and others).
- 1.2.5 Any references to "statute" shall include reference to any order regulation or byelaw and references to specific statute including any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under the same.
- 1.2.6 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.
- 1.2.7 Any reference to parting with possession shall be deemed to include sharing possession and any occupation by a licensee.
- 1.2.8 Any reference in this lease to a clause sub-clause or paragraph simpliciter shall be a reference to the clause sub-clause or paragraph so numbered in this lease.
- 1.2.9 Where the context so admits or requires the singular shall include the plural and the masculine shall include the feminine or neuter as well in relation to any defined term as to any term not defined in clause 1 and where there are two or more persons included in the expressions "the Landlord" or "the Tenant" covenants contained in this lease which are expressed to be made by the Landlord or the Tenant shall be deemed to be made by such persons jointly and severally and words importing persons shall include corporations and vice versa.
- 1.2.10 No paragraph heading or index (if any) shall be taken into account in the construction or interpretation of this lease.
- 1.2.11 Save as otherwise provided for in this Lease the consideration for all supplies made under or in connection with this lease is exclusive of VAT which shall be payable in addition to such consideration where chargeable.

- 1.2.12 The term "this lease" includes this lease, any document which is supplemental or collateral with it, and any document entered into because this lease requires it.

2. DEMISE

- 2.1 In consideration of the Rents and Tenant's covenants hereinafter reserved and contained, the Landlord demises to the Tenant the Property together with the rights granted to the Tenant as detailed in Part 1 of Schedule 2 and subject to the rights reserved to the Landlord in Part 2 of Schedule 2.

- 2.2 To hold the Property unto the Tenant from and including **27th MARCH 2017** for the term of 5 years (that is until and including **26th MARCH 2022**) yielding and paying therefore during the Term yearly and proportionately for any fraction of a year:

- 2.2.1 the Basic Rent paid by yearly payments in advance on receipt of a written demand from the Landlord or the Landlord's Agent commencing on the Term Commencement Date in every year without deduction whatsoever;

- 2.2.2 the first payment of the Basic Rent relates to a period from and including the Rent Commencement Date to but not including the following anniversary of the Term Commencement Date and is to be made on the Rent Commencement Date;

3. TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord to the intent that the obligation may continue throughout the Term as follows:

3.1 To pay Rent Rates etc

- 3.1.1 To pay the Rent herein mentioned at the times and in manner herein provided without any deduction and not to exercise or seek to exercise any right or claim to withhold Rent or any right or claim to legal or equitable set off.

- 3.1.2 Without prejudice to any other right remedy or power herein contained or otherwise available to the Landlord, if the Rents or any part of them or other payments payable by the Tenant under these presents have become due (whether formally demanded or not) but remain unpaid for 30 days to pay on demand to the Landlord (if the Landlord shall so require) interest thereon at the rate of 3% per annum over the Prescribed Rate of Interest (which interest rate shall still apply after and notwithstanding any judgment of the court) for the time being in force such interest to be charged on a day by day basis from the date when the same became due until payment thereof.

- 3.1.3 Nothing in the preceding sub-clause shall entitle the Tenant to withhold or delay any payment of the Rents or any other sum due under this lease after the date upon which it falls due or in any way prejudice affect or derogate from the rights of the Landlord in relation to the said non-payment including (but without prejudice to the generality of the foregoing) the proviso for re-entry contained in this lease.

- 3.1.4 To pay:

- 3.1.4.1 the suppliers all charges for electricity (including meter rents) consumed in or supplied to the Property.

- 3.1.5 The Landlord agrees and acknowledges that if and to the extent VAT becomes payable by the Tenant in addition to the rent reserved by the lease as a result of the Landlord, or any Relevant Associate of the Landlord, exercising an Option to Tax in respect of the Property, the rent payable under the lease will be treated as being VAT inclusive and the Landlord covenants not to seek VAT in addition to such amounts.

3.2 **Maintain and Repair**

- 3.2.1 At all times to keep the Property and such of the Service Media therein as exclusively serve the Property in good repair and condition throughout the Term (damage by the Insured Risks excepted save to the extent that the insurance monies shall be irrecoverable in consequence of any act or default of the Tenant or Group Company or its or their respective servants agents or visitors).
- 3.2.2 Not to remove or otherwise interfere with any fire fighting or extinguishing apparatus or appliances or fire alarm system and associated equipment provided by the Landlord to any part of the Building nor to obstruct or permit the obstruction of fire exits or the access to or means of working or operating any fire equipment apparatus or appliances whether in the Building or the Property.
- 3.2.3 Not to do anything which may prevent the issue and/or maintaining in force of any Fire Certificate relating to the Property and/or the Building.
- 3.2.4 As often as necessary to clean the ATM and to keep the Property clean and tidy and free from rubbish.

3.3 **Plant and Equipment**

Not to impose or permit to be imposed (whether by using machinery or otherwise) on any part of the walls, floors, ceilings, or structure of the Property any load or weight greater than that which the same are designed or constructed to bear with due margin for safety.

3.4 **Nuisance etc**

- 3.4.1 Not:
- 3.4.1.1 to keep in the Property any material or liquid of a dangerous, corrosive, combustible, explosive, radioactive, volatile, unstable nature or which might in any way injure by percolation, corrosion, or otherwise the Property or the Service Media or the keeping or use of which may contravene any statute order regulation or bye-law save and except (with the prior consent in writing of the Landlord and after giving due notice to the insures of the Property) small quantities of any such material or liquid used by the Tenant in connection with its business carried on at the Property;
- 3.4.1.2 to stop or obstruct in any way or permit oil or grease or other deleterious liquid, material matter, or substance to enter by any means the Service Media serving the Property or the Building and in the event of such obstruction or injury forthwith to remedy the same and make good all damage to the reasonable satisfaction of the Landlord.

3.5 Use

3.5.1 Not:

- 3.5.1.1 to use the Property for any purpose other than the Permitted Use;
- 3.5.1.2 to use the Property for any illegal or immoral purpose or any noisy, noxious, offensive or dangerous trade or business nor to do or commit any act or keep anything which may contravene any statute or order or local regulation or bye-law or which may affect the nature of the Property or of any adjoining or neighbouring premises or which shall or may be or become a nuisance damage annoyance or inconvenience (whether by virtue of noise, vibration, smell, fumes, smoke, soot, ash, dust, grit or any other emissions or pollution or otherwise howsoever) to the Landlord or the tenants or occupiers of adjoining or neighbouring premises or any local or other authority;
- 3.5.1.3 to store any liquid or solid waste or any refuse or rubbish except in properly covered purpose-designed containers or receptacles within the Property or in such other areas as the Landlord designates from time to time for the storage of refuse to the reasonable satisfaction of the Landlord.

3.6 Alterations

- 3.6.1 Not to make or permit or suffer to be made any alterations or additions in or to the Property other than those alterations and additions previously approved in writing by the Landlord such approval not to be unreasonably withheld or delayed save that the Landlord will permit the Tenant to carry out the works detailed on Plan 1.
- 3.6.2 To carry out to the reasonable satisfaction of the Landlord the work involved in all alterations to the Property and in connection therewith:
 - 3.6.2.1 to obtain and comply with the terms of all consents relating thereto;
 - 3.6.2.2 to undertake such works in a good and workmanlike manner with suitable materials of good quality and in accordance with recognised Codes of Practice and British Standards and all statutory requirements;
 - 3.6.2.3 to complete the same within such time limit as may be imposed by the Landlord or by any of the provisions of this lease in respect thereof.
- 3.6.3 To comply with the provisions of Schedule 3 in relation to the relocation of the CCTV Apparatus.

3.7 Statutory Obligations

- 3.7.1 At all times during the Term to observe and comply in all respects with the provisions and requirements of Acts of Parliament (including the Planning Acts) now or hereafter to be passed and orders bye-laws rules and regulations permissions and conditions granted or imposed thereunder relating to the Tenant's

use of the Property and at its own expense to do and execute or cause to be done and executed all such works and do all such other things which are or may be required or directed at any time during the Term by or under any such enactment or by any government department local authority civil aviation authority or other public authority and to keep indemnified the Landlord against all penalties, claims, demands, costs, expenses, and liability in respect thereof.

3.7.2 To obtain all licences permissions and consents and to execute and do all works and things and to bear and pay all expenses required or imposed by any such Acts or subordinate legislation in respect of any work carried out by the Tenant on the Property or of any user thereof.

3.7.3 As soon as reasonably practicable following receipt of notice of the same, to supply full particulars to the Landlord of any permissions, notice, order, or direction made given or issued by any government department or local or public authority or statutory undertaking or environmental health inspector or duly authorised officer or court of competent jurisdiction under or by virtue of any statutory or common law powers. To give notice to the Landlord of the grant or refusal of Planning permission relating to the Property or any part thereof as soon as reasonably practicable within seven days of such grant or refusal together with copies of the applications for such Planning permission the drawings plans and specifications lodged therewith and the notice of grant or refusal (as the case may be).

3.7.4 Unless the Landlord shall otherwise direct to carry out and complete before the expiration or sooner determination of the Term:

3.7.4.1 any works stipulated to be carried out to the Property by a date subsequent to such expiration or sooner determination as a condition of any Planning permission granted for any development begun before such expiration or determination; and

3.7.4.2 any development begun by or on behalf of the Tenant upon the Property in respect of which the Landlord shall or may be or become liable for any tax charge or levy under the Planning Acts.

3.8 Easements

3.8.1 Not to do anything or suffer anything to be done on the Property or Building which would remove support from or endanger any part of the Property or any adjoining land or structure.

3.9 Signage

Not to place or display or affix on the exterior of the Building or on the inside or outside of the windows of the Property or inside the Building so as to be visible from the outside of the Building any name, writing, notice, sign, placard, poster, sticker, or advertisement without the Landlord's consent (such consent not to be unreasonably withheld or delayed) provided that the Tenant shall be permitted to display place or affix any such signage on the Property from time to time required by the Tenant's business and displaying its corporate image or as is required by statute without the consent of the Landlord.

3.10 Permit to Enter

3.10.1 To permit the Landlord to enter the Property together with personnel and equipment necessary for fulfilling the purpose upon 30 days' prior written notice at times suitable to the Tenant as notified to the landlord (save in case of emergency) and to remain thereon for such period as shall be necessary;

3.10.1.1 to examine the Property to ensure that nothing has been done therein or omitted to be done which constitutes or may in the reasonable opinion of the Landlord be or become a breach or non-performance of any of the covenants contained in this lease;

3.10.1.2 to exercise any rights reserved in this lease to the Landlord;

3.10.1.3 for the purpose of inspecting and executing repairs additions or alterations to or upon or maintaining any adjoining or neighbouring premises lease the person exercising such rights making good to the reasonable satisfaction of the Tenant all damage thereby occasioned to the fabric of the Property;

3.10.1.4 for all purposes in connection with the supply of the Services and for all or any of the other purposes mentioned in this lease and for which entry to the Property may be necessary or appropriate,

provided that in the exercise of the right of entry contained in this clause, the Landlord shall only be permitted to enter the Property accompanied by the Tenant or a person authorised by the Tenant. For the avoidance of doubt the Landlord shall not be permitted to access the ATM or to open the ATM housing. All additional costs incurred by the Tenant in allowing the Landlord entry will be borne by the Landlord.

3.10.2 Forthwith to proceed to remedy, repair, and make good all breaches, defects, or wants of reparation in the Property of which notice shall be given by the Landlord to the Tenant and which the Tenant shall be liable to remedy repair or make good under the covenants contained in this lease provided always that if within one month from the date of the notice given by the Landlord to the Tenant pursuant to this paragraph, the Tenant shall fail to commence and thereafter diligently continue to repair and make good the wants of reparation and other matters prescribed in such notice or if the Tenant shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair, decoration, treatment, preservation, protection, or condition of the Property or of the fixtures and fittings therein (whether or not such a notice is given by the Landlord) then it shall be lawful for the Landlord and all persons authorised by it with all workmen, servants, agents, surveyors, and others to enter into and stay upon the Property or any part thereof and repair, decorate, treat, preserve, protect, and make good the same at the expense of the Tenant (but so that no such entry repair decoration treatment preservation protection or making good shall prejudice the right of re-entry under the provisions in that behalf contained in this lease or any other right or remedy of the Landlord) and to repay to the Landlord on demand the cost of such repair, decoration, treatment, preservation, protection, and making good including (but not so as to limit the same) all legal costs and surveyor's fees and charges and other expenditure reasonably incurred by the Landlord in connection with or in respect thereof together with interest thereon at a rate of 3% per annum above the Prescribed Rate of Interest (which interest rate

shall still apply after and notwithstanding any judgment of the Court) from time to time from the date the costs and charges are incurred to the date of payment such interest to be charged on a day by day basis compounded annually and if not so paid to be recoverable as if the same were rent in arrear.

3.11 Alienation

- 3.11.1 Not at any time during the Term to assign transfer charge or underlet or share occupation or otherwise part with possession of the whole or part of the Property (the same being hereby expressly prohibited).
- 3.11.2 The Tenant shall be permitted to assign the whole of the Property.
- 3.11.3 The foregoing provisions of this clause 3.11 shall not apply to any parting of possession or occupation or sharing of occupation or sub-division of the Property to or with any Group Company of the Tenant upon the conditions that:
 - 3.11.3.1 the interest in the Property so created shall be no more than a licence at will and shall not afford any security of tenure; and
 - 3.11.3.2 the possession occupation or sub-division shall forthwith be determined if there is a cessation of Group Company status between the Tenant and the other company so involved;
 - 3.11.3.3 the Tenant will prior to permitting the Group Company into occupation of any part of the Property give to the Landlord at least five working days' prior notice of the Tenant's intention so to do.

3.12 Notices

- 3.12.1 As soon as reasonably practicable following receipt by the Tenant of any notice or communication from a competent authority affecting the Property or the use thereof to give to the Landlord a copy thereof and in any event when the Tenant first becomes aware of the service of such notice or of circumstances likely to lead to service of such a notice or of any defect in the Property in respect of which a statutory or common law duty is imposed on the Landlord (whether or not the Tenant is required to remedy such defect under this lease or otherwise) to give to the Landlord full particulars of the notice or such circumstances.
- 3.12.2 In the event of the Property being destroyed or damaged, to give notice thereof immediately to the Landlord.

3.13 Costs and Compensation

To pay to the Landlord all reasonable and proper costs fees charges disbursements and expenses reasonably incurred by the Landlord in relation to or incidental to:

- 3.13.1 any application by the Tenant (or others on its behalf) in respect of the Property to any planning authority;
- 3.13.2 the recovery of arrears of Rents or other sums payable by the Tenant under the provisions of this lease and incidental to the preparation and service of any notice under sections 146 and 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938 or the taking of steps subsequent to such notices or

the effecting of any forfeiture whether or not requiring such notice notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;

3.13.3 the recovery or attempted recovery of arrears of Rents or other sums due from the Tenant;

3.13.4 the preparation and the service upon the Tenant of any notice specifying a breach of covenant or a schedule of dilapidations during or after the end or sooner determination of the Term;

3.13.5 any application to the Landlord for any consent, licence, or approval under the provisions of this Lease and whether or not such consent licence or approval shall be refused or granted in whole or in part or subject to any conditions and qualifications.

3.14 Insurance

3.14.1 To carry out at the Tenant's expense in accordance with the directions of the insurers of the Building such works as may be required by them in respect of the Property and not to carry on or suffer upon the Property any trade, business, or activity in any manner or do or suffer any act or thing which may make void or voidable any policy of insurance of the Property or of any adjoining or neighbouring premises belonging to the Landlord or render any increased or extra premium payable for such insurance provided that the use of the Property for the Permitted Use will not be a breach of the policy of insurance or the provisions contained within this clause.

3.14.2 The Tenant will insure the ATM and CCTV Apparatus.

3.15 Regulations

To observe and conform to all the reasonable regulations rules and restrictions notified in writing to the Tenant from time to time and made by or on behalf of the Landlord for the proper management care and security of the Property or the Building and the comfort safety and convenience of all persons resorting thereto. -

3.16 Yield Up

3.16.1 To yield up the Property (including giving up the keys) unto the Landlord at the expiration or sooner determination of the Term so maintained and kept as aforesaid and otherwise as shall be in accordance with the covenants and conditions contained or imposed in or by virtue of this lease and all additions and improvements made thereto and all fixtures (other than Tenant's or trade fixtures) in or upon the Property or which during the Term may be affixed or fastened to or upon the same and prior to the expiration or sooner determination of the Term.

3.16.2 Unless released from compliance by notice in writing given by the Landlord, to remove the ATM from the Property prior to the expiration or sooner determination of the Term and to reinstate the Property by leaving the aperture boarded up and to remove any name or business of the Tenant and other persons from the Property.

3.17 **Keyholders**

To ensure that at all times the Landlord has written notice of the details of a keyholder of the Property.

3.18 **Defective Premises**

To give notice to the Landlord of any defect in the Property which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Property.

3.19 **Landlord's Rights**

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights excepted and reserved by this lease.

4. **LANDLORD'S COVENANTS**

The Landlord hereby covenants with the Tenant:

4.1 **Quiet Enjoyment**

3.17 To permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord.

4.2 **Building**

3.18

4.2.1 To maintain, repair, replace, renew and cleanse, repaint, redecorate and otherwise keep in good and tenable repair and condition:

4.2.1.1 the structure of the Building and in particular the roofs, foundations, window frames, structural frame and walls thereof but excluding therefrom the internal walls of the Property, the doors and windows and other glass of the Property;

4.2.1.2 all sewers drains channels watercourses gutters rainwater and soil pipes sanitary apparatus, pipes, wires and cables and supply lines in under or upon the Building which shall serve the same;

4.2.1.3 all plant and equipment installed by or on behalf of the Landlord (including heating and ventilation systems) serving the Property;

4.2.1.4 all such fire fighting equipment as may be required.

4.2.2 To pay all rates (if any), taxes, duties, charges, assessments, impositions, and other outgoings relating to the Property and Building or any part thereof now or hereafter assessed charged or imposed upon or payable in respect of the Property and Building or any part thereof or upon the owner or occupier thereof.

4.2

4.2.3 The Landlord shall ensure that the Property is supplied and kept supplied with electricity at the Landlord's cost, provided always that the Landlord shall have no

liability for failure of such electricity supply due to circumstances beyond its control provided that the Landlord uses its reasonable endeavours to restore the supply.

- 4.2.4 Not to remove or otherwise interfere with the CCTV Apparatus provided by the Tenant serving the ATM nor to obstruct or permit the obstruction of the sightlines of such apparatus to the ATM or the access to or means of working or operating the apparatus whether in the Building or the Property and to comply with the covenants on its part contained in Schedule 3.

Insurance

- 4.3.1 At all times during the Term to insure (unless such insurance shall be prevented or vitiated by the act or default of the Tenant or any Group Company) the Building and the Property (but not the ATM or the CCTV Apparatus) against loss or damage by such of the Insured Risks as are appropriate thereto and loss of Rents for not more than three years or such other period as the Landlord shall reasonably determine at the yearly rate from time to time payable under this lease as the Landlord shall decide with an insurance office or underwriters of repute upon the usual terms and conditions (including excesses exclusions and limitations) offered by them for such insurance and through such agency as the Landlord shall select without being liable to bring into account under these presents any agency or other commission which is paid or allowed to the Landlord thereon provided always that:

4.3.1.1 the Landlord shall not be obliged to insure any fixtures or fittings installed by the Tenant which have become part of the Property (excluding the ATM and CCTV Apparatus) unless the Tenant shall have given the Landlord written notice of such installation and of the full cost of reinstatement thereof; and

4.3.1.2 the Landlord has agreed with the Tenant at its request to effect the insurance thereof; and

4.3.1.3 the aforesaid covenant by the Landlord to insure shall be satisfied if the Landlord insures the Building and the Property for such an amount as the Landlord shall be advised by the Landlord's Surveyor is equal to the full cost of rebuilding reinstatement thereof together with architect's and other professional fees, costs of demolition and site clearance, applications for planning permissions or other permits or consent that may be required and any VAT thereon; and

4.3.1.4 the Landlord shall notify the Tenant of any material change in the risks covered by the policy from time to time

- 4.3.2 At the request of the Tenant:

4.3.2.1 to notify such insurance office or underwriters of the occupation of the Property by the Tenant; and

4.3.2.2 to produce to the Tenant (but not more often than once in any year) details of the policy or policies of such insurance and the confirmation the last premium has been paid.

4.3.3 If the Building and/or the Property are damaged so that the Property is unfit for occupation or use and/or is inaccessible, the sums payable by the Tenant under this lease will be suspended until the earlier of the date:

4.3.3.1 the Landlord has reinstated the Building and/or the Property so that they are no longer unfit; or

4.3.3.2 the Landlord's insurance against loss of rent ends,

and the Landlord will repay to the Tenant the appropriate proportion of the sums paid in advance and referable to a period after the date on which the damage occurred and which otherwise would have been suspended.

4.3.4 In case of damage to or destruction of the Property or (so as to prevent the use of the Property) the access thereto by any of the Insured Risks and provided the policy of insurance shall not have been vitiated or payment of the policy monies refused in whole or in part as a consequence of any act or default of the Tenant or any Group Company and subject to receipt of all insurance monies to make application for all necessary consents and approvals ("**Permissions**") to enable the Landlord to rebuild or reinstate the premises damaged or destroyed and (subject to clause 4.3.5) forthwith to expend all monies received by virtue of such insurance (except monies received in respect of loss of rent third party or property owners insurance) to rebuild, reinstate, and make good (as the case may be) the Property or the access thereto with all reasonable speed when it is lawful so to do (except fixtures and fittings in respect of which the Tenant has not given written notice to the Landlord of the installation thereof as hereinbefore provided or which the Landlord has not agreed to insure) and in case of rebuilding or substantial reinstatement, this covenant by the Landlord shall be satisfied if the Landlord provides in the premises so rebuilt or reinstated, accommodation as convenient and commodious as is reasonably practicable but not necessarily identical to the Property on the access thereto as the same existed prior to such damage or destruction.

4.3.5 For the purposes of this clause the expression "Supervening Events" means:

4.3.5.1 the Landlord has failed despite using its reasonable endeavours to obtain the Permissions;

4.3.5.2 any of the Permissions have been granted subject to a lawful condition with which in all the circumstances it would be unreasonable to expect the Landlord to comply;

4.3.5.3 some defect or deficiency in the Building upon which the rebuilding or reinstatement is to take place would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances;

4.3.5.4 the Landlord is unable to obtain access to the Building for the purposes of rebuilding or reinstating;

4.3.5.5 the rebuilding or reinstating is prevented by war, Act of God, Government action, strike, lock-out; or

4.3.5.6 any other circumstances beyond the control of the Landlord.

- 4.3.6 The Landlord shall not be liable to rebuild or reinstate the Property or the access thereto if and for so long as such rebuilding or reinstating is prevented by Supervening Events.
- 4.3.7 If upon the expiry of a period of three years commencing on the date of the damage or destruction the Property or the access thereto have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served at any time immediately determine this lease and on service of such notice the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other including (without prejudice to the generality of the above) any right that either party might have against the other for a breach of the covenants set out in this lease.
- 4.3.8 All money received in respect of the insurance effected by the Landlord pursuant to this clause shall belong to the Landlord.
- 4.3.9 In the event that the Landlord shall not have completed the rebuilding replacement and/or reinstatement of the Property or the access thereto following destruction or damage by any of the Insured Risks at the expiration or sooner determination of the Term then and in either such case all monies payable or to become payable under any insurance of the Property effected by the Landlord shall be paid to the Landlord for its own use and benefit.

4.4 Confidentiality

Not to divulge or communicate to any third party any information however acquired which refers to the Tenant, its Customers, other ATM card issuers authorised by the Tenant or their customers or any information supplied by the Tenant under or in contemplation of this lease or use such information except as contemplated or provided thereunder. The obligations of the Landlord under this clause shall not apply to any information which:

- 4.4.1 is public knowledge at the time of this lease or subsequently becomes public knowledge through no act or failure to act on the part of the recipient or its employees;
- 4.4.2 is known to the recipient at the time of the disclosure or which is subsequently disclosed to a third party which is not the subject of any restriction on disclosure imposed by such party;
- 4.4.3 is required by law to be disclosed.

4.5 Security

That the Landlord shall at all times use all reasonable endeavours to ensure that the Landlord notifies the Tenant that there is a breach of security of the ATM and Property. For the avoidance of doubt, the Landlord shall not have access to the information gathered by the CCTV Apparatus.

5. PROVISOS

Provided always and it is hereby expressly agreed and declared as follows:

- 5.1 if and whenever during the Term the Rents hereby reserved or any of them or any part thereof respectively shall be in arrear and unpaid for 30 days next after the same shall become due

(whether formally or legally demanded or not) or if and whenever there shall be a breach or non-performance or non-observance of any of the covenants or agreements on the part of the Tenant or stipulations or conditions contained in this lease imposed on the Tenant or if the Tenant or any other person who shall from time to time have guaranteed to the Landlord the performance of the covenants or stipulations or conditions on the part of the Tenant contained in this lease being a company shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction of a solvent company) or have a winding-up order made against it or shall enter into a composition with its creditors or have a receiving order made against it or being an individual be adjudicated bankrupt or commit an act of bankruptcy or enter into a composition with his creditors or shall take the benefit of any Act for the relief of debtors then and in any such case the Landlord or its agents may at any time thereafter and notwithstanding the waiver or implied waiver of any previous right of re-entry arising under this lease re-enter upon the Property or any part thereof in the name of the whole whereupon the Term shall absolutely cease and determine but without prejudice to any rights or remedies which may have accrued to the Landlord in respect of arrears of Rents or other breach of any condition or covenant or agreement on the part of the Tenant contained in this lease or otherwise;

- 5.2 at all times the ATM shall remain the sole and exclusive property of the Tenant and the Landlord shall have no right or title thereto or interest therein except as expressed in this lease. All component parts, accessories, replacements, renewals, additions and alterations which shall from time to time be made or added to the ATM shall be deemed to form part thereof and shall forthwith become the property of the Tenant. The Tenant shall be entitled to operate the ATM in and from the Property at all times during the period of this lease. The ATM contents and stationery for use in the ATM shall be provided by the Tenant and shall remain at all times the property of the Tenant unless and until lawfully dispensed from the ATM.

5.3 Notices etc

- 5.3.1 Any notice to be given under this lease must be in writing and given by one of the means set out in clause 5.3.2. A notice for the purposes of this clause 5.3 includes a 1988 Act Application.

- 5.3.2 The means of service referred to in clause 5.3.1 are:

5.3.2.1 being sent by special delivery post or delivered by hand to the receiving party's registered office (where that party is a corporate body) or to such party's address for service in the United Kingdom as set out in clause LR3 or as notified to the other parties; or

5.3.2.2 being sent by email to the receiving party at an email address notified to the other parties for the purposes of service of notices relating to this lease.

- 5.3.3 For service by special delivery post, a paper copy or an electronic copy of a proof of delivery issued by the Royal Mail will be the only acceptable evidence that the relevant notice was served and of the time and date it was served. For service by email, the delivery to the sender of an automated response to the effect that either the email cannot be delivered to such address or that the intended recipient is not monitoring incoming email constitutes proof that service has not occurred.

5.3.4 If service occurs either on a business day after 4.00 pm or on a day which is not a business day, then service will be deemed to have occurred on the next business day.

5.3.5 If the Landlord or its agent or employee responds to any 1988 Act Application (otherwise than by way of an automated email response), then that application will be deemed to have been validly served for the purposes of this lease and section 5(2)(a) of that Act even though a means of service specified in clause 5.3.2 has not been used.

5.4 Notwithstanding anything herein contained, the Landlord shall not be liable to the Tenant nor shall the Tenant have any claim against the Landlord in respect of any interruption in any of the Services by reason of necessary repair or maintenance of any installations or apparatus or by reason of damage thereto or destruction thereof by fire, water, Act of God, or other cause beyond the Landlord's control or by reason of mechanical or other defect or breakdown or frost or other inclement conditions or unavoidable shortage of fuel, materials, water, or labour or whilst complying with any notice given or requirement or direction of any competent authority in respect of the Property save and except for failure of the Landlord to remedy any such defect, breakdown, or stoppage, as soon as reasonably practicable or in case of repair or maintenance in accordance with the terms of this lease.

5.5 **Tenant's Break Clause**

5.5.1 The Tenant may serve a notice on the Landlord indicating its desire to terminate this lease in the event that the Tenant receives notice from its contractor that the ATM is no longer suitable to be serviced in its current location, the Tenant has been unable to put the ATM Machine into service for the Permitted Use and/or is prevented (for whatever reason) from using the ATM machine for the Permitted Use ("**Termination Notice**"). The Termination Notice may be served at any time during the term stipulating a date on which this lease shall determine ("**Termination Date**").

5.5.2 If at the Termination Date the Tenant has served a Termination Notice;
then:

5.5.2.1 this lease will determine on the Termination Date; and

5.5.2.2 the Landlord will repay the Tenant any amounts paid to it by the Tenant before the Termination Date which relate to a period after the Termination Date within 21 days of termination.

5.6 **Advertising**

Neither party to this lease shall make any disclosure nor undertake any advertising nor publicity relating to this lease without the prior written agreement of the other. In particular, neither party shall have any right to use the other parties name, emblem, logo or symbol on any part of any premises or in any leaflet or other printed matter or in any manner whatsoever.

5.7 **Entire Agreement**

This lease embodies the entire understanding of the parties relating to the Property and to all the matters dealt with by any of the provisions of this lease.

If any term of this lease is held to be illegal or unenforceable to any extent, then that term will be deemed not to form part of this lease to that extent and the remainder of this lease will be unaffected.

5.8 Landlord's liability

The covenants and obligations on the part of the Landlord contained in or implied by this lease shall be binding upon the owner of the reversion expectant upon the expiration of the Term but shall not be enforceable against any person who has owned such reversion after it shall have parted with all interest therein.

5.9 Restriction on Use

Whilst ever this lease or any continuation of this lease is in existence and the Tenant is in occupation of the Property, the Landlord covenants that the Building shall not be used as the following:

- 5.9.1 a financial institution;
- 5.9.2 business concerned with money lending;
- 5.9.3 pawnbrokers;
- 5.9.4 bookmakers or any other gambling business or outlet;
- 5.9.5 bank or building society;
- 5.9.6 A4 users licenced operator (ie a bar, club or pub);
- 5.9.7 Sex shops/massage parlours/lap dancing establishment;
- 5.9.8 sale of firearms;
- 5.9.9 sale of paraphernalia associated with illegal drugs;

or the advertising of the same either on the ATM or within the vicinity of two metres of the ATM.

5.10 Governing Law and Jurisdiction

This lease and all the clauses herein shall be governed by and interpreted in accordance with English law.

The Tenant hereby agrees to irrevocably submit to the exclusive jurisdiction of the English Courts in connection with any dispute or claim arising hereunder and in connection with this lease.

5.11 Delivery

It is hereby agreed and declared that this document shall not be presumed to be delivered and shall not be or take effect as a deed until it is dated.

Third Party Rights

Nothing in this lease is intended to confer any benefit on any third party (referred to herein by name class description or otherwise) or any right to enforce a term contained in this lease under the Contracts (Rights of Third Parties) Act 1999.

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

SCHEDULE 1: PROPERTY

1. The area of the Building shown edged red on Plan 2 where the ATM Unit is located to enable access together with space to the rear of the unit.
2. The aspect of the ATM going through the wall into the front of the Building.

SCHEDULE 2: RIGHTS

Part 1: Rights Granted to the Tenant

The Landlord grants the following rights to the Tenant:

1. the right to use any Service Media which are owned by the Landlord, serve the Property and form part of the Property and/or the Building;
2. the right to run cabling relating to the CCTV together with the right to access for maintenance, repair, renew, overhaul, alteration or re-route the service cabling;
3. the right of support and structure of the Building to the Property;
4. the right to use the means of the Access Area at all times for all purposes connected with the use of the Property for the Permitted Use; and
5. the right to access the Property at any time on 30 days' prior notice to the Landlord save in cases of emergency or alarm activation where the Tenant will be permitted to access the Property immediately at any time and without prior written notice.

Part 2: Rights Reserved to the Landlord

The Landlord reserves the following rights:

1. the right to use any Service Media in the Property which are owned by the Landlord and which serve other premises;
2. the right of support and protection that the Property gives to other premises; and
3. the right for the landlord to access the Property on 30 days' notice

SCHEDULE 3: PROVISIONS RELATING TO THE RELOCATION OF THE CCTV APPARATUS

1. Definitions

In this schedule:

"CDM Regulations" means the Construction (Design and Management) Regulations 2015 together with the recommendations contained in the then latest official guidance relating to such regulations;

"New Route" means a new route of the CCTV Apparatus and or the Lighting proposed by the Tenant under the provisions of this schedule;

"Old Route" means the route of the CCTV Apparatus and or the Lighting (or, where a New Route has already been established under this schedule, the route of the CCTV Apparatus and or Lighting then existing); and

"Works" means the works needed to move the CCTV Apparatus and or Lighting on any New Route and (where so desired by the Tenant) to remove the CCTV Apparatus and or Lighting on an Old Route.

2. Changing to a new route

If the Tenant wishes to alter the route of the CCTV Apparatus and or Lighting installed, it may do so as often as it requires without the payment of consideration to the Landlord but only if it complies with the covenants on its part contained in this schedule.

3. The Tenant's obligations

3.1 The Tenant covenants with the Landlord that:

- 3.1.1 it will give written notice and sufficient details of any New Route to the Landlord and after doing so it will consult the Landlord about such New Route and take proper regard of representations made to it relating to such New Route by or on behalf of the Landlord;
- 3.1.2 any New Route will be suitable to the Tenant's contractors responsible for the maintenance of the ATM;
- 3.1.3 before carrying out the Works it will obtain all necessary official consents in relation to the Works;
- 3.1.4 it will carry out the Works:
 - 3.1.4.1 at its own expense and risk (save for where the movement from the Old Route to the New Route was required as a result of the Landlord's works to the Building where the Landlord will be responsible for such costs);
 - 3.1.4.2 in a good and workmanlike manner and using good quality materials;
 - 3.1.4.3 in accordance with good building practice and the reasonable requirements of the Landlord;

- 3.1.4.4 as promptly as practicable;
- 3.1.4.5 in compliance with all statutory requirements;
- 3.1.4.6 to a standard at least equal to that used in relation to the construction of the Old Route;
- 3.1.4.7 taking all precautions as may in the reasonable opinion of the Tenant be necessary to protect the Property and any adjoining premises from any damage or nuisance likely to be caused by the carrying out of the Works; and, otherwise;
- 3.1.4.8 to the reasonable satisfaction of the Landlord;
- 3.1.5 If the CDM Regulations apply to the Works the Tenant will:
 - 3.1.5.1 (in relation to any such work for which the Tenant and the Landlord are both clients for the purposes of the CDM Regulations) be treated as the only client for the purposes of the CDM Regulations and accept sole responsibility for performing the client's duties to the extent that this is allowed by the CDM Regulations;
 - 3.1.5.2 perform such client's duties;
 - 3.1.5.3 provide the Landlord with a certified copies of all notifications and declarations required to be given by such client under the CDM Regulations and all relevant notices relating to the work it receives from the Health and Safety Executive or other relevant body if requested;
- 3.1.6 in planning for and carrying out the Works, it will:
 - 3.1.6.1 enter the Building as little as practicable;
 - 3.1.6.2 in doing so, follow the Landlord's reasonable directions as to safety and security; and
 - 3.1.6.3 promptly make good any damage so caused.

4. Documenting the new route

When the construction of a New Route has been carried out and completed in accordance with Paragraph 3 of this Schedule, the parties agree that such rights as applied to the right of way over the Old Route (as set out in Paragraph 2 of Schedule 2 of this lease) shall apply to the New Route.

Signed as a deed by **MOHAMMAD**)
SAEED YOUNIS in the presence of)
a witness:)

Signature

Name (block capitals)

Witness signature

Witness name
(block capitals)

Witness address

EXECUTED as a deed by)
as authorised)
attorney for and on behalf of)
NATIONAL WESTMINSTER)
BANK PLC in the presence of a)
witness:)

Witness Signature:

Authorised Attorney

Full Name:

Address:

Occupation:



The Law Society

14th MARCH 2017

SAVED 400NS

OF

LETS TO

OF

THE PROPERTY KNOWN AS

22 MENCHAM ROAD

HAYLING ISLAND EXCLUDING CASH MACHINE

WHICH IS PART OF

22 MENCHAM ROAD HAYLING ISLAND

(WHICH, WHEN REFERRED TO IN THIS LEASE, INCLUDES ITS GROUNDS) FOR THE PERIOD STARTING ON

1st APRIL 2017

AND ENDING ON

31st March 2019

FOR USE AS

STORAGE

OR ANY OTHER USE TO WHICH THE LANDLORD CONSENTS (AND THE LANDLORD IS NOT ENTITLED TO WITHHOLD THAT CONSENT UNREASONABLY) THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

THREE THOUSAND SIX HUNDRED) POUNDS

(£ 3600=00)

A YEAR BY THESE INSTALMENTS:

(A) ON THE DATE OF THIS LEASE, A PROPORTIONATE SUM FOR THE PERIOD

STARTING ON

1st APRIL 2017

TO

30th April 2017

AND THEN

(B) EQUAL MONTHLY INSTALMENTS IN ADVANCE ON THE

FIRST

DAY OF EACH MONTH

THE RENT MAY BE INCREASED (UNDER CLAUSE 9) WITH EFFECT FROM EVERY

2nd ANNIVERSARY OF THE START OF THE LEASE PERIOD

1. The Tenant is to pay the Landlord:

1.1 the rent

1.2 the service charge in accordance with clause 3 (and this is to be paid as rent)

and the following sums on demand:

1.3 a fair proportion (decided by a surveyor the Landlord nominates) of the cost of repairing maintaining and cleaning:

party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and things used or shared with other property

1.4 the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

1.5 the costs and expenses (including professional fees) which the Landlord incurs in:

- (a) dealing with any application by the Tenant for consent or approval, whether or not it is given
- (b) preparing and serving a notice of a breach of the Tenant's obligations, under section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- (c) preparing and serving schedules of dilapidations either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends

1.6 interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date

and in making payments under this clause:

- (a) nothing is to be deducted or set off
- (b) any value added tax payable is to be added

2. The Tenant is also to make the following payments, with value added tax where applicable:

2.1 periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due

2.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due

2.3 a registration fee of £20 for each document which this lease requires the Tenant to register to be paid to the Landlord's solicitors when presenting the document for registration

3. The Landlord and the Tenant agree that:

3.1 the service charge is the Tenant's fair proportion of each item of the service costs

3.2 the service costs:

- (a) are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clauses 12 and 13
- (b) include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13
- (c) include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13

3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

3.4 an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

3.5 the Landlord is not entitled to demand interim payments more than once in every three months

3.6 the Landlord is to keep full records of the service costs and at

least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease period or the last account as the case may be:

- (a) the amount of the service costs
- (b) the service charge the Tenant is to pay
- (c) the total of any interim payments the Tenant has paid
- (d) the difference between the total interim payments and the service charge

3.7 within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period

3.8 the Landlord is either:

- (a) to have the account certified by an independent chartered accountant, or
- (b) to allow the Tenant to inspect the books records invoices and receipts relating to the service costs

3.8 disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.5

4. The Tenant is to comply with the following requirements as to the use of the building and any part of it, and is not to authorise or allow anyone else to contravene them:

4.1 to use the property only for the use allowed

4.2 not to obstruct any part of the building used for access to the property or any other part of the building

4.3 not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium

4.4 not to hold an auction sale in the property

4.5 not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any other part of the building or of any neighbouring property

4.6 not to display any advertisements on the outside of the property or which are visible from outside the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

4.7 not to overload the floors or walls of the property

4.8 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, licence and registration authorising or regulating how the property is used, and to obtain, renew and continue any licence or registration which is required

5. The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:

5.1 for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clauses 6.1(c) or 13
- (c) complying with any statutory obligation
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving the building or any neighbouring property

5.2 and only on seven days' written notice except in an emergency

5.3 and during normal business hours except in an emergency

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

6. The Tenant is to comply with the following duties in relation to the property:

6.1 to maintain the state and condition of the inside of the property but the Tenant need not alter or improve it except if required in clause 6.10

6.2 to decorate the inside of the property:

- (a) in every fifth year of the lease period
- (b) in the last three months of the lease period (however it ends) except to the extent that it has been decorated in the previous year

6.3 where the property has a shop front to maintain and decorate it

6.4 when decorating, the Tenant is to use the colours and the types of finish used previously

6.5 but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money had not been paid because of any act or default of the Tenant

6.6 the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plate glass and the internal surfaces of all walls but is to exclude joists immediately above the ceilings and supporting floors

6.7 not to make any structural alterations or additions to the property

6.8 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)

6.9 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

6.10 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:

- (a) give his consent in writing to the work
- (b) contribute a fair proportion of the cost of the work taking into account any value to him of that work

6.11 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:

- (a) start the work within two months, or immediately in case of emergency, and
- (b) proceed diligently with the work
- (c) in default, permit the Landlord to do the work

6.12 any dispute arising under clause 6.10(b) is to be decided by arbitration under clause 17.5

7. The Tenant is to comply with the following:

7.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

7.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives his written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably

7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

7.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3

7.5 if the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant

8. The Tenant:

8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he receives it

8.2 is to allow the Landlord, during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let

8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance

9.1 On each rent review date, the rent is to increase to the market rent if that is higher than the rent applying before that date

9.2 The market rent is the rent which a willing tenant would pay for the property on the open market, if let to him on the rent review date by a willing landlord on a lease on the same terms as this lease without any premium and for a period equal to the remainder of the lease period, assuming that at that date:

- (a) the willing tenant takes account of any likelihood that he would be entitled to a new lease of the property when the lease ends, but does not take account of any goodwill belonging to anyone who had occupied the property;
- (b) the property is vacant and had not been occupied by the Tenant or any sub-tenant;
- (c) the property can immediately be used;
- (d) the property is in the condition required by this lease and any damage caused by any of the risks insured under clause 12 has been made good;
- (e) during the lease period no Tenant or Sub-Tenant has done anything to the property to increase or decrease its rental value and "anything" includes work done by the Tenant to comply with clause 6.10, but nothing else which the Tenant was obliged to do under this lease

9.3 if the Landlord and the Tenant agree the amount of the new rent, a statement of that new rent, signed by them, is to be attached to this lease

9.4 If the Landlord and the Tenant have not agreed the amount of the new rent two months before the rent review date, either of them may require the new rent to be decided by arbitration under clause 17.5

9.5

- (a) The Tenant is to continue to pay rent at the rate applying before the rent review date until the next rent day after the new rent is agreed or decided
- (b) Starting on that rent day, the Tenant is to pay the new rent
- (c) On that rent day, the Tenant is also to pay any amount by which the new rent since the rent review date exceeds the rent paid, with interest on that amount at 2% below the Law Society's interest rate

10. If the property is or the common parts are damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:

10.1 the rent, or a fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored, if sooner

10.2 if at any time it is unlikely that the property or the common parts will be fully restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case

- (a) the insurance money belongs to the Landlord and
- (b) the Landlord's obligation to make good damage under clause 12 ceases

10.3 a notice given outside the time limits in clause 10.2 is not effective

10.4 The Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default

10.5 any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5

11. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord

12. The Landlord agrees with the Tenant:

12.1 the Landlord is to keep the building (except the plate glass) insured with the reputable insurers to cover

- (a) full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent
- (b) against fire, lightning, explosion, earthquake, landslide, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord

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

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

12.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurer that it is in force

12.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

13. The Landlord is to comply with the following duties in relation to the building:

13.1 to maintain the state and condition (including the decorations) of:

- (a) the structure, outside, roof, foundations, joists, floor slabs, load bearing walls, beams and columns of the building
- (b) those parts of the building which tenants of more than one part can use ("the common parts")

13.2 to decorate the common parts and the outside of the building every five years, using colours and types of finish reasonably decided by the Landlord

13.3 to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature)

13.4 to pay or contribute to the cost of repairing, maintaining and cleaning party walls, party structures, yards, gardens, roads, paths, gutters, drains, sewers, pipes, conduits, wires, cables and other things used or shared with the other property

13.5 to provide the services listed on page 5, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

14. This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:

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

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

15. When this lease ends the Tenant is to:

15.1 return the property of the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it

15.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

16.1 This lease does not let to the Tenant the external surfaces of the outside walls of the property and anything above the ceilings and below the floors

16.2 The Tenant is to have the use, whether or not exclusive, of any of the following facilities:

the right for the Tenant and visitors to come and go to and from the property over the parts of the building designed or designated to afford access to the property, the rights previously enjoyed by the property for shelter and support and for service wires, pipes and drains to pass through them, and the right to park vehicles in any designated parking area subject to any reasonable rules made by the Landlord

16.3 The Landlord is to have the rights previously enjoyed over the property by other parts of the building for shelter and support and for service wires, pipes and drains to pass through it, and the right for the Landlord and his tenants and their visitors to come and go to and from the other parts of the building over the parts of the property designated for that purpose

17.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually

17.2

- (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court
- (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease

17.3

- (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy
- (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease

17.4 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease

17.5 Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment

17.6 The headings do not form part of this lease

This lease has not been granted to implement an agreement for a lease

These are the services mentioned in clause 13.5
(delete or add as required)

Cleaning of the common parts

Lighting of the common parts

Heating of the common parts

Lift maintenance

Hot and cold water to wash hand basins in the common parts

Portage

Fire extinguishers in the common parts

Heating in the property

Window cleaning for the building

Furnishing the common parts

GUARANTEE BOX

The terms in this box only take effect if a guarantor is named and then only until the Tenant transfers this lease with the Landlord's written consent. The Guarantor must sign this lease.

'Guarantor':

of

agrees to compensate the landlord for any loss incurred as a result of the tenant failing to comply with an obligation in this lease or during the lease period or any statutory extension of it. If the tenant is insolvent and this lease ends because it is disclaimed, the Guarantor agrees to accept a new lease, if the Landlord so requires, in the same form but at the rent then payable. Even if the Landlord gives the Tenant extra time to comply with an obligation, or does not insist on strict compliance with terms of this lease, the Guarantor's obligation remains fully effective.

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR. THERE IS A CODE OF PRACTICE CONCERNING COMMERCIAL LEASES IN ENGLAND AND WALES PUBLISHED UNDER THE AUSPICES OF THE DEPARTMENT OF THE ENVIRONMENT.

Signed as a deed by/on behalf of the
Landlord and delivered in the presence of:

Wit

Witness's occupation and address

Signed as a deed by/on behalf of the
Tenant and delivered in the presence of:

Wit

Wit

Sign

Guarantor and delivered in the presence of:

Witness

Witness's occupation and address

Land

Tenant

Guarantor