

DATED 30 SEPTEMBER 2025

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LEASE

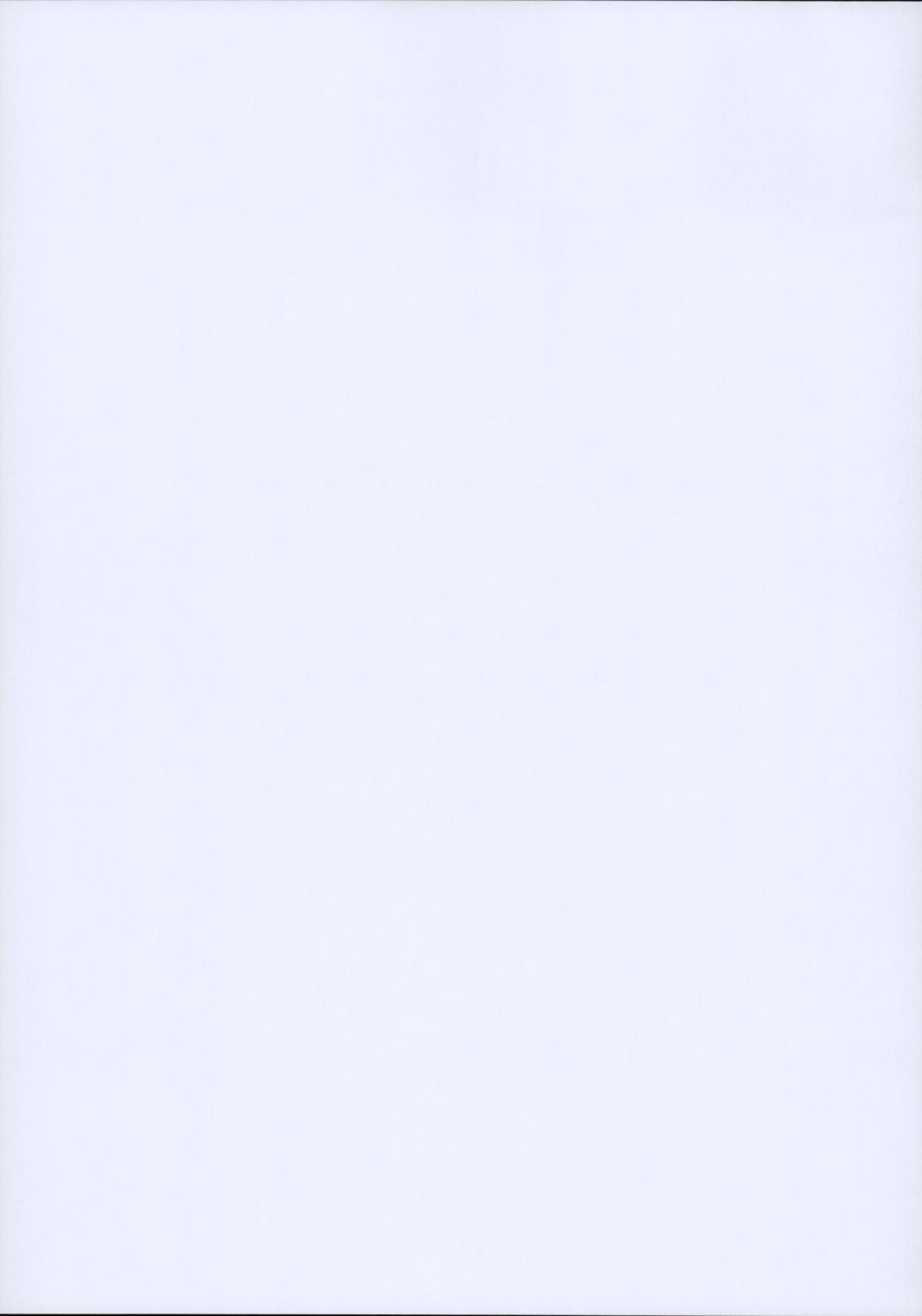
relating to

**CABIN D AT ERRISBERG HOUSE, RYKNILD STREET, BARTON UNDER NEEDWOOD, DE13  
8EB**

between

**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  
and**

**SHAUN DUGHAN**



This lease is dated

30 SEPTEMBER

2025

**HM Land Registry**

**Title numbers: SF311799**

**Administrative area: East Staffordshire**

**PARTIES**

- (1) **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 (**Landlord**).
- (2) **Shaun Dughan** of 1 Orchard Close, Walton On Trent, Swadlincote, Derbyshire, DE12 8NN (**Tenant**).

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this lease.

**1.1 Definitions:**

**Annual Rent:** rent at the rate of £2,042.50 per annum plus VAT and then as revised in accordance with clause 6.1.

**Break Date:** A date which is at least 6 months after service of the Break Notice by the Tenant.

**Break Notice:** Written notice to terminate this lease specifying the Break Date.

**Building:** Errisberg House, Ryknild Street, Barton under Needwood, DE13 8EB shown edged red on the plan attached to this deed marked Plan 2.

**Common Parts:** the Building other than the Property and the other lettable areas at the Building.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of EPC Regulations.

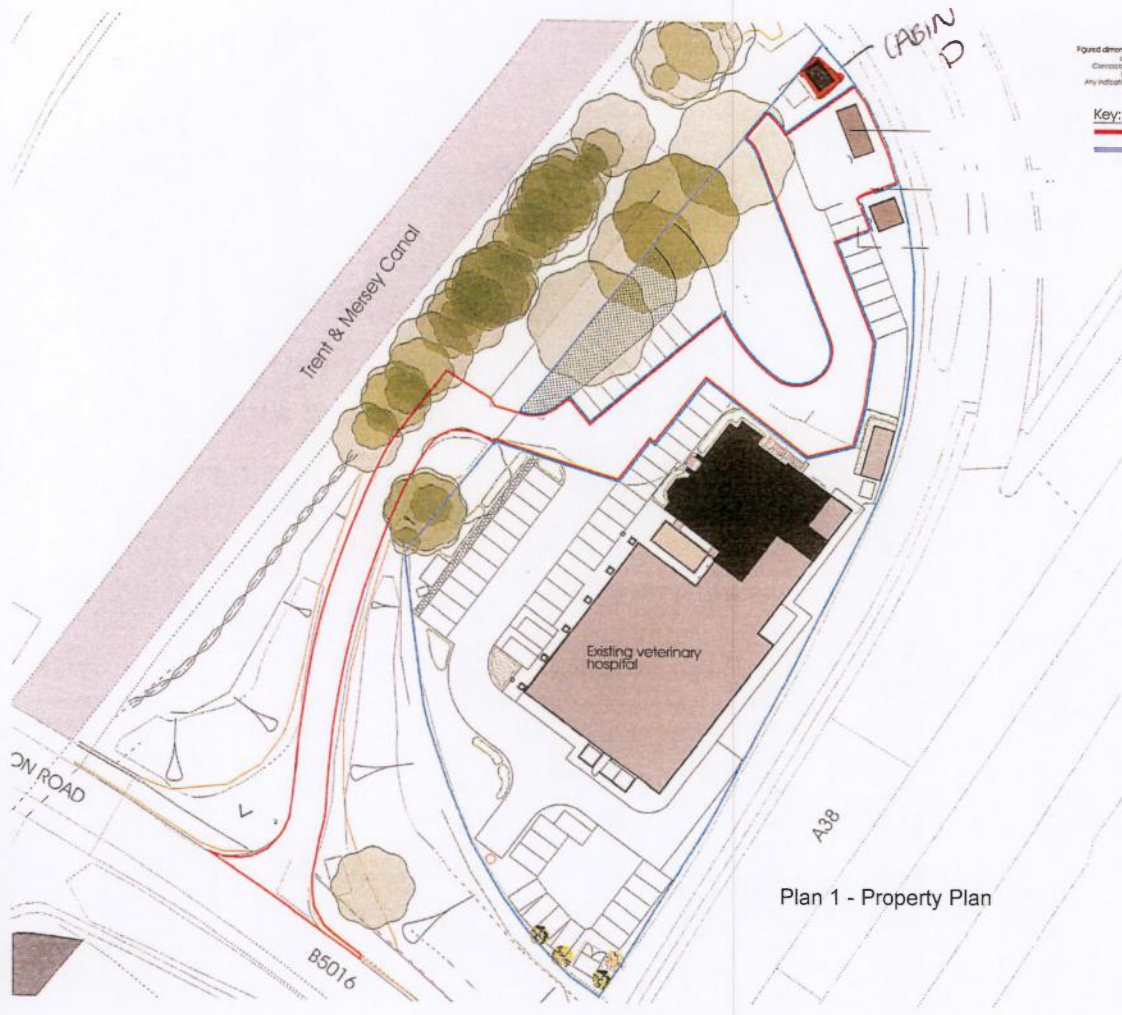
**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)

**Interest Rate:** 4% per annum above the base rate from time to time of Lloyds Bank PLC.

**Permitted Use:** use as a snack bar and the provision of food and hot drinks.

**Property:** the part of the Building known as cabin D shown edged red on the plan and labelled "Cabin D", attached to this lease marked Plan 1.





Plan 1 - Property Plan

NOTE:  
Figured dimensions must be taken in preference to scaled dimensions and only if necessary must be referred to Urban Design Ltd records.  
Contractors, sub-contractors and suppliers must verify all dimensions on site before commencing any work or making any landscape drawings.  
Any installation of services is approximate only and full investigation should be carried out on site prior to commencing the work.  
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**Key:**  
— Site Boundary  
— Ownership Boundary



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 Burton Upon Trent Staffordshire DE14 1NG  
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**Drawn:** Proposed Site Plan  
**Client:** Jonathan Mills  
**Job:** Proposed Beautification Cabin  
 Erisbeg House  
 Off Station Road  
 Barton Under Needwood  
**Scale:** 1:500 @ A3 **Drawn by:** JB  
**Date:** July 2024 **Checked by:** AR  
**Drawing no:** 2024-813-01

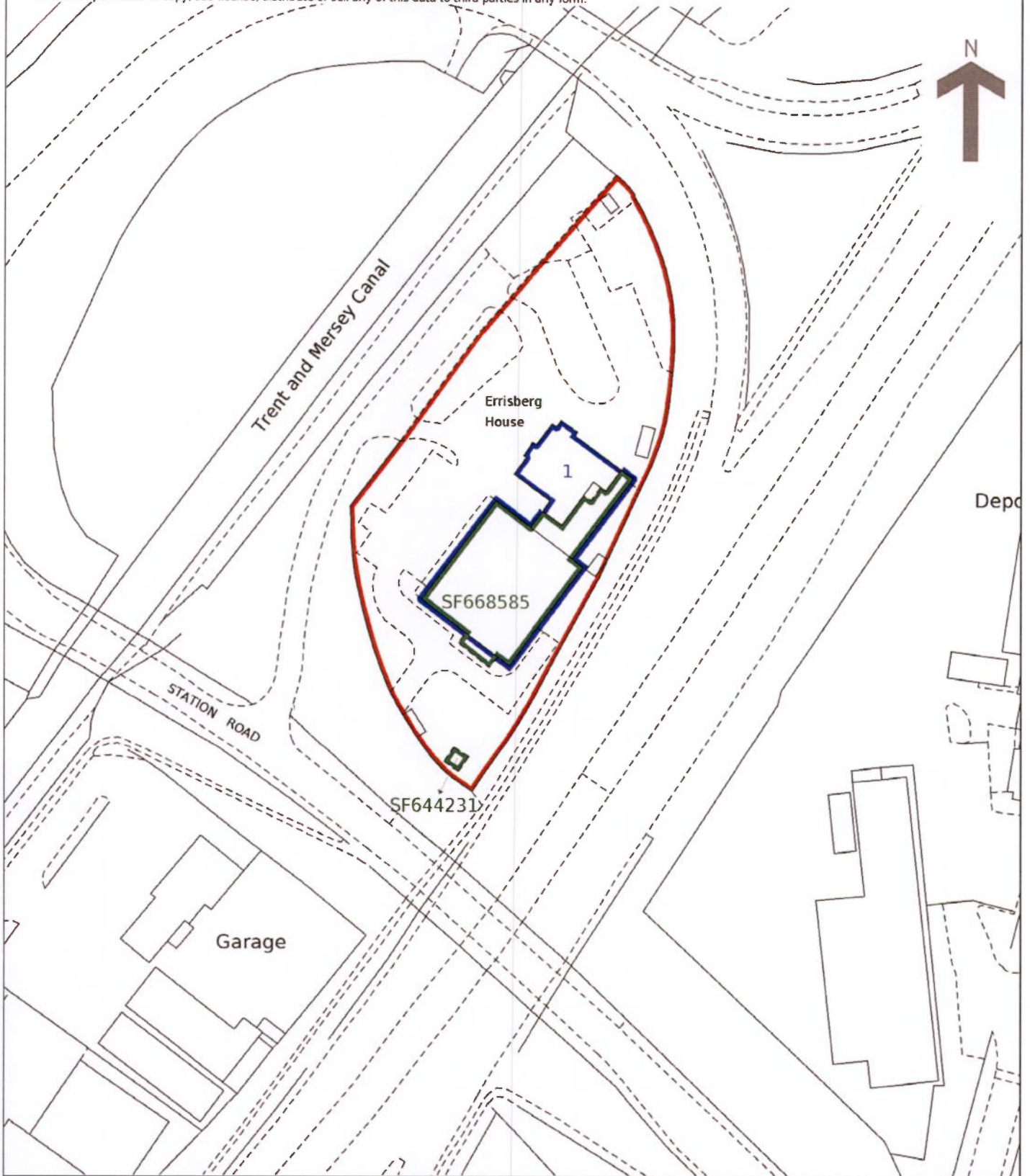


HM Land Registry  
Official copy of  
title plan

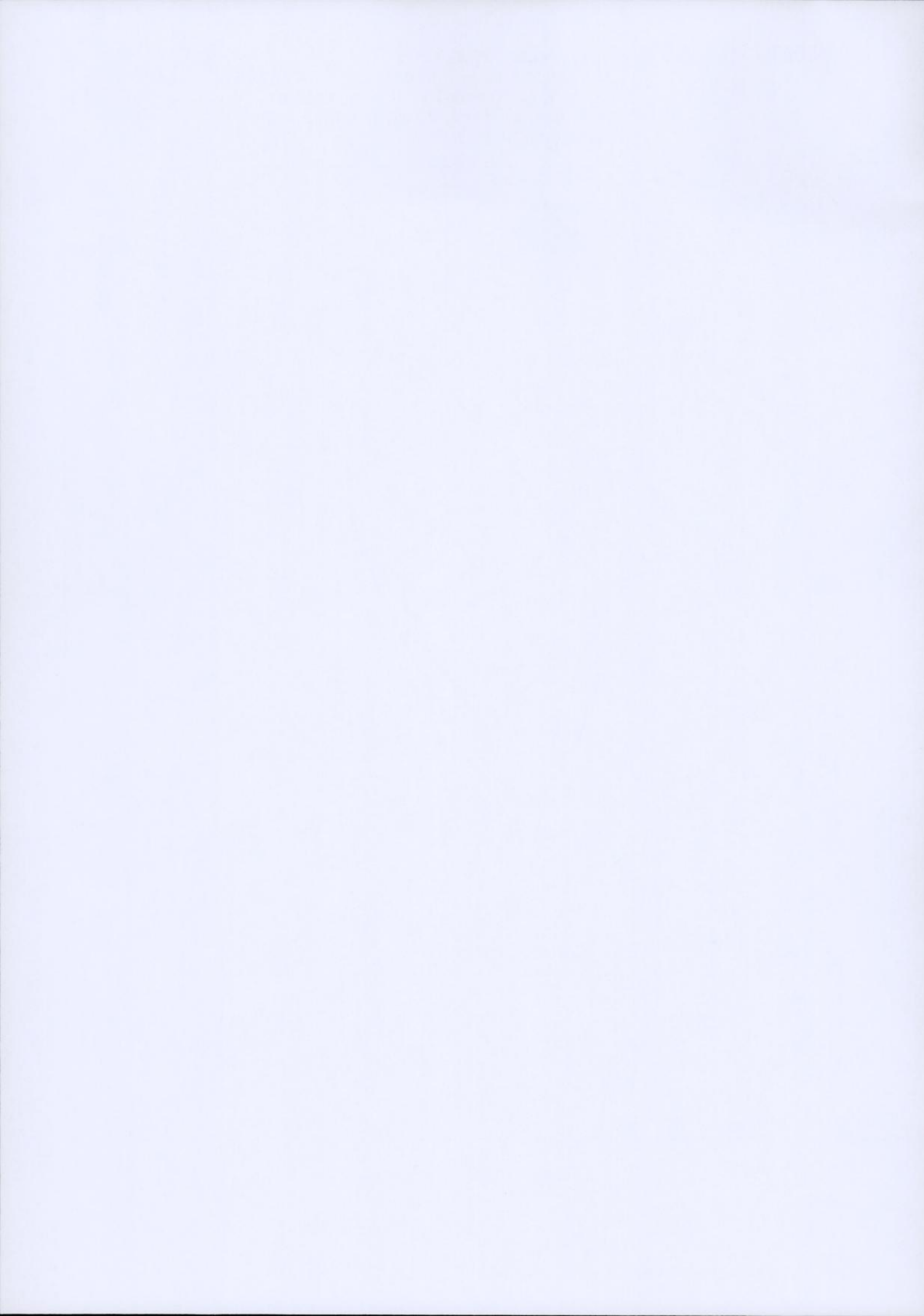
Title number **SF311799**  
Ordnance Survey map reference **SK2018SW**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Staffordshire : East  
Staffordshire**



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Plan 2 - BUILDING PLAN



**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Rent Payment Dates:** 1<sup>st</sup> of every month

**Service Charge:** at the initial rate of £107.50 plus VAT per annum and then as revised pursuant to clause 7 of this lease.

**Service Media:** all media for the supply or removal of heat, electricity, gas, water, sewage, energy and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Term:** a term of 5 years beginning on, and including 1 July 2025 and ending on, and including 30 June 2030.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Building**, the **Common Parts** and the **Property** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.



- 1.9 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A reference to **writing** or **written** excludes fax and email.
- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

## **2. GRANT**

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Building.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent, and all VAT in respect of it, and all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

- 3.1 The Landlord grants the Tenant the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:
- (a) 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;

- (b) the right to use the Common Parts for the purposes of access to and egress from the Property;
- (c) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
- (d) the right to use the lavatories on the first floor of the main building at the Building; and
- (e) the right to park private car or motorbike belonging to the Tenant, its employees and visitors in such spaces within the car park at the Building that the Landlord designates from time to time.

3.2 In relation to the Right mentioned in clause 3.1(c), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.3 The Tenant shall exercise the Rights:

- (a) only in connection with its use of the Property for the Permitted Use and in a manner that is consistent with its obligations in clause 12.2;
- (b) in accordance with any regulations made by the Landlord as mentioned in clause 12.5; and
- (c) in accordance with all relevant laws.

3.4 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any other part of the Building or any other property or is to be taken to show that the Tenant may have any right over the Common Parts or any other part of the Building or any other property, and section 62 of the LPA 1925 does not apply to this lease.

3.5 Within one month after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

#### **4. RIGHTS EXCEPTED AND RESERVED**

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**):



- (a) rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property; the right to install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property) and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this clause;
- (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant;
- (d) at any time during the Term, the full and free right to develop land other than the Property, whether or not such land is owned by the Landlord, as the Landlord may think fit.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

## **5. THE ANNUAL RENT AND OTHER PAYMENTS**

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments on the Rent Payment Dates.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next Rent Payment Date.

5.1 The Tenant shall pay the Service Charge and any VAT in respect of it by equal instalments in advance on dates agreed with the Landlord. The Service Charge is a contribution towards the Landlord carrying out the services set out in clause 9.1 and the Landlord insuring the Building in accordance with clause 8.

5.2 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or



against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

- 5.3 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent or approval applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court and for serving notices in connection with section 17 of the Landlord and Tenant (Covenants) Act 1995 and for any variation of the terms of this Lease and for the preparation and service of a schedule of dilapidations in connection with this lease.
- 5.4 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 5.5 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.
- 5.6 The Tenant shall pay all rates due for the Property.

## **6. REVIEW OF THE ANNUAL RENT**

- 6.1 The Landlord shall be entitled to review the Annual Rent on 1 January 2028 and every three years thereafter (the "Review Date")
- 6.2 The Annual Rent shall be reviewed to equal:
- (a) the amount agreed between the Landlord and Tenant at any time; or
  - (b) in the absence of such agreement, the greater of:
    - (i) the Annual Rent payable immediately before the Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
    - (ii) the market rent for the Property as determined by the Landlord.



**7. REVIEW OF THE SERVICE CHARGE**

7.1 The Landlord shall be entitled to review the Service Charge on each anniversary of the date of this lease. The Service Charge shall be reviewed to equal:

- (a) the Service Charge payable immediately before the relevant date on which the Service Charge is reviewed; or, if greater;
- (b) a fair proportion of the cost the Landlord incurs in carrying out the services set out in clause 9.1 and a fair proportion of the premium paid by the Landlord to insure the Building in accordance with clause 8.

7.2 The Tenant shall pay the revised Service Charge following the Service Charge review in accordance with clause 7.1.

**8. INSURANCE**

8.1 The Landlord shall keep the Building insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.

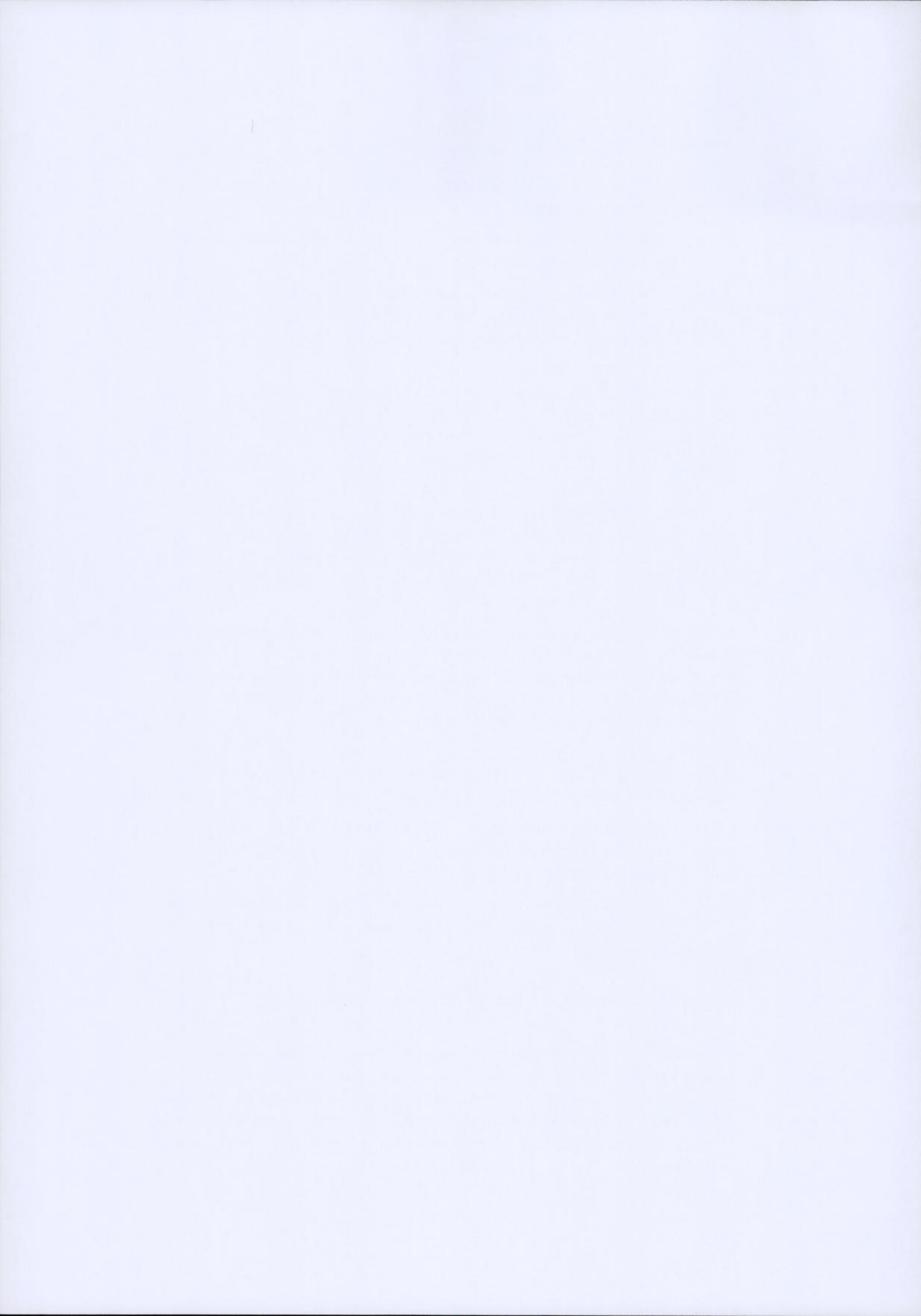
8.2 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.

8.3 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, then provided that:

- (a) the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant; and
- (b) the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of it having been damaged or destroyed,

the Tenant may determine this lease by giving notice to the Landlord.

8.4 If the Building is destroyed or damaged by a risk against which the Landlord is not obliged to insure pursuant to clause 8.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.



8.5 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of six months mentioned in clause 8.3(b) or the period of six months mentioned in clause 8.4 had ended), then:

- (a) payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended; and
- (b) the Tenant shall not be liable to carry out any works of repair to the Property

until the Building has been repaired so as to make the Property fit for occupation and use or, if earlier, this lease is terminated.

8.6 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

8.7 Nothing in this clause shall oblige the Landlord to repair the Building.

## **9. SERVICES**

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

- (a) to keep the Common Parts clean and tidy and the internal Common Parts adequately lit;
- (b) to provide electricity, water and sewage and any other utilities to the Property and to the Common Parts; and
- (c) to keep the Service Media at the Property and the Building and owned by the Landlord in reasonable working order.

9.2 Subject to the Tenant paying the Service Charge, the Landlord shall pay all present and future taxes and other impositions and outgoings payable in respect of the Common Parts, its use and any works carried out there.

9.3 The Landlord shall not be liable for any loss or inconvenience arising from any failure or interruption of any service mentioned in clause 9.1 (or any other service provided by the Landlord) due to the carrying out of any necessary repairs or servicing nor due to any act or omission that is beyond the reasonable control of the Landlord (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).



**10. PROHIBITION OF DEALINGS**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

**11. REPAIRS, DECORATION, ALTERATIONS AND SIGNS**

11.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside but not the outside of the windows at the Property, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.

11.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.

11.3 The Tenant shall decorate the Property during every third year of the Term and also in the last three months before the end of the Term to the satisfaction of the Landlord and using materials and colours approved by the Landlord.

11.4 The Tenant shall keep the Property in a good state of repair and condition, but shall not be obliged to remedy any disrepair which results from any risk against which the Landlord has insured (provided that the Tenant, or any person at the Building with the actual or implied authority of the Tenant, has not vitiated the Landlord's insurance policy).

11.5 The Tenant shall not make any alteration to the Property.

11.6 The Tenant shall not install, or alter the route of, any Service Media at and forming part of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

11.7 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building. The Tenant may place a nameplate of a design and in a position on the Common Parts as are approved by the Landlord.

11.8 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works



needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

## **12. Use**

- 12.1 The Tenant shall not use the Property for any purpose except the Permitted Use.
- 12.2 The Tenant shall not use the Property or exercise any of the Rights:
- (a) for any illegal purpose; or
  - (b) for any purpose in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or
  - (c) in any way that would vitiate the Landlord's insurance of the Building; or
  - (d) in a manner that would interfere with any right subject to which this lease is granted.
- 12.3 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.
- 12.4 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use of all Service Media and machinery and equipment at or serving the Property; and
  - (c) all materials kept at or disposed from the Property.
- 12.5 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Common Parts and the management of the Building.
- 12.6 The Tenant shall not, without the prior written consent of the Landlord, interfere with, tamper, damage or connect into the electrical supply outlets, the smoke detectors, fire alarms or fire prevention equipment at the Property or the Building

## **13. RETURNING THE PROPERTY TO THE LANDLORD**

- 13.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all chattels belonging to or used by it.



13.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

**14. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property or the Common Parts with its actual or implied authority.

**15. LANDLORD'S COVENANT FOR QUIET ENJOYMENT**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**16. RE-ENTRY AND FORFEITURE**

16.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this lease.

16.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

**17. EXERCISE OF BREAK**

17.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord.

17.2 A Break Notice shall be of no effect if, at the Break Date:



- (a) the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; or
- (b) vacant possession of the whole of the Property is not given.

17.3 Subject to clause 17.2, following service of a Break Notice this lease shall terminate on the Break Date.

17.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

17.5 If this lease terminates in accordance with clause 17.3 then, within 14 days after the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

## **18. JOINT AND SEVERAL LIABILITY**

18.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

18.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

18.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

## **19. NOTICES**

19.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given:
  - (i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.



- 19.2 If a notice complies with clause 19.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 19.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 19.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 19.5 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.
- 19.6 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

## **20. ENTIRE AGREEMENT**

- 20.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 20.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 20.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 20.4 Nothing in this clause shall limit or exclude any liability for fraud.



**21. GOVERNING LAW**

This lease and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

**23. MISCELLANEOUS**

23.1 A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

23.3 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building; and
- (c) allow such access to the Landlord or its surveyors and contractors to carry out any works that might be necessary to ensure compliance with the EPC Regulations.

23.4 The Tenant shall not commission an Energy Performance Certificate for the Property without the Landlord's consent and shall not carry out any works to the Property which would, or may be reasonably expected to, have an adverse effect on the asset rating in the Energy Performance Certificate for the Property or the Building.



**24. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

24.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease not less than 14 days, before this lease was entered into; and
- (b) the Tenant or a person who was duly authorised by the Tenant to do so made a declaration dated *19 AUGUST*.....2025 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

24.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



Signed as a deed by  
**Jonathan Mills**  
in the presence of:

.....  
Jonathan Mills

.....  
Signature of Witness

.....  
Name of Witness

.....

.....  
Address of Witness

.....  
Occupation of Witness

Signed as a deed by  
**Andrew Whittingham**  
in the presence of:

.....  
Andrew Whittingham

.....  
Signature of Witness

.....  
Name of Witness

.....

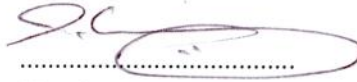
.....  
Address of Witness

.....  
Occupation of Witness



Executed as a deed by  
**Westerby Trustee Services Ltd**

acting by a director  
in the presence of:



Director

*Peaman*  
Signature of Witness

*NICKI PEAMAN*  
Name of Witness

**Westerby Trustee Services Limited**

The Crescent, King Street  
Leicester, LE1 6RX  
FCA: 463533



Address of Witness

*Client Team Manager*  
Occupation of Witness

Signed as a deed by  
**Shaun Dughan**

in the presence of:

.....  
Shaun Dughan

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness

Signed as a deed by  
**Jonathan Mills**  
in the presence of:

.....  
Jonathan Mills

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness

Westofly Trustee Services Limited  
The Crescent, King Street  
Leicester, LE1 6RX  
FOA: 48323

Signed as a deed by  
**Andrew Whittingham**  
in the presence of:

.....  
Andrew Whittingham

.....  
Signature of Witness

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness