

On behalf of: the Claimant
Witness: Thomas Richard Tyler

No. of witness statement: 1

Exhibit: 1 & 2

Date: 04 July 2023

CLAIM NO

IN THE COUNTY COURT AT WATFORD

BETWEEN:

FLEXSPACE NO 2 LLP

CLAIMANT

and

(1) BOSECOM LIMITED

(2) RAVI KUMAR BOSE

DEFENDANTS

FIRST WITNESS STATEMENT OF THOMAS RICHARD TYLER

I, **THOMAS RICHARD TYLER**, of Flexspace No 2 LLP ("**Flexspace**") of Registered Office Unit 112, Culley Court, Orton Southgate, Peterborough, PE2 6WA WILL SAY as follows:

1. I am a LLP member at Flexspace.
2. I make this Witness Statement on behalf of, and in support of, the Claimant in respect of the urgent possession action required to remove the Defendants, who are trespassing at the Claimant's property known as Unit 6, Park House, 15-23 Greenhill Crescent, Watford, WD18 8PH ("**Property**"). The Property is registered at HM Land Registry under Title Number HD608885 (**Exhibit 1**).
3. I believe that the facts stated in this witness statement are true. Where matters are not within my own knowledge, they are true to the best of my knowledge, information, and belief. Where I refer to information supplied by others, the source of that information is identified.

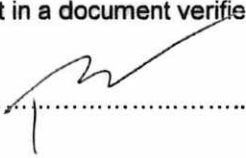
The Property

4. The Claimant is the legal owner of the long leasehold interest in the Property. The First Defendant previously had a lease of the Property dated 18 October 2019 ("**Lease**") (**Exhibit 2**).
5. Under the terms of the Lease (Clause 4.1, 4.2 and 4.3) the First Defendant covenanted to pay the rent, service charge (as additional rent) and insurance (as additional rent) on a monthly basis. On the 1 April 2023 an invoice was sent to the First Defendant in the sum of £3,403.20, this represented rent, service charge and insurance.
6. By the 26 April 2023 the First Defendant had failed to pay the sums due. Under the terms of the Lease (Clause 9.1) the Claimant is permitted to forfeit the Lease by re-entry if any sums due as rent are outstanding for ten days. Accordingly, I instructed a company called Lock Father to change the locks and we forfeited the Lease by peacefully re-entering the Property on 26 April 2023.
7. This was done by changing the locks and adding sheet metal to the entrance. The forfeiture was effectively carried out and I am advised that this caused the Lease to come to an end.
8. After the forfeiture on 26 April 2023, the First Defendant paid the arrears and initially tried to argue they had been paid on 25 April 2023 by changing the date on the payment confirmation. I understand the First Defendant has since admitted the funds were paid after the forfeiture had taken place. Our accounts make it clear the funds were received after the forfeiture took place. The Defendants actions in trying to deceive us in this way are naturally very concerning.
9. Remarkably, after the forfeiture had taken place on 26 April 2023, the Defendants broke into the Property and re-took possession despite the Lease having ceased to exist and without it therefore having any right of occupation.
10. Accordingly, on 11 June 2023 I instructed a company called VPS to assist with re-taking possession of the Property from the now trespassing Defendants. This was duly done.
11. However, despite having security on site, the Defendants decided to break into the Property again. The Second Defendant has written to our solicitors on 15 June 2023 confirming that he will not vacate the Property and will have someone at the Property 24/7 going forwards.
12. I am advised that we therefore need a Court Order to remove the trespassing Defendants.

13. I respectfully ask the Court to therefore grant an order for possession so that we can take the necessary steps to recover the Property and an order for the costs incurred in this action which has been forced upon us by the actions of the Defendants.

Statement of truth

I believe that the facts stated in this witness statement are true. I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

Signed

Date 4 July 2023

On behalf of: the Claimant
Witness: Thomas Richard Tyler

No. of witness statement: 1

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and

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DEFENDANT

FIRST WITNESS STATEMENT OF THOMAS
RICHARD TYLER

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REF: DLRC/EFC/2108826/158

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DEFENDANTS

EXHIBIT 1

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number HD608885

Edition date 09.01.2023

- This official copy shows the entries on the register of title on 28 JUN 2023 at 16:17:20.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 Jun 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

HERTFORDSHIRE : WATFORD

- 1 (12.05.2022) The Leasehold land demised by the lease referred to below which lies within the area shown edged with red on the plan of the above Title filed at the Registry and being Park House, 15-19 Greenhill Crescent, Watford (WD18 8PH).
- 2 (12.05.2022) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 1 March 2022
 Term : 125 years from and including 1 March 2022
 Parties : (1) Watford Borough Council
 (2) Flexspace No 2 LLP
- 3 (12.05.2022) The Lease prohibits or restricts alienation.
- 4 (12.05.2022) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (12.05.2022) The landlord's title is registered.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.05.2022) PROPRIETOR: FLEXSPACE NO 2 LLP (LLP Regn. No. OC402087) of Unit 112, Culley Court, Orton Southgate, Peterborough PE2 6WA.
- 2 (12.05.2022) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed

B: Proprietorship Register continued

by the proprietor for the time being of the Charge dated 1 March 2022 in favour of Lloyds Bank Plc referred to in the Charges Register.

- 3 (09.01.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 22 December 2022 in favour of Lloyds Bank Plc referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (12.05.2022) A Transfer of the freehold estate in the land tinted pink on the title plan and other land dated 1 February 1920 made between (1) Robert Victor Baron Ebury and (2) John Dickinson & Co. Limited contains restrictive conditions.

NOTE: Copy filed under 18935.

- 2 (12.05.2022) REGISTERED CHARGE contained in a Supplemental Charge dated 1 March 2022 affecting also title HD608886.

- 3 (12.05.2022) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 00002065) of 25 Gresham Street, London EC2V 7HN.

- 4 (12.05.2022) The proprietor of the Charge dated 1 March 2022 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

- 5 (09.01.2023) REGISTERED CHARGE contained in a Security Agreement dated 22 December 2022 affecting also other titles.

NOTE: Charge reference BM166901.

- 6 (09.01.2023) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 00002065) of 25 Gresham Street, London EC2V 7HN.

- 7 (09.01.2023) The proprietor of the Charge dated 22 December 2022 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

CLAIM NO

IN THE COUNTY COURT AT WATFORD
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(5) BOSECOM LIMITED
(6) RAVI KUMAR BOSE

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EXHIBIT 2

FLEXSPACE LEASE

1. Lease Summary Sheet

Date of this Lease	18 OCT 2019
Estate	Known as:- PARK HOUSE, 15-23 Greenhill Crescent, Watford WD18 8PH
Premises	The premises (at and forming part of the Estate) known as Unit 6 (outlined in red on attached plan – for identification purposes only)
Approximate internal area	The Premises measures approximately 2157 sq ft (200 sqm)
Landlord	FLEXSPACE NO 2 LLP (Company Registration Number OC402987) whose registered office is at 38 Seymour Street, London W1H 7BP but whose address for service of notices in the UK is c/o Flexspace Management Ltd, Unit 112 Culley Court, Peterborough PE2 6WA or such other address notified to the Tenant in writing
Tenant	Bosecom Limited (Registered co. no. 09467259) Address: 50 Beresford Avenue, Hanwell, Middlesex, United Kingdom, W7 3AL Contact name: Dr Ravi Kumar Bose Email address: email: Accounts@bosecom.org.uk Telephone Number: 07845311950 / 02033933925 (ext 3 for accounts)
Guarantor	NONE
Term	A term of [5] years commencing on 1st October 2019 (the "Term Commencement Date") and expiring on 30th September 2024
Payment Days	[1st day of each calendar month]
Rent	Year 1 of the Term - £17,400 per annum plus VAT Year 2 of the Term - £17,928 per annum plus VAT Year 3 of the Term - £18,468 per annum plus VAT Year 4 of the Term - £19,032 per annum plus VAT Year 5 of the Term - £19,608 per annum plus VAT

	business rates,	☒ Included in Site Charge
	electricity	☒ Included in Site Charge
	gas	☒ Included in Site Charge
	water	☒ Included in Site Charge
	IT	☐
	Telecommunications	☐
	Standing charges	☐
	Broadband	☐
	Waste Disposal	☐
	[any other costs]	☐
Any of the above items not ticked as being expressly included in the Rent are payable in addition to the Rent pursuant to clause 4.8, or may be charged as Additional Payment specified below. Such rent payable by equal payments in advance on the Payment Days from the Rent Commencement Date. The first payment due on completion of this Lease may be a pro-rata amount from the Rent Commencement Date to the next relevant Payment Day [The Rent is subject to review in accordance Clause 12 below and the "Relevant Percentage" for the purpose of Clause 12 is 3% per annum]		
Rent Commencement Date	1st October 2019	
Service Charge	£14,136 plus VAT per annum payable monthly (or part thereof) in advance on the Payment Days from the Term Commencement Date representing at the date of this Lease the Landlord's estimate of the Tenant's proportion (such proportion to be determined by the Landlord (acting reasonably)) of the Service Costs (as defined below) for the Estate (subject to review in accordance Clause 4.2 below)	
Insurance Charge	Such sum (subject to Clause 4.3) as the Landlord shall reasonably allocate in relation to the costs incurred by the Landlord in insuring the Estate and the Premises in accordance with Clause 6 and such sum of £864 + VAT per annum shall be payable monthly (or part thereof) on demand by equal payments in advance on the Payment Days from the Rent Commencement Date. The first payment due on completion of this Lease may be a pro-rata amount from the Rent Commencement Date to the next relevant Payment Day monthly in advance.	
Additional Payments	The Additional Payments of: £ [each] payable monthly in advance on the Payment Days from the Term Commencement Date. The first payment due on completion of this Lease	

	may be a pro-rata amount from the Term Commencement Date to the next relevant Payment Day.
Security Deposit	£4,085
Permitted Use	Use classes B1 and B2 and B8 as defined under the Town & Country Planning (Use Classes) Order 1987 (as amended) Workshop - Retail sale of computers, peripheral units and software in specialised stores Repair of computers and peripheral equipment
Tenant's Break Right	NONE [No Tenant's break right included in this Lease]
Landlord's Break Right	NONE [No Landlord's break right included in this Lease]
Parking	The Tenant may park a maximum of 4 private motor cars during the Term on a first come first serve basis with no guarantee of availability in such areas as may be allocated by the Landlord from time to time according to the site car park rules and procedures.
Tenant – Exclusion of security of tenure provisions of the Landlord and Tenant Act 1954 (as amended)	The Tenant confirms that before the date of this Lease the Landlord served on the Tenant a notice dated 11/09/2019 in relation to the tenancy created by this Lease (The Notice) in a form complying with Schedule 1 of the Regulatory Reform (Business Tenancies) (England and Wales) 2003 Order The Tenant or person duly authorised by the Tenant in relation to the notice made a statutory declaration (the Declaration) dated 13-09-2019 in a form complying with the requirements of Schedule 2 of the 2003 Order The Tenant confirms where the Declaration was made by a person other than the Tenant, that party had authority and legal capacity to act on behalf of the Tenant Having complied with the requirements, the Landlord and Tenant agree that the provisions of S24 to 28 inclusive of the 1954 Landlord and Tenant Act shall not apply and are excluded in relation to this Lease

2. Definitions and Interpretations

- 2.1. The Lease Summary Sheet set out in Section 1 of this Lease shall form part of this Lease and the words and expressions specified in the Lease Summary Sheet shall have the meanings set out against them
- 2.2. References to the Landlord or the Tenant shall include their successors in title. The Tenant acknowledges that it has not relied on any statement or representation
- 2.3. For the purposes of this Lease the following definitions shall apply;
 - 2.3.1. "the Estate" shall mean all that centre or site referred to and in the ownership of the Landlord
 - 2.3.2. "the Common Parts" shall mean the entrances, estate roadways and pathways of the Estate and all other areas ways and amenities in the Estate provided or designated from time to time by the Landlord for common use by the tenants of the Estate
 - 2.3.3. "the Premises" shall include all internal and external doors shutters and windows (including frames glass locks and handles), floors (but not the structural elements supporting the floors) and floor coverings, ceilings

(including suspended ceilings) within the boundary of the Premises, the inner surface of any external walls and roofs, the inner half of all internal party walls delineating the boundary of the Premises but excluding such structural parts or load-bearing walls which form part of the common structure of the Estate), lighting and sanitary ware together with all appliances alarms media services wires pipes conduits plant and machinery within or exclusively serving the Premises

- 2.3.4. "Landlord's Services" shall mean the services referred to in Clause 5 below
- 2.3.5. "the Loss of Rent Period" means a period of 3 years from the date of damage or destruction
- 2.3.6. "the Tenancy" means the tenancy granted by this Lease
- 2.3.7. 'the Guarantor' means the party guaranteeing the performance of the Tenant's obligations in this Lease
- 2.3.8. "Planning Acts" means as defined in section 336 of the Town and Country Planning Act 1990 all statutes containing provisions relating to town and country planning from time to time in force and all other statutes statutory instruments regulations rules orders and directions
- 2.3.9. "the Surveyor" means such person or company as the Landlord may from time to time nominate as the Landlord's surveyor or managing agent in respect of matters relating to the Estate or Premises (who may be a person employed by or otherwise connected with the Landlord)
- 2.3.10. "Service Costs" means the expenditure incurred by the Landlord in providing the Landlord's Services for the Estate
- 2.3.11. "Service Media" means any ducts, flues, gutters, pipes, drains, sewers, cables, conduits, wires or other media for conducting water, soil, gas, electricity and telecommunications
- 2.4. Words importing one gender shall be construed as importing any other gender
- 2.5. Words importing the singular shall be construed as importing the plural and vice versa
- 2.6. Where the Landlord or the Tenant comprises more than one person the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons
- 2.7. The clause headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 3. Term
 - 3.1. The Landlord lets and the Tenant takes the Premises at the Rent and additional rents (subject to any variation there may be recorded in this Lease) for the Term specified in the Lease Summary Sheet in accordance with the provisions of this Lease
- 4. Rent and Other Sums
 - 4.1. The Tenant shall pay the Rent specified in the Lease Summary Sheet by direct debit (or such other means as the Landlord reasonably requires) from the Rent Commencement Date as provided for in the Lease Summary Sheet (subject to any relevant increases in accordance with Clause 12 below)
 - 4.2. The Tenant shall also pay by way of additional rent by direct debit (or such other means as the Landlord so requires) the Service Charge and the Additional Payments (if any) specified in the Lease Summary Sheet from the Term Commencement Date.

In the event that the Landlord undertakes a reassessment of the Service Costs or the Additional Payments for the Estate during the Term and the Service Charge or Additional Payments are identified as insufficient, the Landlord shall upon 1 month's

prior written notice increase such charge in line with the expected annual Service Costs or Additional Payments.

Where the Landlord undertakes an annual reconciliation (but without any obligation on the Landlord to do so) of the Service Costs of the Estate the Tenant's proportion (such proportion to be determined by the Landlord (acting reasonably)) of such annual reconciled expenditure shall be calculated on the basis of the ratio that the net internal area of the Premises bears to the net internal area of the tenantable parts of the Estate and any shortfall shall be recoverable and invoiced as additional rent or in the event of overpayment credit made to the Tenant's account. Where the expenditure relates wholly or in part to an outlay by the Landlord relating exclusively to the Premises, the Landlord shall be entitled to directly recover and the Tenant shall pay to the Landlord on demand the whole or a fair proportion (as appropriate) of such expense from the Tenant.

- 4.3. The Tenant shall pay by way of additional rent in advance by direct debit (or such other means as the Landlord so requires) the Insurance Charge specified in the Lease Summary Sheet from the Term Commencement Date.
- 4.4. The Tenant shall also pay by way of additional rent by direct debit (or such other means as the Landlord shall reasonably require) the following charges:
 - 4.4.1. Interest on any arrears of rent or any other payment due from the Tenant to the Landlord which remain outstanding 7 days after the due date hereunder at the rate of 4% per annum over the base of the Barclays Bank Plc (or such other replacement bank as the Landlord shall require) from the due date on which such payment shall have fallen due until the date that the Landlord receives the funds
 - 4.4.2. A management charge of £175.00 (in addition to costs payable to bailiffs or others instructed by the Landlord) on each occasion the Landlord recovers or attempts to recover the said rents or other properly invoiced money
- 4.5. The Tenant shall pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors and surveyors) properly incurred by the Landlord in relation to, incidental to or in connection with
 - 4.5.1. every application made by the Tenant for a consent or licence required by the provisions of this Lease
 - 4.5.2. the preparation and/or service of a notice under Section 146 of the 1925 Act or incurred in proceedings under Section 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
 - 4.5.3. serving any notice in connection with this Lease under Section 17 of the Landlord and Tenant (Covenants) Act 1995
 - 4.5.4. the recovery or attempted recovery of arrears of the Rent or other sums properly due from the Tenant or the enforcement of the covenants to be observed and performed by the Tenant
 - 4.5.5. the preparation service negotiation and settlement of a schedule of dilapidations during or within six months after the end of the Term relating to dilapidations which arise before or at the end of the Term and any negotiation or settlement relating to such schedule
- 4.6. All amounts are payable exclusive of VAT or such other taxes as may be applicable and the Tenant shall pay VAT or such other taxes as may be applicable in respect of all taxable supplies made to it in connection with this Lease on the date for making payment or if earlier the date on which that supply is made for VAT purposes. The Landlord is to provide to the Tenant a VAT invoice in respect of any VAT payable by the Tenant under this Lease

- 4.7. All sums payable under this Lease are payable in the manner set out in this Lease without any deduction set-off or counterclaim
- 4.8. (To the extent that either the Rent is not stated in the Lease Summary Sheet to be inclusive of any of the costs mentioned below or the Additional Payments are not stated expressly to cover such items) or the Additional Payments are not stated expressly the Tenant shall pay/repay on demand and indemnify the Landlord against all of the following:
 - 4.8.1. all rates taxes assessments duties charges impositions and outgoings which are now or during the Term charged assessed or imposed upon the Premises exclusively or upon the owner or occupier of them (except any payable by the Landlord occasioned by any disposition or dealing with or ownership of the reversion of this Lease) or where they are assessed upon the Premises and any other property a proportion (to be determined by the Landlord (acting reasonably) of such rates taxes assessments duties charges impositions and outgoings
 - 4.8.2. all charges for all gas water electricity telephone installations foul and surface water drainage and information services facilities and other services consumed or used at or in relation to the Premises (including apparatus and/or meter rents)
- 4.9. The Tenant shall pay the following outgoings in respect of the Premises which items are expressly excluded from the Landlord's Services:
 - 4.9.1. The cost of providing fire and intruder alarms and other security features
 - 4.9.2. Taxes assessments duties or statutory charges which should be paid by the Tenant
5. Landlord's Services

Subject to the Tenant paying the Service Charge the Landlord shall use reasonable endeavours to:

 - 5.1. (Where necessary) maintain and keep in repair and decorate and (where necessary) renew, replace where appropriate the Common Parts of the Estate including the structure of the building of which the Premises forms part and Service Media (but excluding any areas or items which fall within the liabilities of a tenant) and anything used by or for the Estate in common with other premises in a reasonable standard of repair
 - 5.2. Manage the Estate whether by engaging managing agents or by the Landlord's own staff or the staff of an associated company employing or engaging staff (whether by the Landlord or by agents or others) or independent contractors in connection with the management and security of the Estate and the provision of the Landlord's Services
 - 5.3. Provide install operate maintain inspect test repair and replace all plant machinery electrical systems security systems fire detection fire fighting and emergency lighting equipment solely serving the Common Parts
 - 5.4. Clean and light the Common Parts maintain and cultivate any landscaped areas and provide and maintain estate signage
 - 5.5. (Subject to the Tenant providing access to the Landlord to do so) comply with such statutory or regulatory requirements affecting the parts of the Estate which are not demised to any tenant
 - 5.6. Pay rates and water rates other than those for which the tenants are responsible
 - 5.7. Provide such other service or services which the Landlord may in its reasonable discretion provide in the interest of good estate management
 - 5.8. Use reasonable endeavours to provide the Landlord's Services within normal business hours 09.00 to 17.00 Monday to Friday (excluding bank holidays) but will not be

responsible for any loss or damage caused by their inability (howsoever caused) to provide such services

- 5.9. The Landlord will provide the services set out in this clause 5 acting reasonably and in its reasonable discretion, having regard to the age and nature of the Estate and may utilise all or part of the Service Charge in complying with its obligations in this clause 5

6. Insurance

- 6.1. The Landlord will during the Term keep the Estate (specifically excluding the matters referred to in Clause 6.4 below) insured with a reputable insurer against such perils as the Landlord shall determine (subject to the provisions referred to below)
- 6.2. The Landlord will insure the Estate against standard commercial risks (subject to the availability of cover and acceptable rates)
- 6.3. If the Premises are damaged or destroyed by a risk against which the Landlord has insured:
- 6.3.1. so as to be unfit for occupation and use (except as a consequence of the Tenant's default or negligence) then the Rent reserved by this Lease (or a proper proportion according to the extent of the damage) shall from the date of such damage or destruction and until the Premises shall have been reinstated for occupation and use or until the end of the Loss of Rent Period, whichever is the earlier cease to be payable
- 6.3.2. and the Premises have not been rebuilt or reinstated so as to be ready for the Tenant to occupy and use by the end of the Loss of Rent Period (or sooner by mutual agreement) the Landlord or Tenant shall on or after the end of the Loss of Rent Period be able to serve 3 prior written months' notice terminating this Lease but without prejudice to any claim breach or action either party may have against the other under this Lease for any prior breach. On determination under this clause all unused insurance monies shall belong to the Landlord absolutely and the Landlord shall have no further duty to reinstate.
- 6.4. The Landlord may arrange cover for such other risks to be insured which in the Landlord's absolute discretion are commercially prudent, but shall not be liable to the Tenant nor shall insure for any loss incurred by the Tenant for glass locks contents stock loss of trade or business interruption
- 6.5. If and whenever the Premises or any part of them are damaged or destroyed by a risk insured by the Landlord:
- 6.5.1. The Tenant shall to pay to the Landlord on demand a sum equal to any excess relating to such damage or destruction.
- 6.5.2. And the insurance money under the policy of insurance effected by the Landlord is by reason of any act or default of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority wholly or partially irrecoverable immediately in every such case to pay to the Landlord on demand the amount of such insurance money so irrecoverable in which event following payment in full of all such proper sums the provisions of Clause 6.3 shall apply

7. Rights

- 7.1. Provided the Tenant pays the Rent and complies with the Tenant's covenants and other obligations under this Lease, the Tenant shall benefit from quiet enjoyment of the Premises during the Term without interference by the Landlord
- 7.2. The Tenant is granted with others the shared use of the Common Parts giving access to the Premises and the non-exclusive benefit of Service Media which serve the Premises and which may serve other tenantable parts of the Estate but must use them

- in a reasonable and proper manner in accordance with any regulations imposed by the Landlord
- 7.3. The Landlord reserves the right to alter or close any Common Parts subject to providing (except in the case of emergency) reasonably suitable alternative access or amenities and reserves the right to use (and repair, alter or renew) any service media in the Premises which serve the Estate
 - 7.4. The Landlord also reserves the right to enter the Premises for the purpose and on terms set out elsewhere in this Lease
 - 7.5. The Landlord retains the right to serve upon the Tenant a notice of repair, such repairs to be completed within 2 months of service of the notice (or earlier if reasonable). In the event that such repairs are not undertaken within this period, the Landlord reserves the right to effect such works on their behalf at the Tenant's sole expense together with the cost of any professional or ancillary fees incurred
8. The Tenant's Obligations
- The Tenant agrees with the Landlord:
- 8.1. **Rent** – To pay the Rent, the additional rents and the other sums specified in Clause 4 in accordance with Clause 4
 - 8.2. **Repair** – To put and keep at all times the whole of the Premises (including all glass and lighting) suitably cleaned and in good substantial condition and repair and to maintain and regularly service by suitably qualified personnel the Service Media within or serving the Premises and to repair and replace as necessary and deliver up serviced and in good substantial condition and repair all the Landlord's fixtures and fittings including plant and equipment and any telephone and IT equipment and to decorate the interior and exterior of the Premises including all doors windows or previously decorated surfaces of the Premises with one undercoat and two top coats of gloss every 3 years and in the last year of the Term in a colour previously designated by the Landlord and in the last year of the term to replace all floor coverings to the satisfaction of the Landlord or the Surveyor
 - 8.3.
 - 8.3.1. **Laws and Regulations** - To comply with all Acts of Parliament, orders, regulations, bye-laws, rules (including those of the Landlord or his agents) and any other legislation applicable to the Premises and the Tenant's use thereof and to carry out any works required in order to do so; not do anything which may result in a statutory requirement for work to be carried out on the Premises or any other premises of the Landlord on the Estate
 - 8.3.2. **Compliance** – To comply with all requests made by the Landlord in order to fulfil its own compliance and record keeping requirements. This may include, but is not limited to, the provision of (i) ID documents such as a passport or driving licence and (ii) a utility bill, bank statement or council tax bill. To respond to any such request promptly
 - 8.4. **Assignment and subletting** - Not to assign, sublet, charge or part with possession of or share the occupation of any part of the Premises or permit another to occupy or use, or share occupation or use of, the whole or any part of the Premises nor hold the Lease on trust for any person for all or any part of the Term.
 - 8.5. **Alterations** - Not to make any structural or service media alterations or additions whatsoever to the Premises. The Tenant may make non-structural alterations subject to obtaining the Landlord's prior written consent. Unless otherwise requested by the Landlord (whether in relation to the whole or part of such alterations or additions) at the end of the Term, the Tenant shall reinstate any alterations or additions to the Premises at the expense of the Tenant and to the satisfaction of the Landlord acting reasonably. The Tenant shall not carry out any alteration to the Premises which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Premises

- 8.6. **Permitted Use** - Not to use the Premises or any part of the Premises otherwise than for the Permitted Use (as may be allowed by law) and for the sake of clarity in no event is the Tenant to allow anyone to reside in or bring animals (except a guide dog) into the Premises or use the Premises for a public auction or meeting place. The Tenant acknowledges that nothing in this Lease nor any approval or consent given by the Landlord now or at any time during the Term implies represents or warrants that the Premises may be lawfully used for any particular use under the Planning Acts or any other statute
- 8.7. **Nuisance** – Neither to carry out any acts at the Premises which are noisy, noxious, dangerous, or offensive, nor to cause any nuisance, damage, inconvenience or annoyance to the Landlord or to any owners or occupiers of any adjoining or neighbouring property or the neighbourhood
- 8.8. **Insurance** - Not to do anything which may cause an increase in premium or invalidate any insurance or policy relating to the Premises or the Estate. In the event that the nature of the Tenant's business incurs the payment of additional premiums, the Tenant agrees to fully reimburse the Landlord for such additional premiums
- 8.9. **Hazardous Materials** - Not to permit any toxic, contaminative, hazardous, combustible, explosive or dangerous substances or materials to be on or to escape or be discharged from the Premises and the Tenant shall be liable for and indemnify the Landlord against any costs or liabilities arising from any breach of this obligation
- 8.10. **Contents** –to arrange contents insurance for their own fittings trade goods stock or possessions and business interruption cover
- 8.11. **Letting Boards** – 6 months prior to the Term coming to an end to permit the Landlord to erect boards externally for the purposes of re-letting the Premises and to show prospective tenants the Premises
- 8.12. **Security** – To ensure the windows and doors within the Premises remain fully locked whilst the Tenant is not in occupation
- 8.13. **Waste** - Neither to deposit or dump hazardous materials trade refuse or goods nor to store goods external to the Premises, and to remove all its waste from the Estate, failing which the Landlord reserves the right to arrange its removal and charge the Tenant accordingly, and to place only general waste in any communal waste bins, if such facilities are provided by the Landlord
- 8.14. **Floors/Services** - Not to overload floors or services or the Service Media
- 8.15. **Damage** - To notify the Landlord of any damage or destruction to the Premises as soon as possible but at the latest within 48 hours of the event.
- 8.16. **Indemnify the Landlord** - to indemnify and keep indemnified the Landlord from and against all actions proceedings claims demands losses costs expenses damages and liability in respect of any injury to any person or damage to any property by reason of or arising directly or indirectly out of the non-compliance by the Tenant with the Tenant's covenants or other obligations contained in this Lease
- 8.17. **Entry by Landlord** - To allow the Landlord and all persons authorised by the Landlord to enter the Premises at any time upon reasonable prior notice during normal business hours for the purpose of:
- 8.17.1. ascertaining whether the terms of this Lease have been complied with
- 8.17.2. carrying out the Landlord's Services
- 8.17.3. carrying out any repairs remove and make good any unauthorised alterations or execute any works which the Tenant has failed to carry out pursuant to its obligations under this Lease
- 8.18. **Yield Up** – At the expiration or earlier determination of the Term:

- 8.18.1. to peaceably to yield up the Premises free of third party rights in such state of repair and condition as shall be in accordance with the terms of this Lease
- 8.18.2. to give up all keys to the Premises to the Landlord
- 8.18.3. to remove from the Premises and Estate his goods fixtures and fittings including signs and make good all damage caused to the Premises by their removal. In the event that the Tenant fails to remove all such items prior to vacating the Premises the Landlord further reserves the right to dispose of those items in whatsoever way as the Landlord shall see fit
- 8.19. **Loading/Unloading** – Not to load or unload or block the Common Parts access ways or areas
- 8.20. **Release of the Landlord** –upon the written request of the Landlord to release the Landlord from any further liability under this contract in the event of a sale or disposal of their interest in the Estate
- 8.21. **Site Usage** – To comply with site security out of normal business hours and otherwise to comply with such reasonable rules as the Landlord may make from time to time governing the management use and occupation of the Estate
- 8.22. **EPC** – to co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Estate including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate. The Tenant will allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property or the Building

9. Forfeiture

- 9.1. If:
 - 9.1.1. the Rent, the additional rents or any other sums payable under this Lease is outstanding for ten days after becoming due whether formally demanded or not; or
 - 9.1.2. if any of the obligations on the part of the Tenant shall not be observed and performed; or
 - 9.1.3. where the Tenant is an individual:
 - 9.1.3.1. *any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;*
 - 9.1.3.2. *a bankruptcy order is made against the Tenant*
 - 9.1.4. where the Tenant is a company:
 - 9.1.4.1. *any step is taken in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;*
 - 9.1.4.2. *an administration order is made in relation to the Tenant;*
 - 9.1.4.3. *the appointment of an administrator;*
 - 9.1.4.4. *a receiver or manager is appointed in relation to any property or income of the Tenant;*
 - 9.1.4.5. *a liquidator is appointed in respect of the Tenant;*

- 9.1.4.6. *a voluntary winding-up of the Tenant is commenced, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;*
- 9.1.4.7. *the Tenant is struck-off from the Register of Companies;*
- 9.1.4.8. *the Tenant ceases to exist or carry on its business at the Premises*

then and in any such case the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to either party against the other in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

10. Security Deposit

10.1. In this Clause 10:

10.1.1. "Default" means any failure by the Tenant to:

- 10.1.1.1. pay the whole or any part of the rents, interest, outgoings and any other sums due to, or recoverable by, the Landlord under this Lease, whether or not reserved by way of rent and whether formally demanded or not or pay any sums due to a third party in respect of services provided to the Tenant at the Premises (including but not limited to telephone and internet and other information technology services);
- 10.1.1.2. observe and perform any tenant covenants and conditions contained or referred to in this Lease;

10.1.2. "Expenses" means all losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of this Lease

- 10.2. Subject to clearance of funds the Tenant has paid the Security Deposit set out in the Lease Summary Sheet to the Landlord.
- 10.3. The Landlord will repay the Security Deposit to the Tenant once the Tenant has vacated the Premises at the end of the Term (howsoever it may end) but less deductions properly made by the Landlord to cover any unpaid rent and the actual or anticipated cost of remedying any Default
- 10.4. Following any Default, the Landlord shall be entitled to withdraw from the Security Deposit such proportion of the Security Deposit as may be reasonably necessary to make good any such Default
- 10.5. If this Lease is forfeited, surrendered or otherwise terminated early or the liability of the Tenant under this Lease is disclaimed, then as compensation for the Expenses, the Landlord shall be entitled to withdraw from the Security Deposit such sums as may be reasonably necessary to satisfy the all losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of this Lease
- 10.6. Within ten Working Days after the date of every occasion upon which the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Security Deposit the Tenant shall pay to the Landlord such sum or sums as shall be necessary to ensure that the Security Deposit is equal to the amount specified in the Lease Summary Sheet

- 10.7. The Tenant warrants that the Security Deposit is free from any charge or encumbrance and with full title guarantee charges to the Landlord the amount for the time being constituting the Security Deposit as security for the performance of the Tenant's obligations under this Lease and the cost of enforcing those obligations
11. No Agreement for Lease
- 11.1. It is certified that there is no agreement for lease to which this Lease gives effect
12. Fixed Increases in the Rent – *this provision only applies if the Lease Summary Sheet confirms that the Rent is to be subject to review otherwise this provision is to be ignored*
- 12.1. On every anniversary of the Term Commencement Date the Rent specified in the Lease Summary Sheet will be increased by the Relevant Percentage (as specified in the Lease Summary Sheet).
- 12.2. The first increase will take place on the first anniversary of the Term Commencement Date and thereafter on each subsequent anniversary of the Term Commencement Date
- 12.3. The Landlord shall as soon as practicable after each anniversary of the Term Commencement Date give notice to the Tenant of the increased Rent that is due
13. Tenant's Break Option – *this provision only applies if the Lease Summary Sheet confirms that this Lease is intended to have a Tenant's break right otherwise this provision is to be ignored*
- 13.1. The Tenant may determine this Lease on the Tenant's Break Date by serving not less than the Tenant's Notice Period prior written notice on the Landlord subject to:-
- 13.1.1. the Tenant having paid the Rent and all sums due and demanded under this Lease up to the Tenant's Break Date;
- 13.1.2. the Tenant paying to the Landlord at least 7 days prior to the Tenant's Break Date the Break Payment (if any) specified in the Lease Summary Sheet);
- 13.1.3. the Tenant yielding up the Premises with vacant possession and complying with the covenants in this Lease;
- 13.1.4. following which this Lease shall terminate upon the Tenant's Break Date but without prejudice to any claim either party may have in respect of a prior breach of any lease covenant
14. Landlord's Break Option – *this provision only applies if the Lease Summary Sheet confirms that this Lease is intended to have a Landlord's break right otherwise this provision is to be ignored*
- 14.1. The Landlord may determine this Lease on the Landlord's Break Date subject to the service of not less than the Landlord's Notice Period prior written notice upon the Tenant. The term will terminate on the date of expiry of the Landlord's notice but without prejudice to any rights of action which either party may have for breach of any prior breach of any lease covenant
15. Guarantor – *this provision only applies if details of a Guarantor are provided in the Lease Summary Sheet otherwise this provision is to be ignored*
- 15.1. The Guarantor guarantees to the Landlord that the Tenant shall pay the rents reserved by this Lease and observe and perform the tenant covenants of this Lease and that if the Tenant fails to pay any of those rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them
- 15.2. The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 15.1 to indemnify and keep indemnified the Landlord against any failure by the Tenant to pay any of the rents reserved by this Lease or any failure to observe or perform any of the tenant covenants of this Lease

- 15.3. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 15.3.1. any time or indulgence granted by the Landlord to the Tenant; or
 - 15.3.2. any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this Lease or in making any demand in respect of any of them; or
 - 15.3.3. any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property; or
 - 15.3.4. the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this Lease or to observe or perform the tenant covenants of this Lease; or
 - 15.3.5. the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the rents reserved by this Lease or observe and perform the tenant covenants of the lease including the release of any such security; or
 - 15.3.6. any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease or any unenforceability of any of them against the Tenant; or
 - 15.3.7. the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs; or
 - 15.3.8. without prejudice to Clause 15.4, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease; or
 - 15.3.9. the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - 15.3.10. by any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 15.4. If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor shall enter into a new lease of the Property on the terms set out in this Lease for the remainder of the Term had there been no forfeiture or disclaimer

This Lease is governed by English law

This Lease has been executed and delivered as a deed on the date written above

Landlord signs here

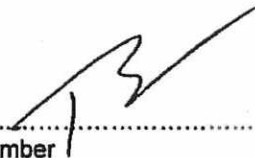
EXECUTED as a DEED by FLEXSPACE NO 2
LLP by a member in the presence of:

.....
Witness Signature

.....
Witness Name

.....
Address

Julie Woods
19 Bellflower Drive
Yaxley
Peterborough PE7 3GZ
.....

Member 

Thomas Richard Tyler

Culley Court
Peterborough, PE2 6WA

(Additional signature blocks to be included if there is more than one Tenant)

Tenant signs here where it is a company
Signed as a deed (but not delivered until dated)

By the Tenant
(acting by two directors or a director
and secretary or authorised signatory)

WITNESS: LEON MITCHELL
52 BERESFORD AVE, HAWWELL
W73AL


.....
Director

.....
Secretary/Director

Guarantor signs here where it is a company
Signed as a deed (but not delivered until dated)

By the Guarantor
(acting by two directors or a director
and secretary or authorised signatory)

.....
Director

Secretary/Director

Tenant/Guarantor signs here where it is an individual

SIGNED as a DEED by
[] (insert Tenant's name)
in the presence of:

Witness' Signature:
Witness' Name:
Witness' Address:

SIGNED as a DEED by
[] (insert Guarantor's name)
in the presence of:

Witness' Signature:
Witness' Name:
Witness' Address: