

DATED 11 May 2023

(1) JONATHAN DAVID MILLS AND WESTERBY TRUSTEE SERVICES LIMITED AS TRUSTEES OF THE WESTERBY PRIVATE PENSION – J D MILLS AND ANDREW WHITTINGHAM AND WESTERBY TRUSTEE SERVICES LIMITED AS TRUSTEES OF THE WESTERBY PRIVATE PENSION – A WHITTINGHAM

(2) LINNAEUS VETERINARY LIMITED

LEASE

**relating to rooms F10, F11, F12 and F4 at Errisberg
House Barton-Under-Needwood Burton-on-Trent
Staffordshire DE13 8EB**



Pinsent Masons

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PRESCRIBED CLAUSES

LR1. Date of lease

..... 11 May2023

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SF311799

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

JONATHAN DAVID MILLS and WESTERBY TRUSTEE SERVICES LIMITED as Trustees of the Westerby Private Pension – J D Mills care of Westerby Trustee Services Limited, The Crescent, King Street, Leicester LE1 6RX and

ANDREW WHITTINGHAM and WESTERBY TRUSTEE SERVICES LIMITED as Trustees of the Westerby Private Pension – A Whittingham care of Westerby Trustee Services Limited, The Crescent, King Street, Leicester LE1 6RX

Tenant

LINNAEUS VETERINARY LIMITED (Company Registration Number 10790375) whose registered office is situated at Friars Gate, 1011 Stratford Road, Shirley, West Midlands, United Kingdom, B90 4BN

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.

The property described as the "Premises" in Clause 1 of this Lease. This Lease contains a provision relating to the creation or passing of easements – see clause 5.2.

LR5. Prescribed statements etc

None.

LR6. Term for which the Property is leased

The term as specified in Clause 2.1.1 of this Lease.

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

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

As specified in this Lease at Part 1 of Schedule 1.

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

As specified in this Lease at Part 2 of Schedule 1.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None.

THIS LEASE is made on the date specified in the Clause LR1

BETWEEN:-

- (1) the Landlord named in Clause LR3 and any other person who becomes the immediate landlord of the Tenant (the "**Landlord**"); and
- (2) the Tenant named in Clause LR3 and its successors in title (the "**Tenant**").

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Lease:-

" 1925 Act "	means the Law of Property Act 1925
" 1954 Act "	means the Landlord and Tenant Act 1954
" 1986 Act "	means the Insolvency Act 1986
" 1994 Act "	means the Law of Property (Miscellaneous Provisions) Act 1994
" Act "	means any act of Parliament and any delegated law made under it
" AGA "	means an authorised guarantee agreement (as defined in section 16 of the Landlord and Tenant (Covenants) Act 1995)
" Break Date "	means the expiry of the fifth anniversary of the Term Start Date and every fifth anniversary of that date as specified in the Tenant's notice given under Clause 6.1
" Building "	means Errisberg House, Ryknild Street, Barton under Needwood, DE13 8EB shown edged red on Plan 2
" Business Day "	means any day other than a Saturday, Sunday or a bank or public holiday in England and Wales
" Common Parts "	means those parts of the Building other than the Premises and the other office suites at the Building, including the roads edged red on Plan 3
" company "	means includes:- <ol style="list-style-type: none">(a) any UK registered company (as defined in section 1158 of the Companies Act 2006)(b) to the extent applicable, any overseas company as defined in section 1044 of the Companies Act 2006(c) any unregistered company (to include any association) and(d) any "company or legal person" in relation to which insolvency proceedings may be opened pursuant to Article 3 of the EC Regulation on Insolvency Proceedings 2000
" Conducting Media "	means any media for the transmission of Supplies

"Current Guarantor"	means someone who, immediately before a proposed assignment, is either a guarantor of the Tenant's obligations under this Lease or a guarantor of the obligations given by a former tenant of this Lease under an AGA
"Electronic Communications Apparatus"	means "electronic communications apparatus" as defined in section 151 of the Communications Act 2003
"End Date"	means the last day of the Term (however it arises)
"Environmental Performance"	means all or any of the following:- <ul style="list-style-type: none"> (a) the consumption of energy and associated generation of greenhouse gas emissions (b) the consumption of water (c) waste generation and management and (d) any other environmental impact arising from the use or operation of the Premises
"EPC"	means an Energy Performance Certificate and Recommendation Report (as defined in the Energy Performance of Buildings (England and Wales) Regulations 2012)
"Group Company"	means in relation to any company, any other company within the same group of companies as that company within the meaning of section 42 of the 1954 Act
"Insurance Rent"	means the sums described in paragraph 1.1 of Schedule 3
"Insured Risks"	means the risks of fire (including subterranean fire), lightning, explosion, storm, flood, subsidence, landslip, heave, earthquake, bursting or overflowing water pipes, tanks or apparatus, impact by aircraft or other aerial devices and any articles dropped from them, impact by vehicles, terrorism, riot, civil commotion and malicious damage to the extent, in each case, that cover is generally available on normal commercial terms in the UK insurance market at the time the insurance is taken out, and other risks against which the Landlord reasonably insures from time to time, subject in all cases to any excesses, limitations and exclusions imposed by the insurers
"Interest Rate"	means three per cent above the base rate for the time being in force of Barclays Bank plc (or any other UK clearing bank specified by the Landlord)
"Lease"	means this lease, which is a "new tenancy" for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995, and any document supplemental to it
"Main Rent"	means the rent payable under Clause 2.2
"Main Structure"	means the structural and exterior parts of the Building including the foundations and roof, all exterior or load-bearing or structural walls, pillars, beams, joists, ceilings, structural floor slabs and ramps, the doors in all exterior or load-bearing or structural walls, and their frames and fittings and the windows in all exterior or load-bearing or structural walls, and their frames, fittings and sills (other than

	any parts of the Building that are part of the Premises or have been let to another tenant)
"Outgoings"	means all or any of:- <ul style="list-style-type: none"> (a) all existing and future rates, taxes, duties, charges, and financial impositions charged on the Premises except for:- <ul style="list-style-type: none"> (i) tax (other than VAT) on the Rents payable and (ii) any tax arising from the Landlord's dealing with its own interests (b) Supply Costs for the Premises (c) a fair and reasonable proportion of the Outgoings referred to in paragraphs (a) and (b) charged in respect of the Premises and any adjoining premises
"Permitted Use"	means the use of the Premises as a veterinary surgery with ancillary offices or any other use within Use Class D1 of the Town & Country Planning (Use Classes) Order 1987 which the Landlord shall approve (such approval not to be unreasonably withheld or delayed)
"Permitted Works"	means any works or installations to which the Landlord has consented or for which, under Clause 3.10, the Landlord's consent is not required
"Plan 1"	means the plan attached to this Lease marked "Plan 1"
"Plan 2"	means the plan attached to this Lease marked "Plan 2"
"Plan 3"	means the plan attached to this Lease marked "Plan 3"
"Planning Acts"	means every Act for the time being in force relating to the use, development, design, control and occupation of land and buildings
"Planning Permission"	means any permission, consent or approval given under the Planning Acts
"Premises"	means the rooms F10, F11, F12 and F4 at the premises known as Errisberg House, Burton Turn, Barton-Under-Needwood, Burton-on-Trent, Staffordshire, DE13 8EB and shown edged red on Plan 1 including:- <ul style="list-style-type: none"> (a) one half severed vertically of any walls separating the Premises from any adjoining premises (b) the floorboards (c) the interior plaster finish on the ceiling (d) the interior plasterwork and finishes of all exterior or load-bearing walls and pillars (e) the walls, pillars, doors and windows insofar as they do not form part of the Main Structure and

(f) one half of the thickness of the interior, non-structural or load-bearing walls that adjoin any other part of the Building

AND INCLUDING in both cases

(g) all Conducting Media and landlord's plant, equipment and fixtures exclusively serving the Premises

(h) all tenant's fixtures and

(i) any Permitted Works carried out to or at the Premises

"Rent Commencement Date"

means the Term Start Date

"Rent Days"

means 25 March, 24 June, 29 September and 25 December

"Rent Review Date"

means 9 October 2024 and every 5 years thereafter and references to "the Rent Review Date" mean the relevant Rent Review Date

"Rents"

means the Main Rent and the Insurance Rent any VAT payable on them and any interest payable under Clause 3.4

"Risk Period"

means the period that the Landlord in its absolute discretion decides, being a minimum of three years and a maximum of five years, starting on the date of the relevant damage or destruction

"Service Provider"

means any person providing services to the Tenant at the Premises for the purposes of the Tenant's business

"Supplies"

means water, steam, gas, air, foul and surface water drainage, electricity, oil, telephone, heating, telecommunications, internet, data communications and similar supplies or utilities

"Supply Costs"

means the costs of Supplies including procurement costs, meter rents and standing charges

"Term"

means the period of this Lease and any statutory continuation of that period under the 1954 Act

"Term End Date"

means 1 October 2039

"Term Start Date"

means 1 June 2022

"Uninsured Risk"

means any risk expressly specified in the Insured Risks definition that:-

- a) is not insured against because, at the time the insurance is taken out or renewed, insurance is not generally available in the UK market on normal commercial terms or
- b) is not, at the date of the damage or destruction, insured against by reason of a limitation or exclusion imposed by the insurers

but will not include loss or damage (or the risk of it) caused by reason of the Tenant's act or failure to act

"VAT"	means Value Added Tax or any similar tax from time to time replacing it or performing a similar function
"VAT Supply"	means a "supply" for the purpose of the Value Added Tax Act 1994
"Wireless Data Services"	means the provision of wireless data, voice or video connectivity or wireless services permitting or offering access to the internet or any wireless network, mobile network or telecommunications system that involves a wireless or mobile device

1.2 In interpreting this Lease:-

- 1.2.1 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.2.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.2.3 **"notice"** means any notice, notification or request given or made under this Lease;
- 1.2.4 any "notice" must be given or made in writing;
- 1.2.5 where this Lease requires formal notice, the notice must comply and be served in accordance with Clause 5.5;
- 1.2.6 an application for Landlord's consent under this Lease must be made by formal notice;
- 1.2.7 where appropriate, the singular includes the plural and vice versa, and one gender includes any other;
- 1.2.8 all headings are for ease of reference only and will not affect the construction or interpretation of this Lease;
- 1.2.9 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 1.2.10 an obligation to do something includes an obligation not to waive any obligation of another person to do it;
- 1.2.11 an obligation not to do something includes an obligation not to permit or allow another person to do it;
- 1.2.12 the Tenant will be liable for any breaches of its obligations in this Lease committed by:-
 - (a) any authorised occupier of the Premises or its or their respective employees, licensees or contractors; or
 - (b) any person under the control of the Tenant or acting under the express or implied authority of the Tenant;
- 1.2.13 reference to either the Landlord or the Tenant having a right of approval or consent under this Lease means a prior written approval or consent, which must not be unreasonably withheld or delayed except where this Lease specifies that either the Landlord or the Tenant has absolute discretion;
- 1.2.14 where either the Landlord or the Tenant has the right to impose regulations or to approve, decide, designate, nominate, request, require, specify, allocate or stipulate any matter or thing under this Lease, that right will be subject to a condition that it will act reasonably and

properly when exercising that right except where this Lease specifies that the it has absolute discretion;

- 1.2.15 references to the provision of plans, drawings, specifications or other documents means their provision in hard copy, electronically in PDF format or in any other easily readable format as may be appropriate having regard to the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program;
- 1.2.16 references to a Schedule are to a Schedule to this Lease and the Landlord and the Tenant must comply with their respective obligations in them;
- 1.2.17 apart from in Clause 3.5.1, where either the Tenant or the Landlord must pay any costs that the other incurs (or any proportion of them), those costs must be reasonable and proper and reasonably and properly incurred;
- 1.2.18 references to any sums being payable on demand or when demanded mean being payable when demanded in writing;
- 1.2.19 the Landlord's rights under Clause 3.9 and Part 2 of Schedule 1 may also be exercised by those authorised by the Landlord;
- 1.2.20 reference to the "**Premises**" means the whole or an individual part or parts unless inappropriate in the context used;
- 1.2.21 reference to "**adjoining premises**" means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord's ownership of those premises and include the Building);
- 1.2.22 references to an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
- 1.2.23 "**includes**", "**including**" and similar words are used without limitation or qualification to the subject matter of the relevant provision;
- 1.2.24 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Lease will be unaffected; and
- 1.2.25 if a person must take a matter into consideration that person must have reasonable regard to it but the final decision remains at that person's absolute discretion.

2. **DEMISE, TERM AND RENT**

- 2.1 The Landlord leases the Premises to the Tenant with full title guarantee:-
 - 2.1.1 for a term starting on the Term Start Date and ending on the Term End Date;
 - 2.1.2 together with the rights listed in Part 1 of Schedule 1;
 - 2.1.3 excepting and reserving to the Landlord the rights listed in Part 2 of Schedule 1;
 - 2.1.4 subject to the provisions of any documents or matters specified or referred to in 3.1;
 - 2.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises;

- 2.2 The Tenant must pay as rent:-
- 2.2.1 for the period starting on the Term Start Date and ending on the day before the first Rent Review Date £21,060 plus VAT; and
- 2.2.2 during the remainder of the Term, the rent set out in Clause 2.2.1 as increased (if at all) under Schedule 2.
- 2.3 Starting on the Term Start Date the Tenant must pay on demand the Insurance Rent as rent.
- 2.4 The Tenant must pay as rent VAT under Clause 3.3.
- 2.5 The Main Rent is payable by equal quarterly payments in advance on the Rent Days in every year. The first payment will be for the period starting on the Rent Commencement Date and ending on the last day of that quarter.
- 2.6 The Rents and all other sums payable under this Lease must be paid by the Tenant by electronic transfer from a United Kingdom bank account to the United Kingdom bank account notified by the Landlord to the Tenant.
- 2.7 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.

3. TENANT'S OBLIGATIONS

3.1 Main Rent

The Tenant must pay the Main Rent when due.

3.2 Outgoings

The Tenant must pay all Outgoings when demanded.

3.3 VAT

3.3.1 The Tenant must pay:-

- (a) VAT on any consideration in respect of a VAT Supply to the Tenant by the Landlord at the same time as the consideration is paid; and
- (b) on demand VAT (and interest, penalties and costs where these are incurred because of anything the Tenant does or fails to do) charged in respect of any VAT Supply to the Landlord in respect of the Premises where that VAT is not recoverable by the Landlord from HM Revenue & Customs.

3.3.2 The Tenant must not do anything that would result in the disapplication of any option to tax in respect of the Landlord's interest in the Premises.

3.4 Interest on Overdue Payments

The Tenant must pay interest on the Rents and on all other sums not paid on or by the due date (or, if no date is specified, not paid within five Business Days after the date of demand). Interest will be payable at the Interest Rate for the period starting on the due date (or date of demand) and ending on the date of payment.

3.5 Reimburse Costs Incurred by the Landlord

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiffs and enforcement agent's fees) and disbursements in connection with:-

- 3.5.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;
- 3.5.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent;
- 3.5.3 the preparation and service of any notice by the Landlord under Clause 3.5.4 and
- 3.5.4 the preparation and service of a Schedule of dilapidations served during or served no later than three months after the End Date.

3.6 Third Party Indemnity

- 3.6.1 The Tenant must indemnify the Landlord against all actions, claims, demands made by a third party, all costs, damages, expenses, charges and taxes payable to a third party and the Landlord's own liabilities, costs and expenses incurred in defending or settling any action, claim or demand in respect of any personal injury or death, damage to any property and any infringement of any right arising from:-
 - (a) the state and condition of the Premises or the Tenant's use of them;
 - (b) the exercise of the Tenant's rights; or
 - (c) the carrying out of any Permitted Works.
- 3.6.2 In respect of any claim covered by the indemnity in Clause 3.6.1, the Landlord must:-
 - (a) give formal notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;
 - (b) provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require, subject to the Tenant paying to the Landlord all costs incurred by the Landlord in providing that information or assistance; and
 - (c) mitigate its loss (at the Tenant's cost) where it is reasonable for the Landlord to do so.

3.7 Insurance

The Tenant must comply with its obligations in Schedule 3.

3.8 Repair and Decoration

- 3.8.1 The Tenant must:-
 - (a) keep the Premises in good repair and condition;
 - (b) keep all Conducting Media, plant, equipment or fixtures forming part of the Premises maintained and in good working order in accordance with good industry practice and any requirements of the Landlord's insurers; and
 - (c) replace (where beyond economic repair) any Conducting Media and plant, equipment or fixtures forming part of the Premises with items of equivalent quality.

- 3.8.2 The Tenant must decorate the Premises as and when necessary and in the final six months of the Term such decoration to be carried out in a good and workmanlike manner using good quality materials and shall include all appropriate preparatory work. All decoration carried out in the final six months of the Term shall be carried out using designs and colours approved by the Landlord.
- 3.8.3 The Tenant must clean the inside and outside of all windows at the Premises to the extent not forming part of the Main Structure as often as is necessary.
- 3.8.4 The obligations under this Clause 3.8 exclude:-
- (a) damage by any Insured Risk, except to the extent that payment of any insurance money is refused because of anything the Tenant does or fails to do
 - (b) damage by any Uninsured Risk; and
 - (c) damage arising out of any inherent or latent defect.

3.9 **Allow Entry**

- 3.9.1 The Tenant must allow the Landlord to enter and inspect the Premises on the giving of reasonable notice.
- 3.9.2 If the Landlord requires the Tenant to remedy any breach of the Tenant's obligations regarding the state and condition of the Premises or to remove any unauthorised alterations then the Tenant must comply with those requirements immediately in the case of an emergency or, in all other cases, begin to comply with those requirements within one month after being notified of them and diligently complete any works required.
- 3.9.3 If the Tenant does not comply with Clause 3.9.2, the Landlord may enter the Premises and carry out any works required itself. The Tenant must repay, as a debt on demand, all the costs the Landlord incurs in so doing. The Landlord's rights under Clause 5.1 will be unaffected.

3.10 **Alterations**

- 3.10.1 The Tenant has no rights to carry out any alterations, works or installations to the Premises unless it is expressly permitted to do so under this Clause 3.10.
- 3.10.2 The Tenant may install, alter and remove tenant's fixtures and carry out internal non-structural works to the Premises including the installation of internal demountable partitioning that will not have an adverse impact on the Environmental Performance of the Premises without the Landlord's consent, but the Tenant must notify the Landlord promptly after completing those works. To enable those works to be carried out, the Tenant may drill fixing holes into the floors, ceilings, columns or walls of the Premises.
- 3.10.3 The Tenant must comply with its obligations in Part 1 of Schedule 5 when carrying out or installing any Permitted Works, whether or not the Landlord's consent is required for them.
- 3.10.4 Where the Landlord's consent is expressly required under this Clause 3.10, the Landlord may impose requirements on the Tenant in addition to those contained in Part 1 of Schedule 5 when giving its consent.

3.11 **Signs and Advertisements**

- 3.11.1 The Tenant must not display any signs or advertisements on the Premises other than:-
- (a) signs approved by the Landlord and; or
 - (b) normal trade signs displayed from within the Premises.

3.12 **Obligations at the End Date**

3.12.1 By the End Date the Tenant must have removed:-

- (a) all tenant's and trade fixtures and loose contents from the Premises;
- (b) all Electronic Communications Apparatus and apparatus relating to Wireless Data Services installed by the Tenant or any undertenant at the Premises;
- (c) all signage installed by the Tenant or any undertenant at the Premises;
- (d) subject to Clause 3.12.3 all Permitted Works; and
- (e) without affecting any other Landlord's rights, any works that have been carried out by the Tenant in breach of any obligation in this Lease.

3.12.2 The Tenant must make good all damage to the Premises caused when complying with Clause 3.12.1 and restore them to the same configuration, state and condition as they were in before the items removed were originally installed.

3.12.3 At the reasonable request of the Landlord served on the Tenant no more than three months prior to the end of the Term, the Tenant shall reinstate any of the Permitted Works as may be required by the Landlord.

3.12.4 At the End Date the Tenant must:-

- (a) give back the Premises (and the fixtures, plant and equipment in them) in good decorative order and in a state, condition and working order consistent with the Tenant's obligations in this Lease;
- (b) give back the Premises with vacant possession; and
- (c) hand to the Landlord any registers or records maintained by the Tenant pursuant to any statutory duty that relate to the Premises including any health and safety file, EPC and asbestos survey.

3.12.5 If the Tenant has not removed all of its property from the Premises by the End Date and the Landlord gives the Tenant not less than five Business Days' notice of its intention to do so:-

- (a) the Landlord may dispose of that property as the agent of the Tenant;
- (b) the Tenant must indemnify the Landlord against any liability of the Landlord to any third party whose property has been disposed of in the genuine but mistaken belief that it belonged to the Tenant; and
- (c) the Landlord must pay to the Tenant the proceeds of the disposal after deducting the costs of transportation, storage and disposal incurred by the Landlord.

3.13 **User**

3.13.1 The Tenant must not use the Premises other than for the Permitted Use.

3.13.2 The Tenant must not use the Premises:-

- (a) for any illegal activity;
- (b) as a betting office, an amusement arcade or in connection with gaming;
- (c) for any political or campaigning purposes or for any sale by auction; or

- (d) for the sale of alcohol for consumption on or off the Premises or for the preparation or cooking of food other than, in either case, in connection with staff and client catering facilities ancillary to the Permitted Use.

3.13.3 The Tenant must not:-

- (a) keep in the Premises any plant, machinery or equipment or any petrol or other explosive or specially flammable substance (except that properly required for the Permitted Use)
- (b) cause any nuisance or damage to the Landlord or to the owners, tenants or occupiers of any adjoining premises;
- (c) overload any part of the Premises or any plant, machinery, equipment or Conducting Media;
- (d) do anything that blocks the Conducting Media or makes them function less efficiently including any blockage to or corrosion of any drains, pipes or sewers by virtue of any waste, grease or refuse deposited by the Tenant or any cleaning of them carried out by the Tenant; or
- (e) operate any apparatus so as to interfere with the lawful use of Electronic Communications Apparatus or the provision of Wireless Data Services on any adjoining premises.

3.13.4 The Tenant must not install or use Electronic Communications Apparatus or apparatus relating to Wireless Data Services within the Premises unless solely for use in connection with the lawful occupier's business at the Premises.

3.13.5 The Tenant must provide the Landlord with the names, addresses and telephone numbers of not fewer than two people who from time to time hold keys and any security access codes to the Premises and who may be contacted in an emergency if the Landlord needs access to the Premises outside the Tenant's normal business hours.

3.14 Dealings with the Premises

3.14.1 The Tenant must not assign, underlet, charge, hold on trust, part with or share possession or occupation of the Premises in whole or in part, except as authorised under this Clause 3.14 or Schedule 5 Part 2.

3.14.2 The Tenant may, with the Landlord's consent, (such consent not to be unreasonably withheld or delayed) assign the whole of the Premises.

3.14.3 For the purposes of section 19(1A) of the Landlord and Tenant Act 1927:-

- (a) the Tenant may not assign to a Current Guarantor;
- (b) if reasonably required by the Landlord, any consent to assign may be subject to a condition that:-
 - (i) the assigning tenant gives the Landlord an AGA; and
 - (ii) any guarantor of the assigning tenant gives the Landlord a guarantee that the assigning tenant will comply with the terms of the AGA

in each case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

(c) any consent to assign may (to the extent required by the Landlord) be subject to either or both of the following conditions:-

(i) that a guarantor (approved by the Landlord acting reasonably) that is not a Current Guarantor guarantees the assignee's performance of the Tenant's obligations in this Lease; and

(ii) the assignee enters into a rent deposit deed with the Landlord providing for a deposit of not less than six months' Main Rent (plus VAT) (calculated as at the date of the assignment) as security for the assignee's performance of the tenant's obligations in this Lease with a charge over the deposit

in either case in a form that the Landlord reasonably requires, given as a deed and delivered to the Landlord before the assignment;

(d) the Landlord may refuse consent to assign if the Tenant has not paid in full all Rents and other sums due to the Landlord under this Lease that are not the subject of a legitimate dispute about their payment;

(e) the Landlord may refuse consent to assign in any other circumstances where it is reasonable to do so.

3.14.4 The provisions of Schedule 5 Part 2 apply to underlettings of the Premises and the Tenant must comply with its obligations in that Schedule.

3.14.5 The Tenant may charge the whole of the Premises by way of a floating charge to a genuine lending institution with the Landlord's consent such consent not to be unreasonably withheld or delayed

3.14.6 In addition to the provisions of this Clause 3.14, the Tenant may share occupation of the Premises with a Group Company of the Tenant, and any Service Provider on condition that:-

(a) the Tenant notifies the Landlord of the identity of the occupier and the part of the Premises to be occupied;

(b) no relationship of landlord and tenant is created or is allowed to arise;

(c) the sharing of occupation ends if the occupier is no longer a Group Company of the Tenant or a Service Provider; and

(d) the Tenant notifies the Landlord promptly when the occupation ends.

3.15 **Registration of Dealings**

The Tenant must provide the Landlord with a certified copy of every document transferring or granting any interest in the Premises (and, if relevant, evidence that sections 24 to 28 of the 1954 Act have been lawfully excluded from the grant of any interest) within two weeks after the transfer or grant of that interest.

3.16 **Marketing**

3.16.1 Unless genuine steps are being taken towards renewal of this Lease, the Tenant must, during the six months before the End Date, allow the Landlord to:-

(a) place on the Premises (but not obstructing the Tenant's corporate signage) a notice for their disposal; and

(b) show the Premises at reasonable times in the day to potential tenants (who must be accompanied by the Landlord or their agents).

3.16.2 The Tenant must allow the Landlord at reasonable times in the day to show the Premises to potential purchasers of the Premises (who must be accompanied by the Landlord or their agents).

3.17 Notifying the Landlord of Notices or Claims

The Tenant must notify the Landlord as soon as reasonably practicable after the Tenant receives or becomes aware of any notice or claim affecting the Premises.

3.18 Comply with Acts

3.18.1 The Tenant must do everything required under and must not breach any Act in respect of the Premises and their use and occupation and the exercise of the rights granted to the Tenant under this Lease.

3.18.2 The Tenant must not do or fail to do anything in respect of the Premises or their use and occupation the effect of which could make the Landlord liable to pay any penalty, damages, compensation, costs or charges under any Act.

3.18.3 The Tenant must notify the Landlord as soon as is reasonably practicable of any defect or disrepair in the Premises that may make the Landlord liable under any Act or under this Lease.

3.19 Planning Acts

3.19.1 The Tenant must comply with the requirements of the Planning Acts and with all Planning Permissions relating to or affecting the Premises or anything done or to be done on them.

3.19.2 The Tenant must not apply for any Planning Permission except where any approval or consent required under any other provisions in this Lease for development or change of use has already been given and the Landlord has approved the terms of the application for Planning Permission.

3.19.3 The Tenant may only implement a Planning Permission that the Landlord have approved.

3.19.4 The Tenant must assume liability for and pay any Community Infrastructure Levy payable under Part 11 of the Planning Act 2008 or any other similar payments or liabilities that become due as a result of it (or its sub-tenants or other occupiers of the Premises) carrying out any Permitted Works or changing the use of the Premises.

3.20 Rights and Easements

The Tenant must not allow any rights or easements to be acquired over the Premises. If an encroachment may result in the acquisition of a right or easement:-

3.20.1 the Tenant must notify the Landlord; and

3.20.2 the Tenant must help the Landlord in any way that the Landlord reasonably requests to prevent that acquisition so long as the Landlord meets the Tenant's reasonable and proper costs and it is not materially adverse to the Tenant's business interests to do so.

3.21 Superior Interest

The Tenant must not breach any obligations affecting the freehold interest in the Premises at the date of this Lease.

3.22 **Registration at the Land Registry**

3.22.1 If compulsorily registrable, the Tenant must:-

- (a) within six weeks of the date of this Lease, apply to register and then take reasonable steps to complete the registration of this Lease and the Tenant's rights at the Land Registry; and
- (b) provide the Landlord with an official copy of the registered title promptly after receipt.

3.22.2 The Tenant must within four weeks after the End Date, apply to the Land Registry to close and then take reasonable steps to complete the closure of any registered title relating to this Lease and to remove from the Landlord's registered title(s) to the Premises any reference to this Lease and the Tenant's rights.

3.23 **Applications for Consent or Approval**

Where the Tenant makes any application to the Landlord for consent or approval under this Lease, the Tenant must provide to the Landlord all the information the Landlord reasonably requires to enable the Landlord and to consider the application.

4. **LANDLORD'S OBLIGATIONS**

4.1 **Quiet Enjoyment**

The Tenant may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord except as permitted by this Lease.

4.2 **Insurance**

The Landlord must comply with the Landlord's obligations in Schedule 3.

4.3 **Repayment of Rent**

4.3.1 The Landlord must refund any Main Rent and Insurance Rent paid in advance by the Tenant in relation to the period falling after the End Date within ten Business Days after the End Date.

4.3.2 Clause 4.3.1 will not apply if the Landlord ends this Lease under Clause 5.1 or if this Lease is disclaimed by the Crown or by a liquidator or trustee in bankruptcy of the Tenant.

4.4 **Entry Safeguards**

The Landlord must, when entering the Premises to exercise any Landlord's rights:-

- 4.4.1 give the Tenant reasonable prior notice (except in the case of emergency, when the Landlord must give as much notice as may be reasonably practicable);
- 4.4.2 observe the Tenant's reasonable requirements (but where that includes being accompanied by the Tenant's representative the Tenant must make that representative available);
- 4.4.3 observe any specific conditions to the Landlord's entry set out in this Lease;
- 4.4.4 cause as little interference to the Tenant's business as reasonably practicable;
- 4.4.5 cause as little physical damage as reasonably practicable;
- 4.4.6 repair any physical damage that the Landlord causes as soon as reasonably practicable;

- 4.4.7 where entering to carry out works, obtain the Tenant's approval to the location, method of working and any other material matters relating to the preparation for, and execution of, the works;
- 4.4.8 remain upon the Premises for no longer than is reasonably necessary; and
- 4.4.9 where reasonably practicable, exercise any rights outside the normal business hours of the Premises.

4.5 **Scaffolding**

- 4.5.1 The Landlord must ensure that in relation to any scaffolding erected outside the Premises in exercise of the Landlord's rights under this Lease:-
 - (a) it is removed as soon as reasonably practicable, with any damage caused to the exterior of the Premises made good;
 - (b) it causes as little obstruction as is reasonably practicable to the entrance to the Premises; and
 - (c) it does not have advertising displayed on it (except for any health and safety notices and signs relating to any other tenant whose premises are obstructed or interfered with by the scaffolding) unless the Tenant has consented to its display.
- 4.5.2 If the Tenant's business signage is obstructed or interfered with by the scaffolding, the Landlord will permit the Tenant to display a sign (approved by the Landlord) on the exterior of the scaffolding in front of the Premises so that it is visible to the public.

5. **AGREEMENTS**

5.1 **Landlord's Right to End this Lease**

- 5.1.1 If any event listed in Clause 5.1.2 occurs, the Landlord may at any time afterwards re-enter the Premises or any part of them and this Lease will then immediately end.
- 5.1.2 The events referred to in Clause 5.1.1 are as follows:-
 - (a) any of the Rents are unpaid for 21 days after being demanded;
 - (b) the Tenant breaches this Lease;
 - (c) any 1925 Act, administrative, court-appointed or other receiver or similar officer is appointed over the whole or any part of the Tenant's assets, or the Tenant enters into any scheme or arrangement with its creditors in satisfaction or composition of its debts under the 1986 Act;
 - (d) if the Tenant is a company or a limited liability partnership:-
 - (i) the Tenant enters into liquidation within the meaning of section 247 of the 1986 Act;
 - (ii) the Tenant is wound up or a petition for winding up is presented against the Tenant that is not dismissed or withdrawn within 21 days of being presented;
 - (iii) a meeting of the Tenant's creditors or any of them is summoned under Part I of the 1986 Act;
 - (iv) a moratorium in respect of the Tenant comes into force under section 1(A) of and Schedule A1 to the 1986 Act;

- (v) an administrator is appointed to the Tenant; or
- (vi) the Tenant is struck off the register of companies;
- (e) if the Tenant is a partnership, it is subject to an event similar to any listed in Clause 5.1.2(d) with appropriate modifications so as to relate to a partnership;
- (f) if the Tenant is an individual:-
 - (i) a receiving order is made against the Tenant;
 - (ii) an interim receiver is appointed over or in relation to the Tenant's property;
 - (iii) the Tenant makes an application to be declared bankrupt, the Tenant is the subject of a bankruptcy petition or the Tenant becomes bankrupt;
 - (iv) the Tenant applies for or becomes subject to a debt relief order or the Tenant proposes or becomes subject to a debt management plan; or
 - (v) an interim order is made against the Tenant under Part VIII of the 1986 Act or the Tenant otherwise proposes an individual voluntary arrangement;
- (g) any event similar to any listed in Clauses 5.1.2(c) to 5.1.2(f) occurs in relation to any guarantor of the Tenant's obligations under this Lease; or
- (h) any event similar to any listed in Clauses 5.1.2(c) to 5.1.2(g) occurs in any jurisdiction (whether it be England and Wales, or elsewhere).

5.1.3 Neither the existence nor the exercise of the Landlord's right under Clause 5.1.1 will affect any other right or remedy available to the Landlord.

5.1.4 In this Clause 5.1 references to "the Tenant", where the Tenant is more than one person, include any one of them.

5.2 No Acquisition of Easements or Rights

5.2.1 Unless they are expressly included in Part 1 of Schedule 1, the grant of this Lease:-

- (a) does not include any liberties, privileges, easements, rights or advantages over any adjoining premises; and
- (b) excludes any rights arising by the operation of section 62 of the 1925 Act or the rule in *Wheeldon v Burrows*.

5.2.2 The Tenant has no rights that would restrict building or carrying out of works to any adjoining premises, other than any that the Landlord specifically grants the Tenant in this Lease.

5.2.3 The flow of light to the Premises is and will be enjoyed with the Landlord's consent in accordance with section 3 of the Prescription Act 1832. Neither the enjoyment of that light and air nor anything in this Lease will prevent the exercise of any of the rights the Landlord has reserved out of this Lease. The Tenant must permit the exercise of these reserved rights without interference or objection.

5.2.4 The Tenant must not do or omit to do anything that would or might result in the loss of any right enjoyed by the Premises.

5.2.5 The Tenant has no rights to enforce, release or modify or to prevent the release, enforcement or modification of the benefit of any obligations, rights or conditions to which any adjoining premises are subject.

5.3 Works to Adjoining Premises

If the Landlord carries out works of construction, demolition, alteration or redevelopment on any adjoining premises, it must:-

5.3.1 give the Tenant details of the works to be carried out;

5.3.2 consult with the Tenant as to the management of potential interference;

5.3.3 take reasonable steps to ensure that the works do not materially adversely affect the Tenant's ability to carry out its business from the Premises;

5.3.4 take into consideration modern standards of construction and workmanship;

5.3.5 take reasonable steps to reduce any interference to the Premises by noise, dust and vibration (having taken into consideration the Tenant's suggestions for limiting any interference); and

5.3.6 make good any physical damage to the Premises or its contents.

5.4 Party Walls

Any wall separating the Premises from any adjoining premises is a party wall and must be repaired as a party wall.

5.5 Service of Formal Notices

5.5.1 Any formal notice must be in writing and sent by pre-paid first class post or special delivery to or otherwise delivered to or left at the address of the recipient under Clause 5.5.2 or to any other address in the United Kingdom that the recipient has specified as its address for service by giving not less than ten Business Days' formal notice under this Clause 5.4.

5.5.2 A formal notice served on:-

(a) a company or limited liability partnership registered in the United Kingdom must be served at its registered office;

(b) a person resident in or incorporated in a country outside the United Kingdom must be served at the address for service in the United Kingdom of that party set out in the deed or document to which they are a party or if no such address has been given at their last known address in the United Kingdom.

(c) anyone else must be served:-

(i) in the case of the Landlord, at any postal address in the United Kingdom shown from time to time for the registered proprietor on the title number set out in Land Registry Prescribed Clause LR2.1 or if no such address is given, at its last known address in the United Kingdom;

(ii) in the case of the Tenant, at the registered company address for the Tenant shown from time to time at Companies House;

(iii) in the case of a guarantor, at the address of that party set out in the deed or document under which they gave the guarantee; and

(iv) in respect of any other party, at their last known address in the United Kingdom.

- 5.5.3 Any formal notice given will be treated as served on the second Business Day after the date of posting if sent by pre-paid first class post or special delivery or at the time the formal notice is delivered to or left at the recipient's address if delivered to or left at that address.
- 5.5.4 If a formal notice is treated as served on a day that is not a Business Day or after 5.00pm on a Business Day it will be treated as served at 9.00am on the immediately following Business Day.
- 5.5.5 Service of a formal notice by fax or e-mail is not a valid form of service under this Lease.

5.6 **Contracts (Rights of Third Parties) Act 1999**

Nothing in this Lease creates any rights benefiting any person under the Contracts (Rights of Third Parties) Act 1999.

5.7 **Energy Performance Certificates**

- 5.7.1 The Tenant must not obtain or commission an EPC in respect of the Premises unless required to do so by the Energy Performance of Buildings (England and Wales) Regulations 2012. If the Tenant is required to obtain an EPC, the Tenant must (at the Landlord's option) obtain an EPC from an assessor approved by the Landlord or pay the Landlord's costs of obtaining an EPC for the Premises.
- 5.7.2 The Tenant must cooperate with the Landlord, so far as reasonably necessary, to allow the Landlord to obtain any EPC for the Premises and:-
- (a) provide the Landlord (at the Landlord's cost) with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC; and
 - (b) allow such access to the Premises to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC.
- 5.7.3 The Tenant must give the Landlord written details on request of the unique reference number of any EPC the Tenant obtains or commissions in respect of the Premises.
- 5.7.4 The Landlord must give the Tenant written details on request of the unique reference number of any EPC the Landlord obtains or commissions in respect of the Premises.

6. **BREAK CLAUSE**

- 6.1 The Tenant may end the Term on the Break Date by giving the Landlord formal notice of not less than six months following which the Term will end on that Break Date provided that:-
- 6.1.1 on the Break Date the Main Rent due up to Break Date and any VAT payable upon it has been paid in full; and
 - 6.1.2 on the Break Date the whole of the Premises are given back to the Landlord free of the Tenant's occupation and the occupation of any other lawful occupier and without any continuing underleases.
- 6.2 The Landlord may waive any of the pre-conditions in Clauses 6.1.1 to 6.1.2 at any time before the relevant Break Date by notifying the Tenant.
- 6.3 If this Lease ends under this Clause 6, this will not affect the rights of any party for any prior breach of an obligation in this Lease.

7. **JURISDICTION**

- 7.1 This Lease and any non-contractual obligations arising out of or in connection with it will be governed by the law of England and Wales.

7.2 Subject to Clause 7.3 and any provisions in this Lease requiring a dispute to be settled by an expert or by arbitration, the courts of England and Wales have exclusive jurisdiction to decide any dispute arising out of or in connection with this Lease, including in relation to any non-contractual obligations.

7.3 Any party may seek to enforce an order of the courts of England and Wales arising out of or in connection with this Lease, including in relation to any non-contractual obligations, in any court of competent jurisdiction.

8. **LEGAL EFFECT**

This Lease takes effect and binds the parties from and including the date at Clause LR1.

9. **LIMITATION OF LIABILITY**

It is agreed that the liability of Westerby Trustee Services Limited ("Westerby") shall not be personal but shall be limited to the assets of the Westerby Private Pension – J Mills & Westerby Private Pension – A Whittingham ("Schemes") except through their fraud or misconduct and that the said liability shall cease as soon as Westerby resign or are removed as Trustee to the Schemes.

EXECUTED AS A DEED by the parties on the date which first appears in this Lease.

SCHEDULE 1

RIGHTS

PART 1

TENANT'S RIGHTS

The following rights are granted to the Tenant subject to the Landlord's rights:-

1. the right of support and protection from those parts of the Building that afford support and protection for the property at the date of this Lease and to the extent that such support and protection exists at the date of this Lease;
2. the right to use the Common Parts for the purposes of access to and egress from the Premises;
3. the right to use and to connect into any Conducting Media at the Building that belong to the Landlord and serve (but do not form part of) the Premises which are in existence at the date of this Lease; and
4. the right to use any lavatories, washrooms and kitchen facilities in the Common Parts.

PART 2

LANDLORD'S RIGHTS

The following rights are excepted and reserved to the Landlord for the benefit of the Building:-

1. **SUPPORT, SHELTER, LIGHT AND AIR**

1.1 Support and shelter for any adjoining premises.

1.2 All rights of light or air to the Premises that now exist or that might (but for this reservation) be acquired over any other land.

2. **ENTRY ON TO THE PREMISES**

2.1 To enter the Premises to:-

2.1.1 review or measure the Environmental Performance of the Premises including to install and to monitor metering equipment, heat cost allocators and thermostatic radiator valves within or relating to the Premises and to prepare an EPC; and

2.1.2 estimate the current value or rebuilding cost of the Premises for insurance or any other purpose.

2.2 If the relevant work cannot be reasonably carried out without entry onto the Premises, to enter them to:-

2.2.1 build on or into any boundary or party walls on or adjacent to the Premises; and

2.2.2 inspect, repair, alter, decorate, rebuild or carry out other works upon any adjoining premises owned by the Landlord.

2.3 To enter the Premises to do anything that the Landlord is expressly entitled or required to do under this Lease or for any other reasonable purpose in connection with this Lease.

3. **ROOFS**

The right, if reasonably required, to place plant, machinery or equipment on the roof of the Premises and a right of access to the roof along such route as the Landlord may reasonably require.

4. **ADJOINING PREMISES**

Subject to Clause 5.3, to carry out works of construction, demolition, alteration or redevelopment on any adjoining premises (and to permit others to do so) as the Landlord in its absolute discretion considers fit (whether or not these works interfere with the flow of light and air to the Premises) and the right in connection with those works to underpin and shore up the Premises.

5. **PLANT, EQUIPMENT AND SCAFFOLDING**

The right, where necessary, to bring plant and equipment onto the Premises and to place scaffolding and ladders upon the exterior of or outside any buildings on the Premises in exercising the Landlord's rights under this Lease.

SCHEDULE 2

RENT REVIEW

1. DEFINED TERMS

This Schedule 2 uses the following definitions:-

- "Assumptions"** means that:-
- (a) if the Premises have been damaged or destroyed, they have been reinstated before the Rent Review Date
 - (b) the Premises are fit for immediate occupation and use by the willing tenant
 - (c) the Premises may lawfully be let to and used for the Permitted Use by any person throughout the term of the Hypothetical Lease
 - (d) the Tenant has complied with the Tenant's obligations in this Lease and (except to the extent that there has been a material or persistent breach by the Landlord) the Landlord has complied with the Landlord's obligations in this Lease and
 - (e) on the grant of the Hypothetical Lease the willing tenant will receive the benefit of a rent free period, rent concession or any other inducement of a length or amount that might be negotiated in the open market for fitting-out purposes and that the Market Rent is the rent that would become payable after the end of that period or concession or payment of that inducement
- "Disregards"** means any or all of the following:-
- (a) any effect on rent of the Tenant (and the Tenant's predecessors in title and lawful occupiers) having been in occupation of the Premises
 - (b) any goodwill accruing to the Premises because of the Tenant's business (and that of the Tenant's predecessors in title and lawful occupiers)
 - (c) any special bid that the Tenant or any other party with a special interest in the Premises might make by reason of its occupation of any adjoining premises
 - (d) any increase in rent attributable to any improvement, including any tenant's initial fitting-out works whether or not within the Premises:-
 - (i) carried out by and at the cost of the Tenant or the Tenant's predecessors in title or lawful occupiers before or during the Term
 - (ii) carried out with the written consent, where required, of the Landlord or the Landlord's predecessors in title and

(iii) not carried out pursuant to an obligation to the Landlord or the Landlord's predecessors in title (but any obligations relating to the method or timing of works in any document giving consent will not be treated as an obligation for these purposes)

(e) any reduction in rent attributable to works that have been carried out by the Tenant (or the Tenant's predecessors in title or lawful occupiers) and

(f) any reduction in rent attributable to any temporary works, operations or other activities on any adjoining premises

"Hypothetical Lease"

means a lease:-

(a) of the whole of the Premises

(b) on the same terms as this Lease (including this Schedule 2) except for:-

(i) the amount of Main Rent reserved immediately before the Rent Review Date; and

(ii) any rent free period, rent concession or any other inducement received by the Tenant in relation to the grant of this Lease by a willing landlord to a willing tenant

(iii) with vacant possession

(a) without any premium payable by or (subject to paragraph (e) of the definition of "Assumptions") to the willing tenant

(b) for a term equal to the unexpired residue of the term of this Lease starting on the relevant Rent Review Date

(c) with rent review dates every five years;

"Market Rent"

means the yearly rent at which the Premises might reasonably be expected to be let on the open market on the Rent Review Date, on the terms of the Hypothetical Lease and applying the Assumptions and the Disregards.

2. RENT REVIEW

2.1 On the Rent Review Date the Main Rent is to be reviewed to the higher of:-

2.1.1 the Main Rent reserved immediately before the Rent Review Date; and

2.1.2 the Market Rent.

2.2 The reviewed Main Rent will be payable from and including the Rent Review Date.

3. DISPUTE RESOLUTION

3.1 The Market Rent at the Rent Review Date may be agreed between the Landlord and the Tenant. If they have not done so (whether or not they have tried) by the Rent Review Date, either the Landlord or the Tenant can require the Market Rent to be decided by an independent arbitrator. If the Landlord and the Tenant do not agree on who should decide the Market Rent, the arbitrator will be appointed

by the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant. The arbitration must be conducted in accordance with the Arbitration Act 1996.

- 3.2 The arbitrator must be an independent chartered surveyor of not less than ten years' standing who is experienced in the rental valuation of property similar to the Premises and who knows the local market for such premises.
- 3.3 If the arbitrator dies, becomes unwilling or incapable of acting or it becomes apparent for any other reason that he will be unable to decide the Market Rent within a reasonable time, he may be replaced by a new arbitrator who must be appointed on the terms set out in this paragraph 3.
- 3.4 Responsibility for the costs of referring a dispute to an arbitrator, including costs connected with the appointment of the arbitrator but not the legal and other professional costs of any party in relation to a dispute, will be decided by the /arbitrator and failing a decision, they will be shared equally between the parties.

4. CONSEQUENCES OF DELAY IN AGREEING THE REVISED RENT

If, by the Rent Review Date, the reviewed Main Rent has not been ascertained, then:-

- 4.1 the Main Rent reserved under this Lease immediately before the Rent Review Date will continue to be payable until the reviewed Main Rent has been ascertained;
- 4.2 following the ascertainment of the reviewed Main Rent, the Landlord will demand the difference (if any) between the amount the Tenant has actually paid and the amount that would have been payable had the Main Rent been ascertained before the Rent Review Date; and
- 4.3 the Tenant must pay that difference to the Landlord within ten Business Days after that demand and interest at three per cent below the Interest Rate calculated on a daily basis on each instalment of that difference from the date on which each instalment would have become payable to the date of payment. If not paid those sums will be treated as rent in arrear.

5. RENT REVIEW MEMORANDUM

When the Market Rent has been ascertained, a memorandum recording the Main Rent reserved on review must be entered into. The Landlord and the Tenant will each bear their own costs in relation to that memorandum.

6. TIME NOT OF THE ESSENCE

For the purpose of this Schedule 2 time is not of the essence.

SCHEDULE 3

INSURANCE AND DAMAGE PROVISIONS

1. TENANT'S INSURANCE OBLIGATIONS

1.1 The Tenant must pay on demand:-

1.1.1 the whole of:-

- (a) the sums the Landlord pays to comply with paragraph 2.1 below;
- (b) the cost of valuations of the Premises of insurance purposes made not more than once a year; and
- (c) the amount of any excess or deductible under any insurance policy that the Landlord incurs or will incur in complying with paragraphs 1.1.2 and 2.6.1;

If the Landlord insures the Premises together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Premises and the other land

1.1.2 a sum equal to the amount that the insurers refuse to pay following damage or destruction by an Insured Risk to the Premises because of the Tenant's act or failure to act; and

1.1.3 any additional or increased premiums that the insurers may require as a result of the carrying out or retention of any Permitted Works or the Tenant's or any lawful occupier's use of the Premises.

1.2 The Tenant must comply with the requirements of the insurers and must not do anything that may invalidate any insurance.

1.3 The Tenant must not use the Premises for any purpose or carry out or retain any Permitted Works that may make any additional premium payable for the insurance of the Premises, unless it has first agreed to pay the whole of that additional premium.

1.4 The Tenant must notify the Landlord as soon as practicable after it becomes aware of any damage to or destruction of the Premises by any of the Insured Risks or by an Uninsured Risk.

1.5 The Tenant must keep insured, in a sufficient sum and with a reputable insurer, public liability risks relating to the Premises.

2. LANDLORD'S INSURANCE OBLIGATIONS

2.1 The Landlord must insure (with a reputable insurer):-

2.1.1 the Premises against the Insured Risks in their full reinstatement cost (including all professional fees and incidental expenses, debris removal, site clearance and irrecoverable VAT);

2.1.2 against public liability relating to the Premises; and

2.1.3 loss of the Main Rent for the Risk Period,

subject to all excesses, limitations and exclusions as the insurers may impose and otherwise on the insurer's usual terms.

2.2 In relation to the insurance, the Landlord must:-

2.2.1 use reasonable endeavours to procure the Tenant's interest in the Premises is noted either specifically or generally on the policy;

- 2.2.2 use reasonable endeavours to procure that the insurers waive any rights of subrogation they might have against the Tenant (either specifically or generally);
 - 2.2.3 notify the Tenant promptly of all material variations; and
 - 2.2.4 provide the Tenant with a summary of its main terms upon the Tenant's written request.
- 2.3 The Landlord must take reasonable steps to obtain any consents necessary for the reinstatement of the Premises following destruction or damage by an Insured Risk.
- 2.4 Where it is lawful to do so, the Landlord must reinstate the Premises following destruction or damage by an Insured Risk as soon as reasonably practicable after the date of that damage or destruction. Reinstatement need not be identical if the replacement is similar in size, quality and layout.
- 2.5 Nothing in this paragraph 2 imposes any obligation on the Landlord to insure or to reinstate tenant's fixtures forming part of the Premises.
- 2.6 The Landlord's obligations under paragraphs 2.3 and 2.4 will not apply:-
- 2.6.1 unless and until the Tenant has paid the amounts referred to in paragraph 1.1.1 (c) and, where applicable, paragraph 1.1.2; or
 - 2.6.2 if the Landlord notifies the Tenant under paragraph 4.1 that it ends the Lease.
- 2.7 If there is destruction or damage to the Premises by an Uninsured Risk that leaves the whole or substantially the whole of the Premises unfit for occupation and use or inaccessible and the Landlord notifies the Tenant within twelve months afterwards that the Landlord wishes to reinstate, paragraphs 2.3 and 2.4 will then apply as if the damage or destruction had been caused by an Insured Risk.
- 2.8 Subject to the insurance premiums being reasonable and proper and reasonably and properly incurred, the Landlord will be entitled to retain all insurance commissions for its own benefit.
3. **RENT SUSPENSION**
- 3.1 Paragraph 3.2 will apply if the Premises are destroyed or damaged by any Insured Risk or Uninsured Risk so that the Premises are unfit for occupation or use or inaccessible. Paragraph 3.2 will not apply to the extent that the Landlord's insurance has been vitiated or payment of any policy moneys refused because of anything the Tenant does or fails to do and the Tenant has not complied with paragraph 1.1.2.
- 3.2 Subject to paragraph 3.1, the Main Rent or a fair proportion of it, will not be payable from and including the date of damage or destruction until the earliest of:-
- 3.2.1 the date that the Premises are again fit for occupation and use, accessible and ready to receive the tenant's fitting out works;
 - 3.2.2 the end of the Risk Period; and
 - 3.2.3 the End Date.
- 3.3 If paragraph 3.2 applies:-
- 3.3.1 the Landlord must refund to the Tenant as soon as reasonably practicable a due proportion of any Main Rent paid in advance that relates to any period on or after the date of damage or destruction; and
 - 3.3.2 the Tenant must pay to the Landlord on demand the Main Rent for the period starting on the date they again become payable to but excluding the next Rent Day.
- 3.4 Any dispute about the application of this paragraph 3 will be decided at the request of either party by a single arbitrator under the Arbitration Act 1996.

4. TERMINATION

- 4.1 This paragraph 4 applies if there is destruction or damage to the Premises that leaves the whole or substantially the whole of the Premises unfit for occupation and use.
- 4.2 If the damage or destruction is caused by an Uninsured Risk and:-
- 4.2.1 the Landlord does not give the Tenant formal notice within twelve months after the damage or destruction that the Landlord wishes to reinstate, this Lease will end on the last day of that 12 month period; or
 - 4.2.2 the Landlord gives the Tenant formal notice that the Landlord does not wish to reinstate, this Lease will end on the date of that notification by the Landlord.
- 4.3 If, when the Risk Period ends, the Premises has not been reinstated sufficiently so that the Premises are again fit for occupation and use and accessible and ready to receive the tenant's fitting out works, either the Landlord or the Tenant may end this Lease immediately by giving formal notice to the other at any time after the end of the Risk Period but before such reinstatement has been completed. The exercise of this right by the Tenant is subject to the Tenant complying with paragraph 1.1.1(c) and, where applicable, paragraph 1.1.2.
- 4.4 For the purposes of paragraphs 3.2.2 and 4.3, if the damage or destruction is caused by an Uninsured Risk, the Risk Period will be treated as beginning on the date the Landlord notifies the Tenant of its wish to reinstate under paragraph 2.7.
- 4.5 If this Lease ends under this paragraph 4:-
- 4.5.1 that will not affect the rights of any party for any prior breaches;
 - 4.5.2 the Tenant must give vacant possession of the Premises to the Landlord; and
 - 4.5.3 the Landlord will be entitled to retain all insurance moneys.

SCHEDULE 4

TITLE MATTERS

1. VARIATIONS TO THE TITLE GUARANTEE

1.1 For the purposes of section 6(2) of the 1994 Act:-

1.1.1 all entries made in any public register that a prudent tenant would inspect will be treated as within the actual knowledge of the Tenant;

1.1.2 section 6(3) of the 1994 Act will not apply; and

1.1.3 the Tenant will be treated as having actual knowledge of any matters that would be disclosed by an inspection of the Premises.

1.2 The title guarantee will not apply in respect of the title to tenant's fixtures.

2. REGISTER ENTRIES

The matters contained or referred to in title number SF311799 as shown on the attached official copy entries.

SCHEDULE 5

WORKS

PART 1

PERMITTED WORKS

1. DEFINED TERMS

This Schedule 5 uses the following definitions:-

"CDM Regulations"	means the Construction (Design and Management) Regulations 2015
"Consents"	means all necessary permissions, licences and approvals for the Permitted Works under the Planning Acts, the building and fire regulations, and any other statute, bye law or regulation of any competent authority and under any covenants or provisions affecting the Premises and as otherwise required from owners, tenants or occupiers of any adjoining premises

2. TENANT'S OBLIGATIONS IN RELATION TO PERMITTED WORKS

2.1 Before starting any Permitted Works the Tenant must:-

- 2.1.1 obtain and provide the Landlord with copies of any Consents that are required before they are begun;
- 2.1.2 fulfil any conditions in the Consents required to be fulfilled before they are begun;
- 2.1.3 comply with its obligations in Clause 3.19.4;
- 2.1.4 notify the Landlord of the date on which the Tenant intends to start the Permitted Works;
- 2.1.5 provide the Landlord with any information relating to the Permitted Works as may be required by its insurers; and
- 2.1.6 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £5 million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid.

2.2 If it starts any Permitted Works, the Tenant must carry out and complete them:-

- 2.2.1 diligently and without interruption, and in any event before the End Date;
- 2.2.2 in accordance with any drawings, specifications and other documents relating to the Permitted Works that the Landlord has approved;
- 2.2.3 in a good and workmanlike manner and with good quality materials;
- 2.2.4 in compliance with the Consents and all Acts (including the Planning Acts) and with the requirements of the insurers of the Premises and (where applicable) of any competent authority or utility provider;
- 2.2.5 without affecting the structural integrity of the Premises and adjoining property;
- 2.2.6 with as little interference as reasonably practicable to the owners and occupiers of any adjoining premises; and

- 2.2.7 in compliance, to the extent applicable, with the CDM Regulations.
- 2.3 The Tenant must make good any physical damage caused by carrying out the Permitted Works.
- 2.4 The Tenant must permit the Landlord enter the Premises on reasonable notice to inspect the progress of the Permitted Works.
- 2.5 Until practical completion of the Permitted Works, the Tenant must:-
- 2.5.1 insure any Permitted Works for their full reinstatement cost (including professional fees) against loss or damage by the Insured Risks with a reputable insurer and provide the Landlord with a summary of the main terms of the insurance; and
- 2.5.2 reinstate any of the Permitted Works that are damaged or destroyed before their completion.
- 2.6 Where the Landlord has given the Landlord's consent to any Permitted Works, the Tenant must comply with any additional obligations in relation to those Permitted Works that the Landlord lawfully imposes on the Tenant in giving the Landlord's consent.
- 2.7 As soon as reasonably practicable following completion of the Permitted Works the Tenant must:-
- 2.7.1 notify the Landlord of their completion;
- 2.7.2 obtain any Consents that are required on their completion;
- 2.7.3 remove all debris and equipment used in carrying out the Permitted Works;
- 2.7.4 notify the Landlord of the cost of the Permitted Works;
- 2.7.5 permit the Landlord to enter the Premises to inspect the completed Permitted Works;
- 2.7.6 supply the Landlord with two complete sets of as-built plans showing the Permitted Works; and
- 2.7.7 ensure that the Landlord is able to use and reproduce the as-built plans for any lawful purpose.
- 2.8 If the CDM Regulations apply to the Permitted Works, the Tenant must:-
- 2.8.1 comply with them and ensure that any person involved in the management, design and construction of the Permitted Works complies with their respective obligations under the CDM Regulations;
- 2.8.2 if the Landlord would be treated as a client for the purposes of the CDM Regulations, agree to be treated as the only client in respect of the Permitted Works; and
- 2.8.3 on completion of the Permitted Works provide the Landlord with a copy of any health and safety file relating to the Permitted Works and deliver the original file to the Landlord at the End Date.
- 2.9 If the Permitted Works invalidate or materially adversely affect an existing EPC or require the commissioning of an EPC, the Tenant must (at the Landlord's reasonable request):-
- 2.9.1 obtain an EPC from an assessor approved by the Landlord and give the Landlord written details of the unique reference number for that EPC; or
- 2.9.2 pay the Landlord's reasonable costs of obtaining an EPC.

3. **NO WARRANTY RELATING TO PERMITTED WORKS**

The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself):-

- 3.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any Permitted Works;
- 3.2 that any Permitted Works may lawfully be carried out;
- 3.3 that the structure or fabric of the Premises is able to accommodate any Permitted Works;
or
- 3.4 that any of the services supplying the Premises will either have sufficient capacity for or otherwise not be adversely affected by any Permitted Works.

PART 2

UNDERLETTING

1. DEFINED TERMS

This Part 2 uses the following definitions:-

- "Approved Underlease"** means an underlease approved by the Landlord and, subject to any variations agreed by the Landlord in its absolute discretion:-
- (a) granted without any premium being received by the Tenant
 - (b) reserving a market rent, taking into account the terms of the underletting
 - (c) lawfully excluded from the security of tenure provisions of the 1954 Act
 - (d) containing provisions:-
 - (i) requiring the Undertenant to pay as additional rent the whole of the Insurance Rent and other sums, excluding the Main Rent, payable by the Tenant under this Lease;
 - (ii) for rent review at five yearly intervals and otherwise on the same terms as in Schedule 2
 - (iii) for change of use and alterations corresponding to those in this Lease
 - (e) containing a covenant by the Undertenant not to assign the Premises without the prior written consent of the Landlord and the Tenant on terms corresponding to those in this Lease and a covenant not to assign part only of the Underlet Premises;
 - (f) containing a covenant by the Undertenant not to create any sub-underlease of the Premises;
- "Approved Undertenant"** means a person approved by the Landlord and who has entered into a direct deed with the Landlord agreeing to:-
- (a) comply with the terms of the Approved Underlease and
 - (b) procure that any proposed assignee of the Premises enters into a direct deed in the same terms as set out in this definition of Approved Undertenant
- "Underlease"** means the underlease granted following the approval of the Approved Underlease
- "Undertenant"** means the Approved Undertenant to whom the Tenant grants an Underlease

2. RIGHT TO UNDERLET

- 2.1 Tenant may, with the Landlord's consent, underlet the whole of the Premises by an Approved Underlease to an Approved Undertenant.

3. OBLIGATIONS IN RELATION TO UNDERLEASES

- 3.1 The Tenant must not waive any material breach by an Undertenant of any terms of its Underlease.
- 3.2 The Tenant must not reduce, defer, accelerate or commute any rent payable under any Underlease.
- 3.3 On any review of the rent payable under any Underlease, the Tenant must:-
 - 3.3.1 review the rent of the Underlease in compliance with its terms;
 - 3.3.2 not agree the reviewed rent (or the appointment of any third party to decide it) without the Landlord's approval;
 - 3.3.3 include in the Tenant's representations to any third party any representations that the Landlord may require; and
 - 3.3.4 notify the Landlord what the reviewed rent is within two weeks of its agreement or resolution by a third party.
- 3.4 The Tenant must not vary the terms or of any Underlease without the Landlord's approval.

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
JONATHAN DAVID MILLS)
)

in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
WESTERBY TRUSTEE SERVICES LIMITED)
acting by a director)

in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:


EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
ANDREW WHITTINGHAM)
)
in the presence of:-

Signature of Witness:

Name (In BLOCK CAPITALS):

Address:

Occupation:

EXECUTED as a deed (but not delivered until the)
date of this Deed) by)
LINNAEUS VETERINARY LIMITED)
acting by a director)
in the presence of:-) 

Director

Signature of Witness:



Name (In BLOCK CAPITALS):

A R HUGHES.

Address:

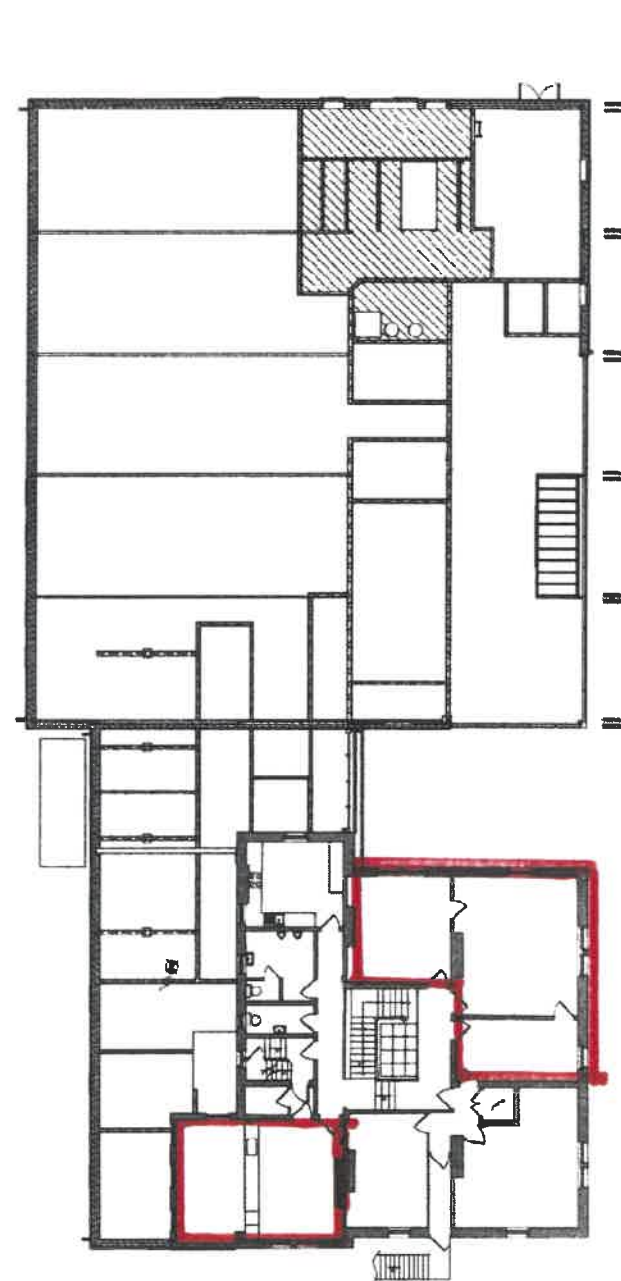
1011 Stratford Road,
Shirley

Occupation:

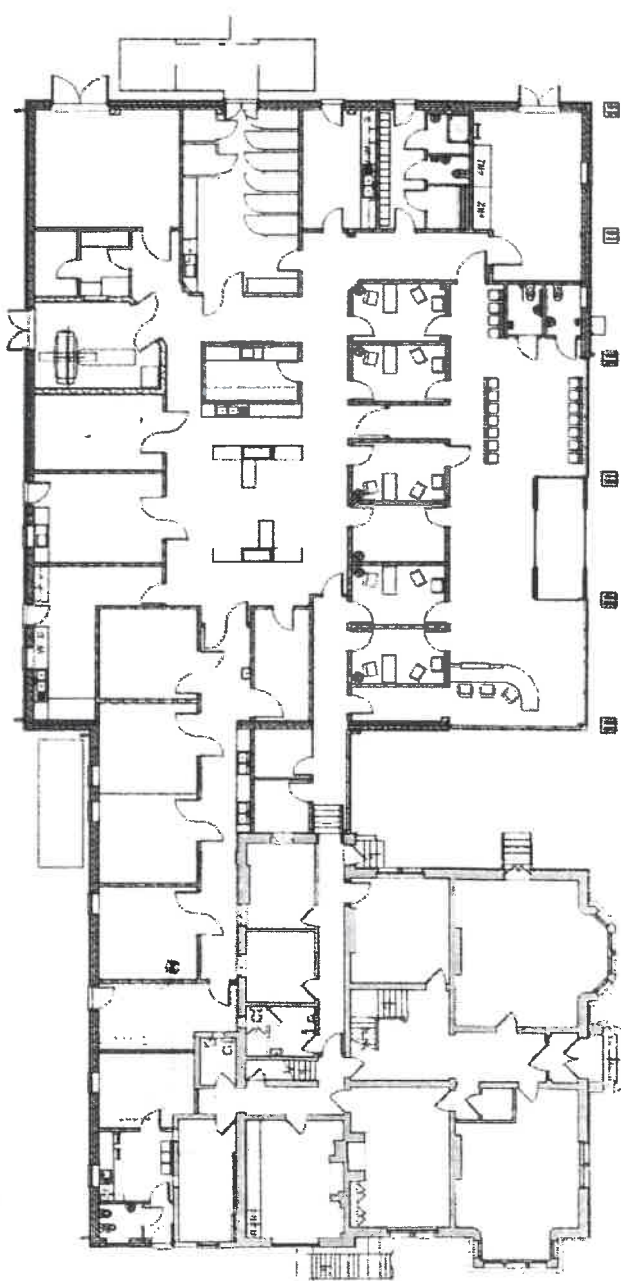
Chartered Surveyor.

APPENDIX 1

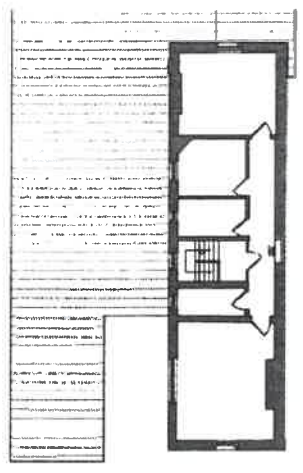
PLAN 1



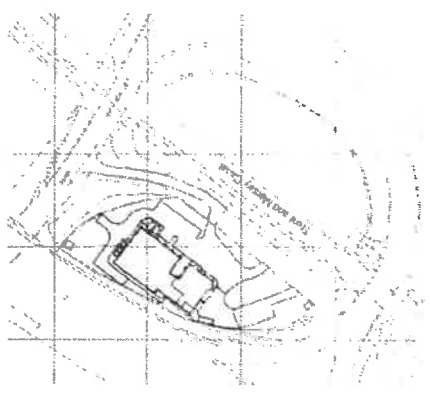
First Floor Plan
1 : 100



Ground Floor Plan
1 : 100



Second Floor Plan
1 : 100



Site Plan
1 : 1250

urbandesigns
 10000 10th Ave S, Suite 100
 Minneapolis, MN 55425
 Tel: 612.338.1111
 Fax: 612.338.1112
 www.urbandesigns.com

Land Use/Type/Use Plans
 West Midlands Refinink
 Eideberg House
 Station in Use: Freshwood
 Station
 DC 13 418
 All enclosed
 JUN 2022

Scale: 1 : 1250
 Date: 10/10/22
 Drawn by: CP

2017_488_302



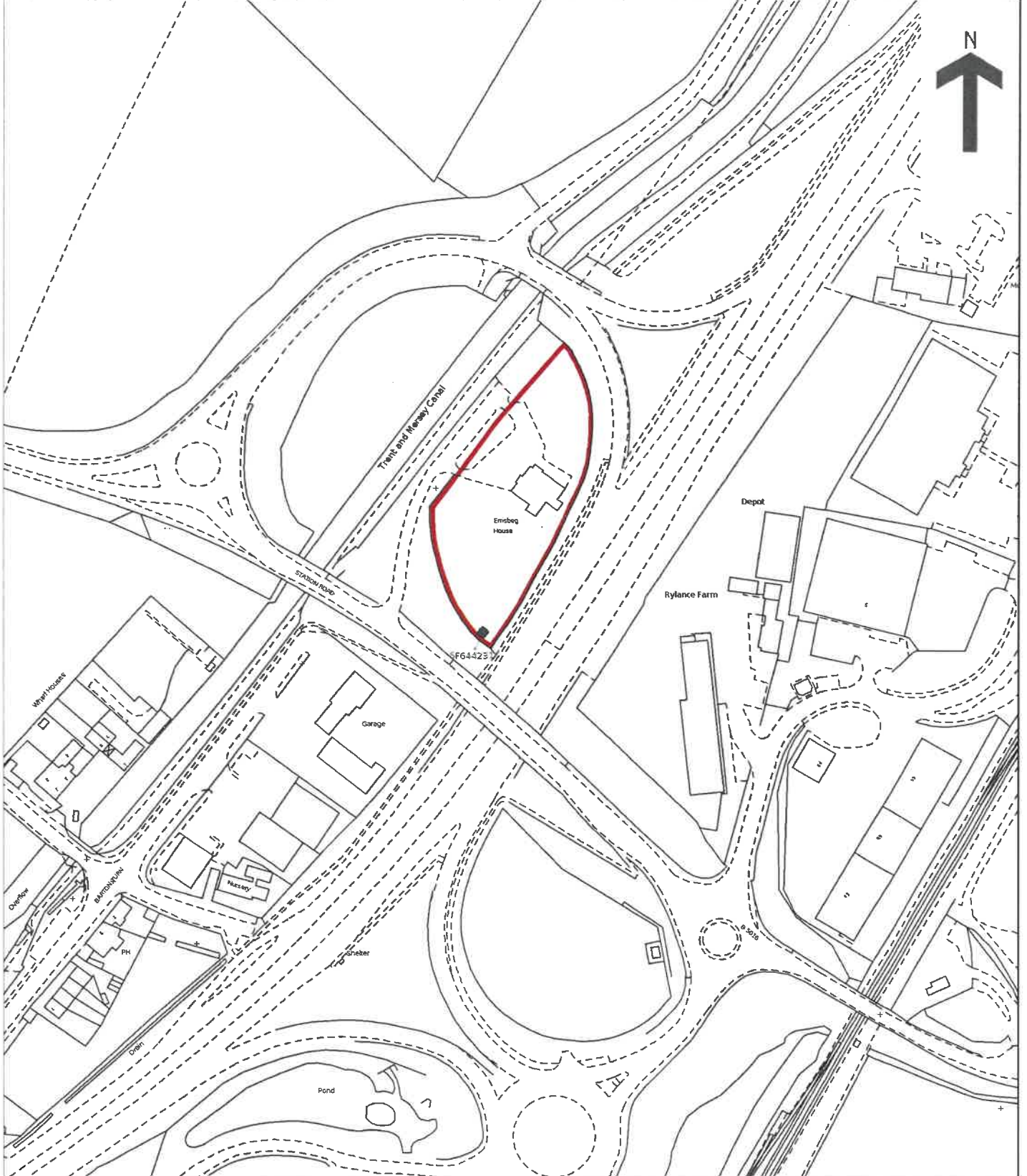
PLAN 2

HM Land Registry
Official copy of
title plan

Title number **SF311799**
Ordnance Survey map reference **SK2018SW**
Scale **1:2500**
Administrative area **Staffordshire : East**
Staffordshire

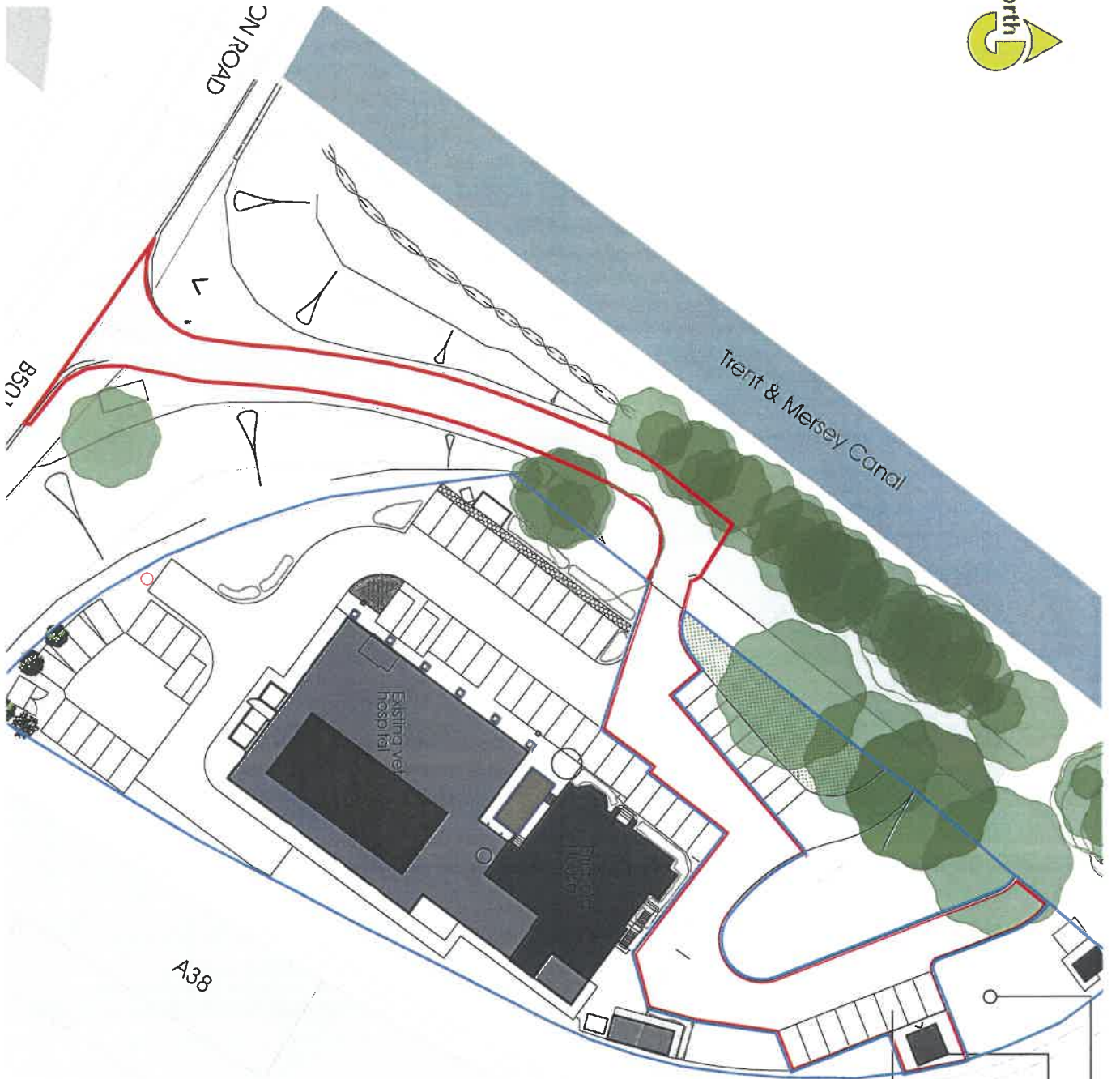


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A handwritten signature in blue ink, located in the bottom right corner of the page.

PLAN 3



- Existing soakaway
- Proposed cabin for dog grooming (Doors facing onto car park)
- Parking allocated for dog grooming

NOTES
 1. All dimensions must be taken in preference to scaled dimensions and any discrepancies must be referred to Urban Designs Ltd immediately.
 2. Contractors, subcontractors and suppliers must verify all dimensions on site before commencing any work or changing any working drawings.
 3. The client must ensure that all necessary permissions and consents are obtained and called out on site prior to commencing the works.
 © Urban Designs Ltd

urbandesigns
 Urban Designs Ltd, Suite 6, Avon Court, Hornpewee Street,
 Baldon Upon Trent, Staffordshire, DE14 1NG
 01283 763763 07930 604627 0845 0095 763
 info@urbandesigns.co.uk
 www.urbandesigns.co.uk

Drawing: **Proposed Site Plan**

Client:
 Job:
Proposed Dog Grooming Cabin
 Erishbeg House
 Off Station Road
 Barton Under Needwood

Scale: **1:500 @ A3**

Date: **December 2021**

Drawn By: **AR**

Checked By:

Drawing No.:

APPENDIX 2

Title Information

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.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number SF311799

Edition date 27.04.2021

- This official copy shows the entries on the register of title on 11 MAY 2021 at 14:28:21.
- 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 06 Mar 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, Birkenhead Office.

A: Property Register

This register describes the land and estate comprised in the title.

STAFFORDSHIRE : EAST STAFFORDSHIRE

- 1 (03.06.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Errisberg House, Barton Turn, Barton Under Needwood, Burton-On-Trent (DE13 8EB).
- 2 (24.01.2019) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 3 (27.04.2021) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (11.01.2017) PROPRIETOR: JONATHAN DAVID MILLS care of West Midlands Referrals Ltd, Unit, 5 Britannia Way, Britannia Enterprise Park, Lichfield WS14 9UY as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham and ANDREW WHITTINGHAM care of West Midlands Referrals Ltd, Unit, 5 Britannia Way, Britannia Enterprise Park, Lichfield WS14 9UY as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham and WESTERBY TRUSTEE SERVICES LIMITED (Co. Regn. No. 02562924) of The Crescent, King Street, Leicester LE1 6RX as Trustees of Westerby Private Pension-JD Mills and Westerby Private Pension - A Whittingham.
- 2 (11.01.2017) The price stated to have been paid on 6 January 2017 was £475,000.
- 3 (11.01.2017) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

B: Proprietorship Register continued

- 4 (11.01.2017) A Transfer dated 6 January 2017 made between (1) Jeffrey Frank Gould and Jennie Elizabeth Dingle and (2) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited contains purchaser's personal covenants.

NOTE: Copy filed.

- 5 (27.04.2017) The address for service of Westerby Trustee Services Limited has been changed.

C: Charges Register

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

- 1 (03.06.1992) The land is subject to the rights granted by a Deed of Grant dated 6 September 1960 made between (1) The Mayor Aldermen and Burgesses of the Borough of Burton Upon Trent (the Landowners) and (2) The South Staffordshire Waterworks Company (the Water Company).

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 2 (24.01.2019) The land is subject to any rights that are granted by a Transfer of the land edged and numbered SF644231 in green on the title plan dated 11 January 2019 made between (1) Jonathan David Mills, Andrew Whittingham and Westerby Trustee Services Limited and (2) Western Power Distribution (East Midlands) Plc and affect the registered land.

The said Deed also contains restrictive covenants by the transferor.

NOTE: Copy filed under SF644231.

- 3 (27.04.2021) The parts of the land affected thereby are subject to the rights granted by a Lease of Veterinary Hospital, Errisberg House dated 9 October 2019 referred to in the schedule of leases hereto.

NOTE: Copy lease filed under SF666481 .

- 4 (27.04.2021) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.04.2021 Edged and numbered 1 in blue (part of)	Veterinary Hospital, Errisberg House (ground floor premises)	09.10.2019 20 years from and including 9 October 2019	SF666481

NOTE: See entry in the Charges Register relating to the rights granted by this lease.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

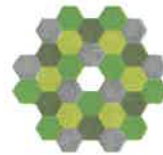
There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 06 March 2023 shows the state of this title plan on 11 May 2021 at 14:28:21. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Birkenhead Office .

HM Land Registry
Official copy of
title plan

Title number **SF311799**
Ordnance Survey map reference **SK2018SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Staffordshire : East
Staffordshire**



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