LEASE

DATE 27.10.2024

BETWEEN

1. Nasrat Shoaib o[redacted] ("the **Landlord**")
2. CARRIE-ANNE RIDSDALE of 7 Meadow Road, Blackwood, NP12 2AG ("the **Tenant**")

Definitions and Interpretation

1. In this Lease, the following definitions are used:

Insurance Rent	the yearly gross cost of the premium (before any discount or commission) for the insurance of the Property (other than any plate glass) for its full reinstatement costs against loss or damage of the Insured Risks including demolition, site clearance and incidental costs expenses and VAT.
Insured Risks	loss or damage by fire and such other risks as the Landlord considers prudent to insure against on the basis that such insurance is available in the market on reasonable terms acceptable to the Landlord.
Legislation	all Acts of Parliament and all orders regulations and bye-laws made to any Act of Parliament.
Lease	this lease.
Permitted Use	use as a shop for the sale of Charity shop
Prescribed Rate	interest at a rate of 4 per cent above the base rate from time to time of The Royal Bank of Scotland plc.
Property	the land and buildings known as 6 commercial street , Pontypool, NP4 6JJ owned by the Landlord and registered under Title Numbe[redacted]
Rent	rent of £6,600.00 per annum for the Term.
Rent Payment Date	27 October 2024.
Service Media	all sewers, drains, pipes, wires, cables, ventilation ducts, heating ducts, gas, electricity, water, sewage, telecommunications and other conducting media.
Term	the term of 1 year from and including 27 October 2024.
VAT	value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement tax.

2. In this Lease, unless the context requires a different interpretation:
   a. Words importing one gender include all other genders and words importing the singular include the plural and vice versa.

b. If two or more persons are together the Tenant, their obligations to the Landlord shall be joint and several.

c. Any obligation on the Tenant to do or not to do something includes an obligation on the Tenant to use their reasonable endeavours to ensure that no other person does or fails to do that same thing.

d. A reference to the Term is the contractual term of this Lease.

e. A reference to the end of the Term is to the end of the term however it ends.

f. A reference to a person includes firms, companies, government entities, trusts and partnerships.

g. The headings and sub-headings do not form part of this Lease.

h. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, schedules or appendices of this Lease.

Grant of the Lease

3. The Landlord lets the Property to the Tenant for the Term TOGETHER WITH with the rights in Schedule 1 excepting and reserving to the Landlord the rights in Schedule 2

4. The Lease is made with the Tenant paying as rent to the Landlord, the Rent and any VAT, the Insurance Rent, any interest payable under this lease and all other sums due under this lease.

Tenant's Obligations

5. The Tenant covenants with the Landlord **to**:

a. pay the Rent by equal monthly instalments in advance on the 27th day of every month together with any VAT, by standing order;

b. pay the Insurance Rent on demand and if the Landlord insured the Property with other land the amount of the Insurance Rent shall be a fair proportion of the total cost;

c. pay all costs in connection with the supply and removal of electricity, gas, water, sewerage, telecommunications, data, services and other utilities to or from the Property;

d. pay on demand a fair proportion of the costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media used by the Property in common with other property;

e. pay interest at the Prescribed Rate on any instalment of the Rent which shall not have been paid to the Landlord on the date 14 days after the due date;

f. comply with all laws and recommendations of the suppliers of any services and utilities at the Property;

g. keep the Property and all Landlord's fixtures and fittings at all times in good repair and condition (damage by an Insured Risk excepted unless the policy has been vitiated or monies refused in whole or in part by some act or default by the Tenant or its agents);

h. keep all drains and sewers clean;

i. only use the Property for the Permitted Use PROVIDED that nothing contained in this Lease shall imply or be deemed to be a warranty that the Property may under all Town Planning laws and regulations now or from time to time in force be used for the Permitted Use;

j. decorate the outside and inside of the Property as often as is reasonably necessary and also in the last three months of the Term;

k. replace the floor coverings at the Property within three months before the end of the Term with new ones of good similar quality;

l. inform the Landlord immediately of any damage or loss relating to the Property from an Insured Risk;

m. comply at all times with the requirements and recommendations of the insurers relating to the Property and comply with all requirements placed on the Tenant of all Legislation and of all authorities as to the condition and use of the Property;

n. pay an amount equal to any insurance money that the insurers refuse to pay by reason of any act or omission of the Tenant at the Property;

o. permit the Landlord and those authorised by it after reasonable notice (except in a case of emergency) to enter upon the Property or any part thereof for purposes of inspecting the Property or repairing rebuilding or replacing any adjoining premises or any Service Media;

p. comply with acts and statutes in force relating to the use or occupation of the Property;

q. permit the Landlord to enter on the Property on prior written notice (except in a case of emergency) for any reasonable purpose;

r. pay all proper costs and expenses (including solicitors' costs, Counsel's fees, bailiffs' fees and surveyors' fees) reasonably incurred by the Landlord:

   i. incidental to or in contemplation of the preparation and service of a Schedule of Dilapidations and/or a notice under Sections 146 and 147 of the Law of Property Act 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court);

   ii. in connection with every application for any consent made under this Lease whether such consent shall be granted or not unless unlawfully withheld by the Landlord;

   iii. in connection with the recovery of arrears of rent and insurance contribution;

   iv. arising from any breach of the covenants on the part of the Tenant contained in this Lease.

s. keep the Property open for trading on the days and during hours as are usual for the local area PROVIDED THAT the Tenant is not required to keep the Property open if occupation or trading would be in breach of other clauses in this Lease;

t. keep the shop window of the Property appropriately dressed and lit;

u. indemnify the Landlord against any claims, proceedings, demands, damages, losses, costs and expenses incurred which might be brought against the Landlord by any servants, workpeople, agents or licensees of the Tenant in connection with any breach of the tenant covenants in this Lease other than due to the act or default of the Landlord or its agent.

6. The Tenant covenants with the Landlord **not to**:

a. attach any sign to the outside of the Property except a sign of a design, size and position approved by the Landlord and before the end of the Term the Tenant shall remove any signs placed on the Property and make good any damage caused to the Property by the removal;

b. make any alteration or addition to the structure, external or internal parts of the Property.

c. store on the Property any petrol or other flammable substances;

d. use the Property for any noxious, noisy or offensive trade or business nor for any illegal or immoral act or use;

e. keep any animals at the Property or to hold any sales by auction;

f. do anything in or on the Property which may become a nuisance, annoyance, disturbance or inconvenience to neighbouring properties;

g. use the Property for residential purposes;

h. permit trade empties to collect on the Property;

i. obstruct the drains and Service Media;

j. keep or place any items on any external part of the Property (whether or not items are for sale);

k. do anything at the Property which may make any policy of insurance void or voidable.

Dealing With the Property

7. The Tenant **can not**:
   a. assign the whole or any part only of the Property;
   b. underlet the whole or any part only of the Property;
   c. charge the whole or any part of the Property;
   d. share or part with the possession of the Property .

End of the Lease

8. At the end of the Term the Tenant **must**:
   a. yield up the Property and all fixtures (other than tenant's and trade fixtures) in such repair and condition as is required by the Tenant's covenants and obligations in this Lease;
   b. vacate the Property and remove all of the Tenant's items from the Property.

Landlord's Obligations

9. The Landlord covenants with the Tenant as follows:
   a. that so long as the Tenant pays the rents reserved and complies with its obligations in this Lease the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person lawfully claiming under, through or in trust for the Landlord except as permitted under this Lease;
   b. to keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the full reinstatement cost.
10. If the Property or any part thereof shall be so destroyed or damaged so as to be unfit for occupation and use then this Lease shall terminate immediately.

Security of Tenure

11. The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (the 1954 Act) are excluded in relation to the tenancy created by this Lease. The Tenant confirms that before it became contractually bound to enter into the tenancy created by this Lease:
    a. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act and which applies to the tenancy created by this lease, before this Lease was entered into;
    b. the Tenant, or a person duly authorised by the Tenant, in relation to the notice made a declaration (the "Declaration") in accordance with the requirements of section 38A(3)(b) of the 1954 Act in a form complying with the requirements of Schedule 2 of the Order.
12. The Tenant further confirms that, where the Declaration was made by a person other than the Tenant, the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf.

Break Clause

13. If the Landlord wishes to determine this Lease at any time and shall give to the Tenant not less than 1 calendar month's notice in writing of such intention then upon the expiry of such notice this Lease shall immediately cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant.

General

PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED that:

14. The Landlord is entitled to re-enter upon the Property if:

    a. any part of the rents hereby reserved are not paid within fourteen days after becoming due, whether formally demanded or not or any breach of any covenant in this Lease;

    b. the Tenant fails or neglects to perform or observe any of the provisions of this Lease;

    c. the Tenant being a company:

        i. has a winding-up petition presented against or by it, or applies for or is subject to an application for an administration order, or an administration order is made, or notice of intention to appoint an administrator or notice of appointment of an administrator is given (whether filed at court or served on any party);

        ii. passes a winding-up resolution or enters into liquidation (other than a members voluntary winding up for the purpose of reconstruction or amalgamation with a solvent body corporate); or

        iii. has a receiver, or an administrative receiver, or a receiver and manager appointed; or

    d. the Tenant being an individual:

        i. becomes bankrupt;

        ii. makes an application to the Court for an interim order under Part VIII of the Insolvency Act 1986; or

        iii. a statutory demand under the Insolvency Act 1986 is served on them.

15. Upon re-entry by the Landlord this Lease shall determine absolutely but without prejudice any right of action or remedy of the Landlord in respect of any breach of the Tenant's covenants existing at the date of re-entry.

16. Subject to the provisions of sub-section (2) of section 38 of the Landlord and Tenant Act 1954 neither the Tenant nor any person deriving title from the Tenant to the whole or any part of the Property shall be entitled on quitting the Property to any compensation under section 37 of the said Act.

17. In this Lease any references to the rents hereby reserved or any other sums payable by the Tenant under the terms of this Lease shall be exclusive of any Value Added Tax that is payable from time to time on such amounts and the Tenant shall pay any such Value Added Tax.

18. The provisions of section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notices served or in connection with this Lease as if such notices were notices required or authorised under the Acts.

19. Any 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.

20. The Landlord and the Tenant acknowledge that entering into this Lease it does not rely on any representation or warranty given by the other.

21. This Agreement shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

This Lease is executed as a deed on the day and year first written above.

SCHEDULE 1

Rights Granted to the Tenant

The following rights for the Tenant, its servants, employees, agents, workmen and visitors in common with the Landlord and others:

1. A right of light, air, support and protection.
2. A right to the passage of services through all Service Media comprised in any adjoining or neighbouring property of the Landlord which serves the Property.
3. _____

SCHEDULE 2

Rights Excepted to the Landlord

The following rights are reserved for the Landlord, its servants, employees, agents, workmen:

1. All rights of light, air, support, protection and other easements over other land or premises and all rights and easements belonging to or enjoyed by any adjoining or neighbouring premises.
2. The right to the passage of soil, water, gas, electricity, heating, ventilation, air conditioning and other services through any Service Media comprised in the Property from and to any adjoining or neighbouring premises.
3. The right to carry out any works upon and otherwise deal with any adjoining or neighbouring premises as the Landlord may think fit notwithstanding any interference with any right of light or air or other easement enjoyed by the Property or any nuisance or inconvenience caused to the occupier.
4. The right to erect scaffolding at the Property in connection with any of the rights reserved to the landlord.
5. The right to build on, to connect with or otherwise take into use any of the walls or fence surrounding the Property and any Service Media comprised in or serving the Property without payment of any purpose, consideration or compensation to the Tenant subject to the Landlord making good at its own expense any damage thereby caused to the Property.
6. The rights are reserved for the Landlord and for anyone else who is permitted to exercise them and for anyone with the Landlord's authority.
7. The Tenant shall allow anyone entitled to exercise any right to enter the Property including their workers, contractors, advisers and to enter the Property at any reasonable time and except in the case of an emergency on reasonable notice to the Tenant.

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

Executed as a deed by

_____

Nasrat Shoaib

in the presence of:

Witness signature _____

Name of witness _____

Address _____

_____

_____

_____

Occupation _____

Executed as a deed by

_____

CARRIE-ANNE RIDSDALE

in the presence of:

Witness signature _____

Name of witness _____

Address _____

_____

_____

_____

Occupation _____

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

Executed as a deed by

[redacted]

Nasrat Shoaib

[redacted]

Executed as a deed by

CARRIE-ANNE RIDSDALE

[redacted]