

DATED

LICENCE TO UNDERLET

relating to

FIRST FLOOR 53/53A ALBERT ROAD BLACKPOOL

between

COLSTON TRUSTEES LIMITED AND PETER CHANG

and

ACCESS DISABILITY LIMITED

and

KEITH BUTCHER and ALEXANDER KIRKMAN

and

PRZEMEK MALCHOWSKI

This licence is dated

PARTIES

- (1) **Colston Trustees Limited** incorporated and registered in England and Wales with company number 6867955 whose registered office is at 3 Temple Quay Temple Back East Bristol BS1 6DZ and **Peter Chang** of 5 The Calders Liverpool L18 3LN (**Landlord**).
- (2) **Access Disability Limited** incorporated and registered in England and Wales with company number 5248941 whose registered office is at 53 Albert Road Blackpool FY1 4PW (**Tenant**).
- (3) **Keith Butcher** of [] and **Alexander Kirkman** of [] (**Tenant's Guarantor**)
- (4) **Przemek Malchowski** of [] (**Undertenant**).

BACKGROUND

- (A) This licence is supplemental and collateral to the Lease and Underlease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the term granted by the Lease is vested in the Tenant.
- (D) The Tenant intends to underlet part of the property demised by the Lease and, under the terms of the Lease, requires the consent of the Landlord to grant the Underlease.
- (E) In the Lease the Tenant's Guarantor entered into a guarantee and other covenants in respect of the tenant covenants of the Lease.

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Lease: a lease of 53 Albert Road Blackpool FY1 4PW dated 14 July 2010 and made between Capita Life Pensions Regulated Services Limited (1) Access Disability Limited (2) and Keith Butcher and Alexander Kirkman (3), and all documents supplemental or collateral to that lease.

Underlease: an underlease of the Underlet Property to be entered into between the Tenant (1) and the Undertenant (2).

Underlet Property: First Floor 53 Albert Road Blackpool FY1 4PW, being part of the property demised by the Lease and as more particularly described in the Underlease.

LTA 1954: Landlord and Tenant Act 1954.

1995 Act: Landlord and Tenant (Covenants) Act 1995.

- 1.2 References to the **Landlord** include a reference to the person entitled for the time being to the immediate reversion to the Lease. Except in the definition of **Underlease** and in clause 2 and clause 3.1, references to the **Tenant** and the **Undertenant** include a reference to their respective successors in title and assigns.
- 1.3 The expression **tenant covenants** has the meaning given to it by the 1995 Act.
- 1.4 Clause, Schedule and paragraph headings shall not affect the interpretation of this licence.
- 1.5 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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.
- 1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** includes fax but not e-mail.
- 1.11 A reference to this licence or to any other agreement or document is a reference to this licence or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this licence) from time to time.
- 1.12 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this licence and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 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.

2. CONSENT TO UNDERLET

2.1 In consideration of the obligations of the Tenant and the Undertenant in this licence, the Landlord consents to the grant of the Underlease by the Tenant to the Undertenant.

2.2 This consent is valid for three months from (and including) the date of this licence. If the Underlease has not been granted within that time, the Landlord may give notice to the Tenant extending the period of validity. If this consent ceases to be valid and the Landlord has not given notice extending its validity, all the terms of this licence except clause 2.1 shall remain in force.

2.3 This consent does not obviate the need for the consent or licence of any person other than the Landlord that may be required for the grant of the Underlease.

2.4 The Underlease shall be in the form of the draft annexed to this licence

3. OBLIGATIONS RELATING TO THE UNDERLEASE

3.1 The Tenant shall not grant the Underlease until the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the Undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the Underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the Undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

3.2 The Undertenant shall not occupy, and the Tenant shall not allow the Undertenant to occupy, the Underlet Property or any part of it before the Underlease is granted.

3.3 The Undertenant shall duly execute a duplicate of the counterpart of the Underlease.

3.4 Within one month after the grant of the Underlease, the Tenant shall:

- (a) notify the Landlord of the grant;
- (b) send a certified copy of the Underlease to the Landlord;
- (c) send the duplicate of the counterpart of the Underlease, duly executed, to the Landlord; and
- (d) pay the Landlord's registration fee of £50.00 plus value added tax.

3.5 The Tenant shall enforce the tenant covenants of the Underlease and not release any of them nor waive any breach of them.

- 3.6 The Tenant shall not vary the terms of the Underlease nor accept a surrender of the Underlease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 3.7 The Tenant shall not reduce, accelerate or commute any rent payable under the Underlease nor take any other step that may restrict the Landlord's statutory powers to collect the Underlease rents.
- 3.8 On any rent review under the Underlease, the Tenant shall:
- (a) ensure that the review is carried out in accordance with the Underlease;
 - (b) not agree any revised rent without the consent of the Landlord, such consent not to be unreasonably withheld; and
 - (c) ensure that where the amount of the revised rent is being determined by an independent third party, the Landlord's representations concerning the revised rent are put to that third party to the reasonable satisfaction of the Landlord.
- 3.9 The Undertenant covenants with the Landlord that at all times when the Undertenant is bound by the tenant covenants of the Underlease the Undertenant shall:
- (a) pay the rents reserved by the Underlease and observe and perform the tenant covenants in the Underlease and not omit, suffer or permit anything at or in relation to the Underlet Property or the Underlease that will or may constitute a breach of those tenant covenants; and
 - (b) observe and perform the tenant covenants in the Lease (as far as they relate to the Underlet Property and rights granted to the Undertenant) except for the covenant to pay the rents reserved by the Lease and not do, suffer, permit or omit to do any act or thing at, or in relation to, the Underlet Property that would, or might, cause the Tenant to be in breach of any covenant or condition in the Lease, or that if done, suffered, permitted or omitted by the Tenant, would, or might, constitute a breach of any covenant or condition in the Lease.

4. COSTS

On completion of this licence the Tenant shall pay the reasonable costs and disbursements of the Landlord's solicitors (capped at £750 plus VAT) and its managing agents in connection with this licence including any costs and disbursements incurred or to be incurred in registering this licence. This obligation extends to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements

5. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition of this licence is breached, as well as if any of the events stated in the provision for re-entry in the Lease occurs.

6. INDEMNITY

The Tenant and the Undertenant shall indemnify the Landlord against all liabilities, costs, expenses, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of the terms of this licence.

7. THE TENANT'S GUARANTOR

7.1 The Tenant's Guarantor consents to the Tenant entering into this licence.

7.2 The consent granted by this licence is granted at the request of the Tenant's Guarantor. In consideration of the consent granted by the Landlord, and subject to clause 7.4, the Tenant's Guarantor agrees that its guarantee and other obligations under the Lease shall remain fully effective and:

- (a) to the extent that any provision of this licence varies the terms of the Lease, shall apply to the Lease as varied; and
- (b) subject to clause 7.2(a), shall not be released or diminished by any provision of this licence.

7.3 In further consideration of the consent granted by the Landlord, and subject to clause 7.4, the Tenant's Guarantor agrees that its guarantee and other obligations under the Lease shall extend and apply to the covenants given by, and the obligations on the part of, the Tenant under this licence.

7.4 Nothing in this licence shall prevent or limit the operation of section 18 of the Landlord and Tenant (Covenants) Act 1995.

8. NOTICES

Any notice given under or in connection with this licence shall be in writing and shall be delivered by hand, or sent by pre-paid first class post, or other next working day delivery service or by any other means permitted by the Lease. A correctly addressed notice delivered by hand shall be deemed to have been delivered at the time the notice is left at the proper address. A correctly addressed notice sent by pre-paid first class post or other next working day delivery service shall be deemed to have been delivered on the second working day after posting.

9. LIABILITY

9.1 The obligations of the Tenant and the Undertenant in this licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.1.

9.2 At any time when the Tenant or the Undertenant is more than one person, then, in each case, those persons shall be jointly and severally liable for their respective obligations and liabilities arising by virtue of this licence or the Underlease. 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 those persons.

10. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

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

SCHEDULE – AGREED FORM LEASE

Executed as a deed by
COLSTON TRUSTEES LIMITED
acting by
, a director in the presence of

.....
Director

.....
Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by
PETER CHANG
in the presence of

.....

.....
Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by
ACCESS DISABILITY LIMITED
acting by
, a director in the presence of

.....
Director

.....
Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by
KEITH BUTCHER
in the presence of

.....
Signature of Witness

Name of Witness

Address of Witness

Executed as a deed by
ALEXANDER KIRKMAN
in the presence of

.....
Signature of Witness

Name of Witness

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Executed as a deed by
PRZEEMEK MALCHOWSKI
in the presence of

.....
Signature of Witness

Name of Witness

Address of Witness