

DATED 2018

**HADHAM INDUSTRIAL ESTATES LTD**

-and-

.....

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**L E A S E**

of

Unit [ .... ], Hadham Industrial Estate,

Little Hadham,

Hertfordshire

SG11 2DY

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**THIS LEASE** is dated the ..... day of ..... 2018

And made between:

1. **HADHAM INDUSTRIAL ESTATES LTD**, Unit 4a, Hadham Ind. Estate, Little Hadham, Herts SG11 2DY  
(“the **Landlord**”)  
and
2. ....  
whose registered office is at .....  
Company Reg No ..... (“the **Tenant**”)

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**1. Interpretation and definitions**

- 1.1** Any party who executes this Lease is an Original Party.
- 1.2** Whichever party is or becomes the Landlord or the Tenant under this Lease shall be bound by its covenants and conditions in relation to the Property and for the Term (as below defined) and in the manner prescribed by the Landlord and Tenant (Covenants) Act 1995.
- 1.3** The covenants contained in any agreement or letter made between the Original Parties which is ancillary to this Lease, other than covenants restricting the use of the Property, shall be deemed to be personal covenants only.
- 1.4** Where any party comprises more than one person or corporate body its obligations can be enforced against all or both of them jointly and against each individually.
- 1.5** Where any party comprises more than one person or corporate body its rights can only be exercised jointly.
- 1.6** A negative or restrictive covenant includes an obligation to ensure that any third party under the covenantor's actual or legal control observes such covenant.
- 1.7** The covenants and conditions are not intended to confer any benefit on any person or corporate body who is not or does not become a party to this Lease.
- 1.8** Any reference to an Act of Parliament includes a reference to that Act as amended or re-enacted from time to time and to any subordinate legislation, bye-law, rule, licence or registration made there under.
- 1.9** "Public Requirement" means a requirement made by any Act of Parliament, government department, local authority, lawful authority or competent court.
- 1.10** Section 196 of The Law of Property Act 1925 applies to the service of any notice given pursuant to this Lease.
- 1.11** "The Landlord's Surveyor" is any professionally qualified person or firm asked by the Landlord to perform (in compliance with the requirements of such profession) a function the Landlord may delegate pursuant to this Lease.
- 1.12** "An Independent Expert/Arbitrator" is a surveyor of appropriate experience nominated (in the absence of agreement between Landlord and Tenant) by the President of the Royal Institution of Chartered Surveyors on the application of the first party entitled to apply.

- 1.13** “The Interest Rate” means the Law Society Interest Rate from time to time or such equivalent rate as the Landlord may reasonably decide should such rate be unavailable for calculation.
- 1.14** “Structure” and “structural” refers to the foundations, load bearing walls, exterior surfaces, joists, floor slabs, beams, columns and roof (but not other parts) of the building which is or includes the Property.
- 1.15** “the Plan” means the plan attached to this Lease.
- 1.16** "Forecourt" means the forecourt area immediately to the south of the unit.
- 1.17** “VAT” means value added tax as defined in the Value Added Tax Act 1994 and/or any tax of a similar nature substituted for or levied in addition to such value added tax.

## **2 Property**

- 2.1** The property demised by this Lease the extent of which is shown edged red on the Plan comprises and is known as [ **Unit .....** ] Hadham Industrial Estate, Little Hadham, Hertfordshire SG11 2DY and the Property:
- 2.1.1** excludes the Structure of the Property and anything above the surfaces of the ceilings and below the surfaces of the floors of the Property
- 2.1.2** includes the doors and windows and the internal surfaces of the walls floors and ceilings of the Property
- 2.1.3** includes any Landlord’s fixture fitting or equipment within the Property
- 2.2** The Property has the benefit of the following easements shared with others authorised by the Landlord (where the Landlord has the benefit of such easements over any neighbouring land or is able to grant the same over his own land): -
- 2.2.1** pedestrian and/or vehicular access to and egress from the Property (but not to include here a right to park other than in the allocated parking spaces or except in emergency to stop) at all times and for all purposes connected with the use of the Property herein permitted from the public-highway
- 2.2.2** support and shelter (where previously enjoyed by the Property)

- 2.2.3** to make use of any service wire pipe cable optic fibre conduit or drain (“Service Media”) connected to the Property at the date of this Lease as well as any replacement or new Service Media installed for the use of the Property during the Term
- 2.2.4** to enter upon any neighbouring land (where necessary) upon giving the Landlord reasonable notice to undertake the Tenant’s obligations in this Lease
- 2.2.5** the right to park [ ...] customer’s motor vehicles on the forecourt and a further [ ....] motor vehicles in the overflow car park shown edged blue on the Plan
- 2.3** The Property is subject to the following exceptions and reservations in favour of the Landlord and others authorised by the Landlord: -
- 2.3.1** of access to and egress from any neighbouring land over the parts of the Property designed or designated to afford such access or egress
- 2.3.2** to make use of any Service Media passing through the Property at the date of this Lease as well as any replacement or new Service Media installed within the Property during the Term
- 2.3.3** to enter upon the Property or any part thereof for any purpose provided for by this Lease and upon the terms set out in the Access clause below
- 2.3.4** to build or alter or carry out works to the remainder of any neighbouring land even though the use of the Property may be temporarily diminished or obstructed or the flow of light or air to it may be reduced but without materially affecting the benefit to the Tenant of the amenity of the Property

### **3. Term**

- 3.1** The Landlord demises to the Tenant the Property for a term of [ .... ] Years (“the Term”) commencing on the date of this lease subject to determination as provided in this Lease
- 3.2** The termination of this Lease for whatever reason shall not affect the liability of the Landlord the Tenant or any Guarantor for any antecedent breach of any covenant or condition herein contained.
- 3.3** The Term shall be deemed to include any period of continuation or holding over by the Tenant after the expiry of the Term

#### **4. Rent**

The Tenant covenants to pay the Landlord (or whoever the Landlord directs) as rent without deduction or set off: -

- 4.1** During the Term the Annual Rent of [ £ ..... (.....)] per year in all cases plus VAT thereon such rents ("the Rent") to be paid (if required by the Landlord by direct debit or standing order) by equal instalments in advance on the first day of each quarter. The first payment of Rent shall be made on the date of this Lease and shall be a full quarter's rent. The second payment will be apportioned from the date of occupation to the quarter day.
- 4.2** The Service Charge is payable in accordance with clause 7, the first payment to be made on the date of commencement of the Term and subsequent payments to be made on the anniversaries of the commencement date.
- 4.3** The amount of every premium which the Landlord pays to insure the Property (and the amount of any excess paid under such policy) under this Lease, such amount to be paid within 14 days after demand by the Landlord
- 4.4** Interest at the Interest Rate on any rent or payments due from the Tenant to the Landlord under this Lease and more than 14 days overdue to be calculated from the due date for payment
- 4.5** All reasonable costs and expenses which the Landlord incurs in: -
- 4.5.1** carrying out works to the Property arising from any failure of the Tenant to comply with any of its covenants herein
- 4.5.2** dealing with any application by the Tenant for consent or approval whether or not it is given (including the costs of any superior landlord or third party)
- 4.5.3** preparing and serving a notice of the 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
- 4.6** Any VAT which may be payable in respect of the Rent or any other payment which the Tenant is liable to pay to the Landlord under this Lease to the intent that the Rent and any such other payment are treated as being exclusive of all such tax which is accordingly payable in addition and at the same time as the Rent or other payment to which it relates.

- 4.7** VAT on any payment made by the Landlord to a third party where the Tenant is liable to indemnify the Landlord for such payment (unless the Landlord is able to effect full recovery of such VAT in which event the Landlord shall itself render a VAT invoice to the Tenant).

**5. Public Requirements**

The Tenant covenants:

- 5.1** to pay and indemnify the Landlord in respect of: -
- 5.1.1** periodic rates taxes and outgoings (or a fair proportion thereof calculated by the Landlord or the Landlord's Surveyor if the Property is not separately assessed) relating to the use and occupation of the Property including any of a novel nature introduced after the date of this Lease
- 5.1.2** charges for gas electricity water drainage and other utilities provided to the Property
- 5.2** to carry out any work to the Property to comply with any Public Requirement except where the Landlord has covenanted under this Lease to carry out such work
- 5.3** to obtain renew and continue any licence or registration which is required for the Tenant's use of the Property
- 5.4** not to apply for planning permission nor enter into any contract or licence giving rise to any Public Requirement relating to the Property unless the Landlord has granted written consent in advance (such consent not to be unreasonably withheld)
- 5.5** to complete without delay any works required so as to comply with the conditions of any such permission contract or licence

**6. Repairs and Alterations**

The Tenant covenants:

- 6.1** to put and keep the Property in good repair and to renew or rebuild but only where necessary in order to maintain such state of repair but the Tenant is not obliged to make good: -
- 6.1.1** damage caused by an insured risk (as below defined) except where the Tenant insures jointly with the Landlord or to the extent that the insurance monies have not been paid because of any act or default of the Tenant or the servants agents licensees or invitees of the Tenant

- 6.2** to notify the Landlord forthwith of any defect in the Property of which the Tenant becomes aware
- 6.3** to decorate (in the colour and to the previous standard) the interior of the office, kitchen, reception and WC of the in last three months of the Term
- 6.4** to commence any work for which the Tenant is liable under this Lease within three months (or immediately in case of emergency) proceed expeditiously with the work and in default to permit the Landlord to do the work and to indemnify the Landlord for the cost thereof
- 6.5** not to make any structural alterations or additions to the Property or alter the external appearance of the Property (apart from the Tenant's Works) except where the Tenant is obliged to carry out work arising from any Public Requirement
- 6.6** not to make any other alterations to the Property (apart from the Tenant's Works) without the written consent of the Landlord (such consent not to be unreasonably withheld) and the Landlord shall be entitled to require that detailed plans and specifications be supplied for its approval. If the Landlord gives consent the Tenant shall carry out such alterations at its expense subject to the following conditions: -
- 6.6.1** the alterations shall be made without delay, with proper materials and in a workmanlike manner to the Landlord's reasonable satisfaction
- 6.6.2** no nuisance annoyance or damage shall be caused to the Landlord or owners or occupiers of any neighbouring property and any loss or damage shall be made good
- 6.6.3** the requirements of the Landlord's insurance policy shall be met
- 6.6.4** the Tenant shall obtain and comply with all statutory requirements relevant to the alterations
- 6.7** on termination of this Lease for whatever reason to: -
- 6.7.1** return the Property to the Landlord in the state and condition which this Lease requires the Tenant to keep it
- 6.7.2** remove any Tenant's fixtures from the Property making good any damage so caused
- 6.7.3** remove all Tenant's possessions from the Property and leave the same vacant



**6.7.4** restore the Property to the condition in which it would have been if any alterations made by the Tenant under this had not been carried out (but only if the Landlord so requires in writing)

**6.7.5** provided that the tenant shall not be required to remove the Tenant's Works.

## **7. Service Charge**

**7.1** The Service Charge payable by the Tenant pursuant to this clause 7 shall be [ £.....] +VAT per year payable on the anniversaries of the date of commencement of the Term

## **8. User**

**8.1** The Tenant shall use the Property for no other purpose than as offices, storage, light industrial and distribution, (the "Permitted User") within the meaning of Class B8 and Class B1 of the Town and Country Planning (Use Classes) Order 1987. This meaning to encompass an ancillary amount of collected sales.

**8.2** The Tenant is permitted to place a sign on the Property indicating the Tenant's name and business subject to obtaining the Landlord's written consent to the nature and affixing thereof (such consent not to be unreasonably withheld or delayed).

**8.3** The Tenant covenants: -

**8.3.1** not to do anything which might invalidate the Landlord's insurance policy or which might increase the premium

**8.3.2** not to cause nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

**8.3.3** not to display any advertisement on the outside of the Property or which is visible from outside the Property unless the Landlord consents in writing

**8.3.4** not to create noise outside the property

**8.3.5** not to overload or cause damage to any part of the Property or the service media supplying the Property

**8.3.6** to notify the Landlord if occupation of the Property ceases temporarily or permanently.

**9. Access**

- 9.1** The Tenant shall permit the Landlord (or anyone authorised by him in writing) to enter the Property either on three days written notice during normal business hours or in emergency at any time to do any of the following: -
- 9.1.1** inspect the condition of the Property or its user
- 9.1.2** carry out works to the Property which the Landlord is permitted to do under this Lease
- 9.1.3** carry out works which the Landlord is required to carry out under any superior lease
- 9.1.4** comply with any Public Requirement (whether imposed on the Landlord or the Tenant)
- 9.1.5** view the Property with a prospective buyer tenant or mortgagee
- 9.1.6** value the Property
- 9.1.7** install repair alter or carry out works to any service media serving the Property or other neighbouring land
- 9.1.8** build upon repair alter or carry out works to the Property or other neighbouring land
- 9.2** The Tenant covenants to give the Landlord a copy of any notice concerning the Property as soon as he receives it.
- 9.3** The Landlord is permitted during the last six months of the Term to fix a notice in a reasonable position on the outside of the Property announcing that it is for sale or to let.
- 9.4** In exercising the right of entry under this clause the Landlord shall cause the minimum inconvenience to the Tenant as is reasonably practicable, promptly carry out any such works and make good all damage caused to the Property but shall not be liable to otherwise compensate the Tenant or the Tenant's business unless the Landlord is also in breach of some other covenant or condition of this Lease.

**10. Alienation**

**10.1** The Tenant covenants: -

**10.1.1** not to share the occupation or use of, charge, hold on trust for another, part with possession, sub-let, assign or otherwise alienate the Property or any part thereof except as may be permitted below

**10.1.2** not to assign or sublet part of the Property nor charge the whole or part of the Property

**10.1.3** not to assign the whole of the Property nor sub-let the whole of the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld

**10.1.4** not to share the occupation or use of the Property except with a company within the same group as defined by section 42 of the Landlord and Tenant Act 1954 (a "Group Company") provided such company obtains no separate legal estate or interest in the Property

**10.1.5** to procure that any permitted sublease is granted: -

**10.1.5.1** without any fine or premium

**10.1.5.2** at a rent equal to the open market rent of the Property (approved by the Landlord prior to any such sublease) or the contractual rent then being paid under this Lease whichever shall be the greater

**10.1.5.3** in a form approved by the Landlord (such approval not to be unreasonably withheld) prior to any such sublease

**10.1.5.4** subject to a valid agreement between the Tenant and the under tenant that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded from applying to the tenancy created by such sublease

**10.1.6** to enforce the performance and observance of any such sublease and not either expressly or by implication to waive any breach of the covenants or conditions on the part of any sublessee nor (without the Landlord's written consent which shall not to be unreasonably withheld) to vary the terms of or accept a surrender of any such sublease

**10.1.7** within 28 days after the Property is assigned or sub-let to notify the Landlord's solicitors in writing and to supply a copy of the relevant instrument of disposition and to pay the Landlord's solicitor's reasonable fee for registering the same

**10.2** The Landlord shall be entitled (for the purposes of section 19(1A) of the Landlord and Tenant Act 1927)

- 10.2.1** to withhold its consent in any of the following circumstances:
- 10.2.1.1** the assignee is a Group Company
- 10.2.1.2** in the Landlord's reasonable opinion, the assignee and any proposed guarantor are not together of sufficient financial standing to enable them to comply with the tenant's covenants in this Lease
- 10.2.1.3** in the Landlord's reasonable opinion, the value of the Landlord's interest in the Property would be diminished or otherwise adversely affected by the assignment
- 10.2.1.4** the assignee's net profits before tax (as shown by its last annual accounts audited by an independent chartered accountant) do not exceed three times the Rent
- 10.2.1.5** the assignee is not resident in the United Kingdom
- 10.2.2** to impose any one or more of the following as a condition of its consent: -
- 10.2.2.1** the execution and delivery to the landlord prior to the assignment of an authorised guarantee agreement ("AGA") (as defined in s.16 of the Landlord and Tenant (Covenants) Act 1995) whereby the Tenant covenants that the assignee will observe and perform the covenants and conditions of this Lease during the Term or (if earlier) until the assignee is released from liability by the said Act, the AGA being subject to the conditions set out in the Guarantee clause below
- 10.2.2.2** the payment of all rent due under this Lease
- 10.2.2.3** the obtaining of any requisite consent of any superior landlord or charge
- 10.2.2.4** the execution by the ultimate parent company (where the assignee is a Group Company) of a guarantee subject to the conditions set out in the Guarantee clause below
- 10.2.2.5** the payment of a deposit of such sum as the Landlord reasonably determines to be held

## **11. Quiet Enjoyment**

The Landlord covenants: -

- 11.1** while the Tenant complies with the terms of this Lease that the Landlord will 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
- 11.2** that there is at the date of this Lease (or was prior to the actual commencement of the use of the Property by the Tenant) no continuing breach by the Landlord of any Public Requirement relating to the Property
- 11.3** not to allow any breach of a Public Requirement in relation to any matter for which the Landlord is liable under this Lease which would adversely affect the Tenant or the Property.
- 11.4** To carry out the building works as discussed and agreed prior to occupation.

## **12. Insurance and Maintenance**

**12.1** The Landlord covenants: -

- 12.1.1** to keep the Forecourt and the Property insured with reputable insurers to cover
  - 12.1.1.1** the full reinstatement cost, site clearance, professional fees, VAT and one years' loss of rent
  - 12.1.1.2** fire, lightning, explosion, earthquake, landslide, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, escape of water, theft, impact by vehicles, damage by malicious persons and vandals, acts of terrorism, public liability
  - 12.1.1.3** 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 ("the Insured Risks").
- 12.1.2** to give the Tenant at his request once a year particular of the policy and evidence from the insurers that it is in force.
- 12.1.3** to take all necessary steps to reinstate and rebuild as soon as possible damage or destruction caused by the Insured Risks (whether or not the damage is fully insured) except that the Landlord shall not be obliged to reinstate and rebuild to the extent that the insurance money is not paid because of the

act or default of the Tenant or its servants agents licensees or invitees or if it is not possible for the Landlord to obtain the necessary consents to reinstate and rebuild

**12.2** If as a result of damage or destruction the Property, or any part of it, cannot be used for the use herein permitted: -

**12.2.1** the Rent or a fair proportion of it (and any rent-free period) is to be suspended until the damage or destruction is fully made good unless the damage or destruction is caused by the act or default of the Tenant or its servants agents licensees or invitees

**12.2.2** if it has not been fully made good within two years from the date of the damage, the Landlord or the Tenant may end this Lease by giving notice to the other to that effect in which case: -

**12.2.2.1** the insurance money shall belong to the Landlord absolutely and

**12.2.2.2** the Landlord's obligation to reinstate and rebuild shall cease

**12.3** The Landlord covenants to maintain the structural parts of the Property.

### **13. Landlord's Services**

Subject to the Tenant paying the Service Charge the Landlord covenants: -

**13.1** in respect of the Forecourt to: -

**13.1.1** put and keep the Forecourt in good repair and to renew and rebuild but only where necessary to maintain such state of repair

**13.1.2** pay all periodic rates taxes and outgoings and to comply with any Public Requirements

**13.1.3** pay all charges for gas electricity water drainage and other utilities provided

**13.1.4** at all times provide pest control services cleaning lighting security and to maintain all fixtures fittings plant equipment and services therein in good and safe condition

but the Landlord is not liable for failure or delay caused by industrial disputes shortage of supplies adverse weather conditions or other causes beyond the control of the Landlord causing temporary interruption in the provision of the Landlord's Services.

#### **14. Forfeiture**

This Lease shall terminate if the Landlord forfeits it by entering any part of the Property which the Landlord may do in any of the following circumstances: -

- 14.1** payment of any rent is 28 days overdue even if it was not formally demanded
- 14.2** the Tenant has not complied with any covenant or condition in this Lease
- 14.3** the Tenant if an individual (and if more than one any of them) has had presented against him a bankruptcy petition, is adjudicated bankrupt, is the subject of a voluntary arrangement for insolvency, has entered into any arrangement or composition with creditors, allowed distress or execution to be levied on his goods or has had an interim receiver of his property appointed
- 14.4** the Tenant if a company (and if more than one any of them) has gone into liquidation whether compulsory or voluntary (unless solely for the purpose of amalgamation or reconstruction when solvent), has had a receiver, administrative receiver, provisional liquidator or administrator appointed, has had presented against it a petition for an administration order, has had an administration order made in respect of it, has made a proposal for a voluntary arrangement for insolvency or a compromise or arrangement with creditors or has been removed from a register of companies.

#### **15. Guarantee**

- 15.1** Any Guarantor who is an Original Party covenants with the Landlord that (in consideration of the grant of this Lease) the party who has executed this Lease as Tenant will observe and perform the Tenant's covenants and the conditions of this Lease while the Term is vested in such Tenant and (provided it is lawful under the Landlord & Tenant (Covenants) Act 1995 that the Guarantor can so covenant) subsequently while such Tenant is liable under any AGA.
- 15.2** Any Guarantor who subsequently becomes a party to this Lease covenants with the Landlord that (in consideration of the assignment of this Lease) the party to whom the Term is assigned ("the Assignee") will observe and perform the Tenant's covenants and the conditions of this Lease while the Term is vested in the Assignee and (provided that it is lawful under the Landlord & Tenant (Covenants) Act 1995 that the Guarantor can so covenant) subsequently while the Assignee is liable under any AGA.

- 15.3** Any Guarantor under this Lease also covenants to indemnify the Landlord for any loss and expense incurred as a result of the appropriate guaranteed party failing to observe and perform such covenants and the conditions during the appropriate period.
- 15.4** Any Guarantor shall be treated as a principal debtor and accordingly the Guarantor's liability will not be discharged by any of the following: -
- 15.4.1** forbearance or indulgence shown or time given by the Landlord to the appropriate guaranteed party
- 15.4.2** refusal on the Landlord's part to accept rent
- 15.4.3** variation of this Lease to which the Guarantor agrees
- 15.4.4** surrender by the Tenant of part or parts of the Property to the Landlord
- 15.4.5** rent review (whether or not the Guarantor agrees thereto)
- 15.4.6** consent granted by the Landlord (where the Landlord cannot unreasonably withhold such consent)
- 15.4.7** variation permitted by law
- 15.5** In the event of this Lease being disclaimed or if the Tenant otherwise ceases to exist, the Landlord shall be entitled to give notice requiring any Guarantor then remaining liable to accept a new lease on the same terms as this Lease at that time and for a term equal to the unexpired Term, such new Lease to take effect within 28 days of such notice.

**16. Rent Deposit**

- 16.1** On the date of this Lease the tenant will deposit the sum of [ £..... (.....) ] with the Landlord which the Landlord shall hold on trust for the Tenant, and shall repay to the Tenant within two months following the end of the Term after deducting any sum then due in respect of Rent or other payments due from the Tenant under this Lease, damage to the Property or otherwise in compensation for any breach by the Tenant of any of the provisions of this Lease and the Tenant charges the sum so deposited as security for money payable to the Landlord in the event of default



**17. Health, Safety and Fire**

- 17.1** The tenant is responsible for the health and safety within the unit occupied, including but not limited to: -
- 17.1.1** Risk assessment, fire risk assessment, safe working practise, provision of correct fire extinguishers, provision of fire drill and training for the event of a fire.
- 17.1.2** Providing a current fire risk assessment to the landlord on occupation and as regularly as it is updated.
- 17.1.3** Knowing and adhering to the site safety requirements.
- 17.1.4** Ensuring all staff are aware of the location of the fire assembly points.
- 17.2** The tenant undertakes to ensure that all staff employed by the tenant or working under the direction of the tenant, all contractors, drivers and sub-contractors carry out their employment in a safe manner at all times.
- 17.3** The tenant undertakes to ensure all personnel visiting the unit will abide by the site speed limits at all times.
- 17.4** The tenant indemnifies the landlord against any and all liabilities of the workplace connected with the operation of the tenant's business or the employment of the tenant's staff.
- 17.5** The landlord will have no liability or responsibility to or for any personnel employed within or visiting any unit.

**IN WITNESS** whereof this Lease has been executed as a deed on the day and year first before written

**SIGNED** as a deed by

**HADHAM INDUSTRIAL ESTATES LTD**

.....

Acting as a Director in the presence of:

Witness's signature.....

Witness's name (Print).....

Witness's address.....

.....

**SIGNED** as a deed by

.....

.....

Acting as a Director in the presence of:

Witness's signature.....

Witness's name (Print).....

Witness's address.....

.....