

**PRESCRIBED CLAUSES**

**LR1. Date of this lease**

*28<sup>th</sup> April*

**2016**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s):**      **WSX282044**

**LR2.2 Other title numbers:**

**LR3. Parties to this lease**

**Landlord:**

**BRENDA MURIEL DOBSON    ANDREW THOMAS  
DOBSON SARAH CAROLINE WEST &  
RACHEL CLAUDIA DOBSON**

**Tenant:**

**RICHARD HENRY HANCOCK and JENNIFER  
ANNE HANCOCK**

**Other parties:**

**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.**

**5 Northgate Chichester West Sussex PO19 1BA** (as the same is shown coloured red on the plan annexed hereto)

**LR5. Prescribed statements etc.**      None

**LR6. Term for which the Property is leased**      -      10 years from and including 1st July 2015

**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.**

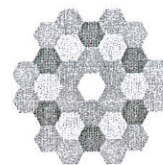
**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None

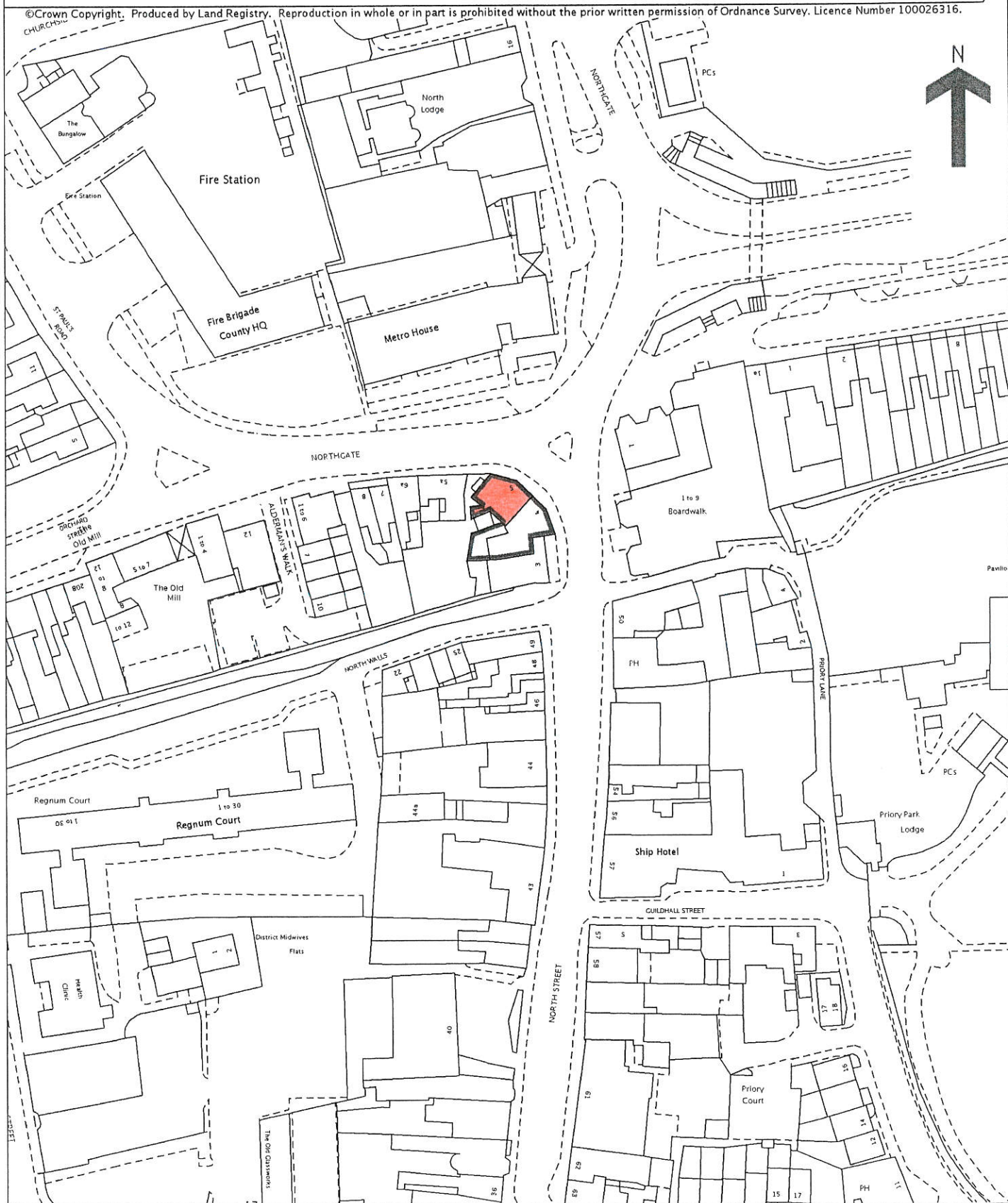
**LR9.2 Tenant's covenant to (or offer to) surrender this lease**      -      None

# Land Registry Official copy of title plan

Title number **WSX282044**  
Ordnance Survey map reference **SU8605SW**  
Scale **1:1250**  
Administrative area **West Sussex : Chichester**



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THIS LEASE is made the *Twenty-eighth* day of *April* 2016

**BETWEEN BRENDA MURIEL DOBSON ANDREW THOMAS DOBSON SARAH CAROLINE WEST and RACHEL CLAUDIA DOBSON** (hereinafter collectively called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and **RICHARD HENRY HANCOCK and JENNIFER ANNE HANCOCK** of 5 Northgate Chichester in the County of West Sussex (hereinafter collectively called "the Tenant" which expression shall where the context so admits include their successors in title) of the other part

**WHEREAS** the Landlord is the registered proprietor of the freehold premises known as 4 & 5 Northgate Chichester West Sussex PO 19 1BB ("the Building") as the same is registered at The Land Registry under title number WSX282044

**NOW THIS DEED WITNESSETH** as follows

1. THE Landlord with full title guarantee hereby demises unto the Tenant the office premises comprising the basement and ground floor and first floor known as 5 NORTHGATE CHICHESTER WEST SUSSEX ("the Premises") comprising the part of the Building shown on the plan annexed hereto and coloured red together with the rights set out in Title Number WSX282044 **TO HOLD** the same unto the Tenant for the term of Ten years from and including 1<sup>st</sup> July 2015 **PAYING THEREFOR** the yearly rent specified in the Schedule hereto payable on the first day of each and every calendar month the first payment to commence on 1<sup>st</sup> July 2015 and the following further payments to be made on demand:
  - 1.1 One third of every premium which the Landlord pays to insure the Building
  - 1.2 One half of the water meter reading in respect of the Building
2. THE Tenant hereby covenants with the Landlord as follows:-



- 2.1 To pay the reserved rents without any deduction or set off on the days and in the manner aforesaid
- 2.2 To pay and discharge and indemnify the Landlord against payment of all existing and future rates taxes charges duties assessments and outgoings whatsoever of an annual or recurring nature rated charged imposed or assessed upon the Premises or upon the owner or occupier thereof or payable by either of them in respect thereof
- 2.3 To maintain the state and condition of the interior non-structural parts of the Premises but the Tenant need not alter or improve the Premises and there is excepted from this covenant any obligation to make good damage caused by a risk against which the Landlord has or should have insured save to the extent that the policy monies have not been paid due to any act or default of the Tenant
- 2.4 To paint the exterior and interior of the Premises in every third year of the term and in the last year of the term hereby granted to the reasonable specifications of the Landlord and after due consultation with the Landlord
- 2.5 Not to do or suffer to be done on the Premises anything which may prejudice the insurance of the buildings thereon against loss or damage by fire or do or suffer to be done on the Premises anything whereby the rate of premium thereof or on the insurance of any adjacent premises may be increased and to repay to the Landlord all sums paid by him by way of increased premium and all expenses incurred by him in or about the renewal of any policy or policies rendered necessary by a breach of this covenant and all such payments shall be included in the rent hereinbefore reserved and recoverable as rent
- 2.6.1 Not to assign or (save as hereinafter provided) otherwise share or part with possession of part only of the Premises (as distinct from the whole)
- 2.6.2 Not to assign underlet or otherwise part with possession of the whole of the Premises for all or any part of the said term without the consent in writing of the Landlord which shall not be unreasonably withheld or delayed

- 2.7 Within one month from the date of any permitted assignment underlease or other disposition of the Premises or a devolution thereof in case of death to produce to the Landlord's solicitors for registration a certified copy of every such assignment underlease charge instrument probate or letters of administration and pay to such solicitors a fee not less than £40.00 plus VAT for every such registration **PROVIDED AND IT IS HEREBY AGREED** that none of the foregoing restrictions or provisions in Clause 2.6 shall apply to sharing or parting with possession of the Premises with or to a Company in respect of which the Tenant owns not less than 50% of the entire share capital
- 2.8 Not to use the Premises otherwise than as an estate agency surveyors' offices and ancillary services or any other use within class A2 of the Town and Country Planning (Use Classes) Order 1987 (as amended)
- 2.9 To permit the Landlord and their respective duly authorised agents with or without workmen and others at all reasonable times upon reasonable written notice to enter upon the Premises and examine the condition thereof and thereupon the Landlord may serve upon the Tenant notice in writing specifying any repairs necessary to be done and require the Tenant forthwith to execute the same and if the Tenant shall not within two months after the service of such notice proceed diligently with the execution of such repairs or shall fail to complete the work within such period or if in the Landlord's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand.
- 2.10 To permit the Landlord and his respective duly authorised agents with all necessary workmen and appliances at all reasonable times upon three days written notice except in case of emergency to enter upon the Premises to

execute repairs or alterations on any adjoining premises now or hereafter belonging to the Landlord all damaged thereby occasioned to the Tenant being made good without delay by the Landlord.

- 2.11 Upon receipt of any notice order direction or other thing from a competent authority affecting or likely to affect the Premises whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith to produce the same to the Landlord and the Tenant will (so far as such notice order direction or other thing or the Act Regulations or other instrument under and by virtue of which it is issued require him so to do but only in so far as the same relate to the Premises and fall within the liability of the Tenant under the provisions hereof) comply therewith at his own expense
- 2.12 To permit the Landlord during the three months immediately preceding the determination of the said term to affix and retain without interference upon any part of the Premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or his agent at reasonable times of the day (upon appointment made) to view the Premises
- 2.13 To pay all expenses (including Solicitor's costs and Surveyor's fees) incurred by the Landlord incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the court
- 2.14 Not without the previous consent in writing of the Landlord to use the Premises or any part thereof or suffer the same to be used for the purpose of advertising or permit to be displayed thereon any advertisement and to remove forthwith and discontinue thereafter the use of any advertisement to which the Landlord may at any time take objection notwithstanding any previous consent thereto PROVIDED THAT nothing herein contained shall prohibit any advertisement for or in connection with the Tenant's own trades or businesses as carried out on the Premises which is exhibited or placed within the external walls and windows



of the main buildings on the Premises or the exhibition or erection on the Premises in a position previously approved of by the Landlord of a fascia board the size wording the style whereof shall have been approved of by the Landlord in writing before the exhibition or erection thereof

- 2.15 Not to permit oil grease or other deleterious matter to enter the drains and sewers owned by the Landlord or used in common with other persons and to employ such plant for treating any deleterious effluent before permitting the same to enter such drains and sewers as may reasonably be required by the Landlord from time to time in accordance with the best modern practice
- 2.16 Not to form or permit to be formed any refuse dump or rubbish or scrap heap on the Premises but to remove not less frequently than once a month (or more frequently if considered necessary by the Landlord) all refuse rubbish or scrap which may have accumulated on the Premises and all used tins cans boxes and other containers and generally to keep all land not covered by buildings or erections forming part of the Premises clean and in good order and condition
- 2.17 Not to cause or suffer any noxious or offensive effluvia to be emitted from the Premises without using all reasonable and practicable means of preventing or counteracting such effluvia
- 2.18 Throughout the said term to execute all such works and observe all such building sanitary and other regulations as shall for the time being be required or be in force in respect of or apply to the Premises whether issued or made under the Public Health Acts and to observe the provisions of the Factories Act 1961 or such of them as may be in operation at the date hereof and of any statutory modifications thereof or additions thereto for the time being in force and also the regulations of any municipal local or other authority so far as applicable thereto
- 2.19 Not to do or give any express consent to anything whereby or by reason whereof any adverse right of light or air or other easements may be enjoyed over or in respect of the Premises or any part thereof and in case at any time during the

said term any building erection or structure shall be commenced without the knowledge of the Landlord which shall or may if completed obstruct or cause any injury to the access of light or air to or give rise to any easement over the Premises or any building erected or to be erected thereon or on any part thereof as aforesaid forthwith to give notice thereof in writing to the Landlord and to permit the Landlord in the name of the Tenant or in such other name or proceedings or other steps as he may think reasonable or proper with a view to restraining the erection or continuance of any such building erection or structure or preventing the acquisition of any such easement as aforesaid

2.20 To yield up the Premises with the fixtures (except Tenant's fixtures) and additions thereto at the expiry or sooner determination of the tenancy in repair in accordance with the Tenant's covenants herein contained

3. THE Landlord hereby covenants with the Tenant as follows:-

3.1 That the Tenant paying the rents hereby reserved and performing and observing the several covenants on his part herein contained shall peaceably hold and enjoy the Premises during the term hereby created without any interruption by the Landlord or any person rightfully claiming from under or in trust for him

3.2 The Landlord covenants with the Tenant:

3.2.1 the Landlord is to keep the Premises (and the Building) (except the plate glass) insured with 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, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals and third party liability and any other risks reasonably required by the Landlord or the Tenant so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions



- 3.2.2 to take all necessary steps to make good as soon as possible damage to the Premises (and 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
- 3.2.3 to give the Tenant as his request once a year particulars of the policy and evidence from the insurer that it is in force
- 3.2.4 To furnish the Tenant with a copy of the current insurance policy and the receipt for the last premium but not so that the Landlord shall be required to produce the policy more than once in any year
- 3.3 To keep the outside, roof, structure and foundations of the Building in good repair and to keep all services benefiting the Building in good working order and condition
- 4. **IT IS HEREBY AGREED AND DECLARED THAT:-**
  - 4.1 If the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed (or if the Tenant for the time being shall become bankrupt or being a Company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if the Tenant for the time being shall enter into any arrangement or composition for the benefit of the Tenant's creditors then and in any of the said cases) it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any breach of the Tenant's covenants herein contained
  - 4.2 If the Premises or any part thereof shall at any time during the tenancy be destroyed or damaged by any of the risks insured pursuant to clause 3.2 so as to be unfit for habitation and use provided that the policy or policies or insurance

effected by the Landlord shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of any act or default of the Tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

- 4.3 Any notice under this lease shall be in writing and may be served on the person on whom it is to be served either personally or by leaving for it him at the Premises (if he be the Tenant) or at his last known place of abode or by sending it by Registered Post or the Recorded Delivery service to such premises or place and in the case of a notice to be served on the Landlord it may be served in like manner upon any agent for the Landlord duly authorised in that behalf

5. **IT IS HEREBY AGREED AND DECLARED** that the Lessee shall pay Value Added Tax on the rents payable under this Lease

- 6.1 If the Tenant wishes to determine this Lease on either 31<sup>st</sup> December 2017 or the expiry of the fifth year of the said term (the "determination date") and shall give to the Landlord not less than six months' notice in writing and shall up to the determination date pay the yearly rent specified in the Schedule hereto then and in such case the said term shall immediately cease and determine on the determination date but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant
- 6.2 If this lease determines in accordance with clause 6.1 then within 14 days of the determination date the Landlord shall refund to the Tenant the proportion of the yearly rent specified in the Schedule hereto and any VAT paid in respect of it and the payments referred to in Clauses 1.1 and 1.2 which are referable to any

period following but not including the determination date calculated on a daily basis

7. This lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

IN WITNESS where of the parties hereto have executed this document as a deed the day and year first before written

THE SCHEDULE ABOVE MENTIONED

Provisions for ascertaining the yearly rent payable under the Lease

1.1 The yearly rent payable hereunder shall be as follows:

1.2 From and including 1<sup>st</sup> July 2015 until and including 30<sup>th</sup> June 2017 the sum of FIFTEEN THOUSAND POUNDS (£15,000.00) per annum

1.3 From and including 1<sup>st</sup> July 2017 until and including 30<sup>th</sup> June 2018 the sum of £15,250.00

1.4 From and including 1<sup>st</sup> July 2018 until and including 30<sup>th</sup> June 2020 the sum of £15,500.00 per annum

1.5 During the final period of five years from and including 1<sup>st</sup> July 2020 a rent equal to the rent previously payable hereunder or such revised rent as may be agreed or determined as hereinafter provided (whichever be the greater) such revised rent hereinbefore referred to may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the commencement of the period to which it relates by a suitably qualified and experienced valuer acting as an expert and not as an arbitrator such valuer to be nominated in the absence of agreement by the President for the time being of the Royal Institution of the Chartered Surveyors on the application of the Landlord or the Tenant made not more than six months before or at any time after the commencement of the relevant period and so that in case of such valuation the revised rent to be determined by the valuer shall be such that in his opinion would be the yearly rent for the demised premises let as a whole



- (A) on the basis that at the commencement of the relevant period they are fit for immediate occupation and use and that no work has been carried out therein by the Tenant or his predecessors in title during the said term which has diminished the rent or value of the Premises and that in case the Premises have been destroyed or damaged they have been fully restored
- (B) Having regard to market rental values current at the commencement of the relevant period for property let without a premium with vacant possession and subject to the provisions of this lease other than the amount of rent hereby reserved but including the provisions for rent review (for a term equal to the then unexpired residue of the original term of this lease by a willing lessor to a willing lessee)
- (C) On the assumption that the lessees covenants herein contained have been fully performed and observed until the commencement of the relevant period  
BUT disregarding:
  - (1) Any effect on the rent of the fact that the Tenant or his predecessor in title has been in occupation of the Premises and any goodwill attached to the Premises by reason of the carrying on thereat of the business of the Tenant or his predecessors in title of that business and
  - (2) Any increase in rental value of the Premises attributable to the existence at the commencement of the relevant period of any improvement to the Premises or any part thereof carried out by the Tenant or his predecessors in title during the said term or during any period of occupation prior thereto arising out of an agreement to grant such a term

1.6 **IT IS HEREBY FURTHER PROVIDED** in relation to the said revised rent as follows:

In the case of reference to a Valuer:

- (A) the cost of the reference shall be in the award of the valuer whose decision shall be final and binding on the parties hereto
- (B) the valuer shall afford to each of the parties hereto an opportunity to make written representations to him and

(C) if he shall die delay or become unwilling or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors shall in his absolute discretion think fit the said person may by writing discharge him and appoint another valuer in his place

- 1.7 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and Tenant and any surety and annexed to this lease and the counterpart thereof and the parties shall bear their own costs in respect thereof
- 1.8 If and so often as the revised rent in respect of any period has not been ascertained pursuant to the foregoing provisions before the first day hereby appointed for payment of rent for the relevant period rent shall continue to be payable during that period at the rate equal to the rent payable immediately before the commencement of the relevant period and until the first day of the payment of rent after the revised rent has been ascertained or until the expiration of that period (whichever first will happen)
- 1.9 On the first day of payment after the revised rent has been ascertained there shall be payable by the Tenant to the Landlord by way of rent (in addition to the amount of rent otherwise due on that day) the aggregate of the amount by which the instalments of rent payable in respect of that period in accordance with the provisions hereof shall fall short of the amount which would have been payable if the revised rent has been ascertained before the first day for payment of rent for the relevant period together with interest thereon at Lloyds Bank base lending rate for the time being from the revised date to the actual date of payment

SIGNED as a DEED by the said

BRENDA MURIEL DOBSON

in the presence of:-

Bm Dobson  
E. Pereira  
L. PEREIRA

SAXBY LODGE RESIDENTIAL  
CARE HOME.

124 VICTORIA DRIVE,

BOGNOR REGIS - W. SUSSEX  
PO21 2EJ.

SIGNED as a DEED by the said

ANDREW THOMAS DOBSON

in the presence of:-



R.N.E. RIXON  
BRAMSDON & CHILDS  
141 ELM GROVE  
SOUTHSEA  
HAMPSHIRE  
PO5 1HR  
SOLICITOR

SIGNED as a DEED by the said

SARAH CAROLINE WEST

in the presence of:-

SC West  
PEAR TREE BARN  
86, FELPHAM ROAD  
WEST SUSSEX  
PO22 7NZ.

T. B. B. B.  
Lavant Road, Surging  
8 Lavant Road, Chichester, PO19 5RH

SIGNED as a DEED by the said

RACHEL CLADIA DOBSON

in the presence of:-

R. Dobson.

Violetta Bedendo

VIOLETTA BEDENDO

VIA PARCO VIGARIO 9A

22034 BRUNATE  
ITALY



Dated

28<sup>th</sup> April

2016

**BRENDA MURIEL DOBSON  
ANDREW THOMAS DOBSON  
SARAH CAROLINE WEST and  
RACHEL CLAUDIA DOBSON**

to

**RICHARD HENRY HANCOCK and  
JENNIFER ANNE HANCOCK**

**LEASE**

of

**5 Northgate  
Chichester  
West Sussex  
PO19 1BB**

Bramsdon & Childs  
141 Elm Grove  
Southsea  
Portsmouth  
PO5 1HR  
[rr@bramsdonandchilds.com](mailto:rr@bramsdonandchilds.com)