SHORT TERM BUSINESS TENANCY AGREEMENT

(NOT EXCEEDING THREE YEARS)

PARTICULARS OF TENANCY

Date of agreement: ..... 7th April 2020

Landlord : Edward Burrell T/A Knepp Estate B of Knepp Castle Estate, West Grinstead, West Sussex, RH13 8LJ

Tenant : Anthony James Cars Limited [redacted]

Premises : Part of Hampshires Barn East, Countryman Lane, Shipley, West Sussex, RH13 8PZ shown for identification purposes only edged red on the attached plan, with access road coloured brown and car parking in blue.

Period : 3 years commencing on the Start date

Start date : 1st March 2020

Rent : [redacted]

VAT : value added tax payable by Tenant in addition to rent and other payments under this agreement – yes

Rent days : the first day of each month throughout the Period

Rent intervals: monthly

First payment date: 1st April 2020

Permitted use: For the storage of prestige performance cars is association with the tenant's business

Notice : A notice confirming that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to apply to this tenancy was served by the Landlord to the Tenant on 18/2/2020 2020 a copy of which is annexed hereto together with a declaration by the Tenant acknowledging receipt.

Service Charge: Contribution payable by Tenant - Yes

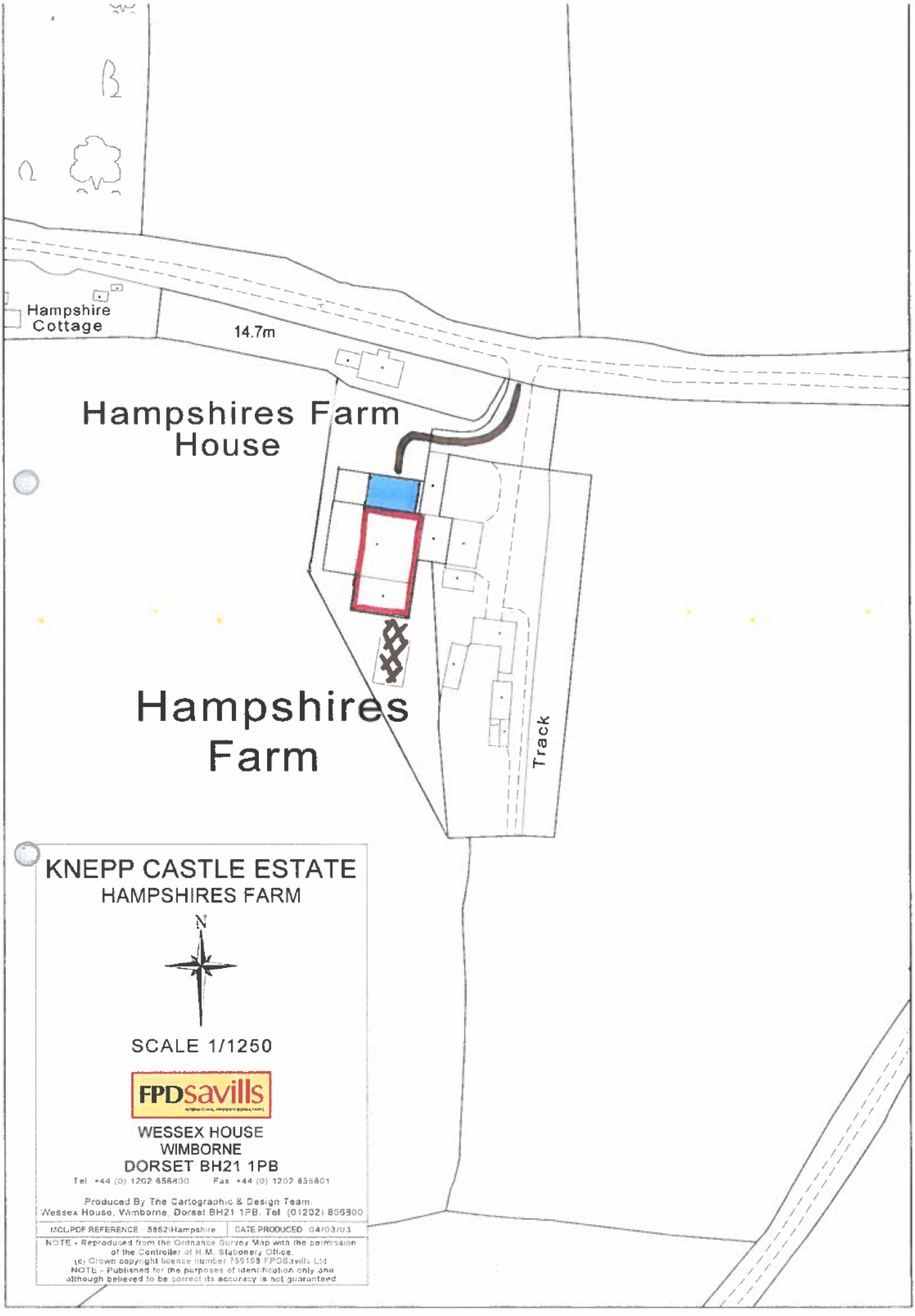
Deposit: [redacted]

AS WITNESS to the terms and conditions of this agreement the Landlord and the Tenant have signed and delivered this agreement on the Date of agreement

Signed :.....

[redacted] on behalf of Edward Burrell t/a Knepp Estate B

Signed :..... [redacted]



KNEPP CASTLE ESTATE

HAMPSHIRES FARM

N

SCALE 1/1250

FPDsavills

WESSEX HOUSE
WIMBORNE
DORSET BH21 1PB

Tel +44 (0) 1202 855830 Fax +44 (0) 1202 855801

Produced By The Cartographic & Design Team,
Wessex House, Wimborne, Dorset BH21 1PB. Tel (01202) 855800

MCLPDF REFERENCE 5852\Hampshire	DATE PRODUCED 04/03/03

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A TENANCY AGREEMENT made between the Landlord (1) and the Tenant (2) on the

7th April 2020

IT IS AGREED as follows:

Definitions and Interpretation

1 In this Agreement the following words shall have the following meanings:

"Building" means the building in which the Premises are situated

"Landlord" shall include the person for the time being entitled to the reversion immediately expectant on the determination of the Period and, in the context of rights of entry into the Premises, its workmen officers and agents

"Tenant" shall include its successors in title where not inconsistent with the terms of this agreement

"Premises" means the building and the land within the area shown edged red on the Plan including (but without limitation) the Landlord's fixtures and fittings (if any) specified in Schedule Four and all Service Installations situate within and exclusively serving the Premises and each and every part thereof but excluding the Service Installations within but not exclusively serving the Premises

"Service Installations" means pipes sewers drains conduits gutters watercourses cables channels and all other conducting media and easements

"Insured Risks" means in relation to the Premises loss or damage by fire explosion and such other risk and on such terms and conditions as the Landlord may from time to time reasonably specify

"Estate" includes the Building and the Service Area and Parking Spaces and Storage Yard (if any) and the Service Installations paths fences roads landscaped areas and common areas of the Landlord or other nearby land

"Service Area" means the area (if any) shown coloured pink on the Plan

"Parking Spaces" means the area (if any) shown edged blue on the Plan

"Storage Yard" means the area (if any) shown coloured green on the Plan

"Rent" or "rent" means the rent specified in the Particulars and any other payment reserved as rent or payable by the Tenant under this agreement

"Rights" means the right in so far as the Landlord is entitled to grant the same specified in Schedule One to be used by the Tenant in connection with the Permitted Use only and in

common with the Landlord and other occupiers of the Estate and all others authorised by the Landlord or entitled thereto

"Exceptions" mean rights corresponding to the Rights and the exceptions and reservations specified in Schedule Two in favour of the Landlord and all others authorised by it or entitled thereto

"Plan" means the plan attached hereto

"Tenant's Obligations" mean the obligations to be observed and performed by the Tenant as specified in this agreement and in Schedule Three

"Particulars" shall mean the details described on Pages 1 and 2 of this agreement and headed "Particulars of Tenancy"

"VAT" means Value Added Tax as defined by the Value Added Tax Act 1983 or other tax of a similar nature

2. Any act or regulation mentioned in this agreement shall include any act or regulation amending or replacing the same respectively and any statutory instrument order plan regulation permission consent and direction made under or in pursuance of the said act or regulation

3. Where the Tenant for the time being is more than one person the Tenant's Obligations shall be joint and several as between such persons

4. The words defined in the Particulars shall have the same meaning where they appear in this Agreement

5. Words importing the neuter gender also include the masculine gender and the feminine gender and vice versa if appropriate

6. Words importing the singular number only also include the plural number and vice versa

7. References to a superior or head landlord (if any) shall include its successors in title and shall include all superior landlords however remote where the context so admits

8. The clause or paragraph headings in this agreement are for convenience of reference only and do not affect the application or interpretation of this agreement

9. Where the words "if any" appear in any part this agreement then the provision will apply only where the matter in question is specified to apply in the Particulars or where it appears on the Plan or where the context otherwise makes it appropriate to apply

Letting

10. In consideration of the payment of the Rent and the performance and observance by the Tenant of the Tenant's Obligations the Landlord lets the Premises to the Tenant together with the Rights but except and reserving the Exceptions to hold the same to the Tenant for the Period

subject to the Tenant paying to the Landlord throughout the Period yearly and proportionately for any fraction of a year:-

- the rent specified in the Particulars to be paid by equal payments in advance on the Rent days for the Rent intervals by bankers standing order throughout the Period and the first payment is payable on the First payment date calculated up to the next Rent day

- by way of additional rent a sum payable on demand equal to the full nominal amount of the premium payable by the Landlord in respect of the Estate or Building but duly apportioned in respect of the Premises

- by way of additional rent all other sums payable by the Tenant under this agreement including (but without limitation) interest and VAT

Tenant's Obligations

11. The Tenant agrees with the Landlord to perform and observe the Tenant's Obligations at all times throughout the Period and the Tenant shall also keep procure and ensure that all positive obligations are performed and observed by others as appropriate and in respect of all negative obligations the Tenant shall not cause permit allow or suffer such acts and shall use its best endeavour to prevent such acts or omissions

Quiet enjoyment

12. The Landlord agrees that subject to the Tenant paying the rents under this agreement and observing and performing the Tenant's Obligations the Tenant shall peaceably hold and enjoy the Premises throughout the Period without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord or by any superior title

Insurance by Landlord

13. The Landlord agrees to insure and keep the Premises insured against the Insured Risks in some insurance office of substance for a sum not less than the full reinstatement value thereof and also against such period for loss of rent as the Landlord reasonably considers appropriate and against third party risks and all costs of demolition and professional fees and expenses of rebuilding and to pay all premiums necessary therefor and to produce a copy of the schedule to the policy to the Tenant on demand

Re-instatement

14. In case of destruction or damage of the Premises as a result of any of the Insured Risks the Landlord shall expend such insurance monies received (unless such insurance money shall be irrecoverable by reason of any act or omission of the Tenant and other sums received in respect of loss of rent) in rebuilding and reinstating the Premises as soon as reasonably practicable provided that if the Landlord shall give notice to the Tenant stating that rebuilding or reinstatement is frustrated or uneconomic or otherwise not desirable then the Landlord shall not be obliged to rebuild or re-instate the Premises and the Tenant shall not be entitled to the

benefit of any such insurance monies and this agreement shall end immediately but without prejudice to any rights or liabilities amongst them occurring before that time

Re-entry of Premises

15. It shall be lawful for the Landlord to peaceably re-enter into and upon the Premises (or any part of the Premises in the name of the whole) and at the same time the Period shall absolutely cease and determine (but without prejudice to any rights or liabilities amongst the parties up to that time) in any of the following cases:

- if any of the rent or any payment under this agreement shall be in arrear and unpaid for twenty one days or more after becoming due (whether formally demanded or not) or
- if there shall be any breach non-performance or non-observance of any of the Tenant's Obligations or
- if the Tenant is an individual or if more than one then any one of them as appropriate shall become bankrupt or if a trustee in bankruptcy shall be appointed or
- if the Tenant being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver or manager shall be appointed of its undertaking or
- if the Tenant shall enter into an arrangement or composition with its creditors or suffer any distress or execution to be levied on its goods or shall cease to occupy the Premises

Rent suspension

16. If the Premises shall be damaged or destroyed by any of the Insured Risks so as to render the Premises unfit for substantial occupation and use then (save to the extent that the insurance monies shall be wholly or partially irrecoverable by reason of any act or omission of the Tenant) the rents or a fair proportion of them according to the nature and extent of such damage shall be suspended until such time as the Premises shall be rendered fit for occupation and use as certified by the Landlord or until the expiry of the loss of rent period insured by the Landlord whichever first occurs

Party Walls

17. Any walls and fences separating the Premises from any adjoining premises shall be deemed to be party walls and fences

No compensation for quitting

18. So far as may be lawful the Tenant shall not be entitled to any compensation on quitting the Premises whether by statute or otherwise

Notices

19. All requests applications notices consents approvals or licences given sent or requested under this agreement shall be in writing and any notice to be sent or served under this agreement shall be sent by first class pre-paid post to the address of the party specified in the Particulars and shall be taken to have been received two days after the date of posting

No waiver of rights

20. No demand or receipt of rent by the Landlord shall operate or be deemed to operate as a waiver of any breach of any of the Tenant's Obligations

Rent free period

21. Any rent-free periods or acceptance by the Landlord of any payments less than the rent payable under this agreement shall be by way of concession only and the Tenant shall remain liable to pay the full amount of rent under this agreement

22. Without prejudice to the generality of the foregoing clause any rent-free period or other rent concession whereby the Landlord has agreed to accept from the Tenant an amount less than the maximum rent specified in the Particulars shall be forfeited and the Tenant shall be liable to pay the full amount of rent for the rent-free or concessionary period in the event of any breach of the Tenant's Obligations

Exclusion of liability of Landlord

23. So far as permitted by law the Landlord shall not be responsible or liable to the Tenant or to any persons in the Premises for any accident happening or injury suffered or damage to or loss of any chattel or property sustained in the Premises

24 Nothing in this tenancy constitutes or shall constitute a representation or warranty that the Premises may lawfully be used for any purpose allowed by this tenancy

Disputes

24. Any dispute between the Tenant and any owner tenant or occupier of the Estate concerning this agreement or the Estate shall be decided by the Landlord

25. Any dispute between the Landlord and the Tenant in respect of this agreement or the operation or interpretation of the terms and conditions of this agreement or the rights or liabilities of the parties shall be referred to the decision of an independent chartered surveyor appointed jointly by the parties or after not less than one month's notice to the other appointed on application by either party to the President of the Royal Institution of Chartered Surveyors and which surveyor shall act as an expert and whose fees shall be paid by the person referring the dispute

No estate scheme

26. It is agreed that this letting does not form part of any estate scheme and the Tenant shall not have any right under this agreement to enforce or require the Landlord to enforce any rights liabilities or obligations against any other tenant or occupier of the Building or the Estate

Exclusion Notice

27. The Landlord having served a notice in prescribed form and the Tenant having made a declaration acknowledging receipt of and acceptance of the conditions of the same the parties agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 shall be excluded in relation to this tenancy

VAT

28. All payments due under this agreement by the Tenant are exclusive of VAT

29. If the Landlord has not done so on or before the Date of agreement the Landlord shall be entitled at any time at its absolute discretion to elect to charge VAT on the rent and other sums payable under this agreement

Contracts (Rights of Third Parties) Act 1999

30. It is not intended that any third party should have the right to exercise or enforce or take the benefit of any of the provisions of this agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999 except only as may be expressly stated in this agreement

Data Protection

31. The Landlord hereby gives notice to the Tenant that information concerning the Tenant and his family will be held on both electronic and paper records so far as they are connected with the Landlord's business. The Tenant hereby acknowledges and gives consent for the holding of such information.

32. Rent Deposit

Deposit

The following provisions apply in relation to the Deposit

(a) The Deposit is paid by the Tenant to the Landlord's Agent who shall hold it as security for the performance of the Tenant's obligations and agreements under this Agreement and to compensate the Landlord for any breach by the Tenant of such obligations and agreements.

(b) Any interest earned will belong to the Landlord's Agent

The Deposit has been taken for the following purposes:

(i) Any damage, or compensation for damage, to the Premises its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are the responsibility of the Landlord;

(ii) The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by the Tenant of the Tenant's obligations under the Tenancy Agreement, including those relating to the cleaning of the Premises and its Fittings;

(iii) Any unpaid accounts for utilities or water charges or environmental services or other similar services or Business Rates or other similar charges incurred at the Premises for which the Tenant is liable;

(iv) Any Rent or other money due or payable by the Tenant under this Agreement of which the Tenant has been made aware and which remains unpaid after the end of the Tenancy.

(v) The Tenant shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this Agreement on the ground that the Landlord (or Landlord's Agent) holds the Deposit or any part of it.

SCHEDULE ONE

Rights granted to the Tenant

The Tenant is granted the following rights:

1. The right to come and go on foot or by vehicle over the roads and footpaths of the Estate which connect the Premises to the nearest public highway

2. The right to go across the Service Area (if any) for the purpose of coming and going to and from the Premises but so that no vehicles shall be left parked on it except for the purposes of loading and unloading and provided that no obstruction is caused to others

3. The right to use the Storage Yard (if any) for the purpose of storing goods or materials at the Tenant's own risk provided that such items are stored in a clean and safe condition and shall cause no nuisance damage or danger to the Estate or any tenant or occupier of the Estate or any visitors

4. The right to park motor vehicles only in the Parking Spaces (if any)

5. The right to share the use of the Landlords WC facilities.

6. The right of passage and running of soil water gas electricity and other services conducted to or from the Premises through the Service Installations through the Estate

   The right to use the area to the rear of the Property as shown cross hatched brown on the plan attached hereto for the purposes washing cars subject to all regulations made by the Landlord from time to time in regards to good estate management. Specifically:
   1. Cleaning chemicals will not be discharged into the water course which might harm or pollute the environment/ecology of the area.
   2. Music/radios will not be played at weekends or after 6pm at at level which causes disturbance to the neighbouring residential property.
   3. The area must be kept clean and tidy at all times.
   4. The area will be excluded from the "common parts" whilst you benefit from this right and will be responsible for maintaining the area.

7. The right of support shelter and protection now afforded by the Building or the immediately adjacent buildings on the Estate

8. The Tenant shall not have or acquire any other rights except the rights specified in this Schedule One

SCHEDULE TWO

Exceptions in favour of the Landlord and others

The Landlord and others have the following rights:

1. The right of passage and running of water soil gas electricity telephone and other services conducted to or from the Estate through the Service Installations which are now or may be at any time during the Period be in on over or under the Premises

2. The right at reasonable times after giving reasonable advance notice (except in case of emergency) to enter the Premises:-

    - in order to inspect maintain clean empty repair alter replace renew lay and relay any Service Installations

    - in order to inspect the condition and state of repair of the Premises and to carry out any works or things reserved to or required to be done by the Landlord under this agreement

    - to carry out inspection and works of building cleansing renewal repair and maintenance to the Building or other parts of the Estate

    - to exercise any rights of the Landlord under this agreement

    But so that the Landlord or other persons exercising such rights shall cause as little disturbance as reasonably possible and shall make good any damage caused to the Premises in exercising such rights

3. All subsisting rights to light and air over and against the Premises

4. The right to build or execute any works or develop or use the Estate or the Building or any adjoining and neighbouring land in such manner as the Landlord may think fit notwithstanding any interference with the access of light or air to the Premises and without compensation to the Tenant provided that the Tenant's use and enjoyment of the Premises shall not be materially reduced

5. The right of subjacent and lateral support shelter and protection for the Estate as is now enjoyed from the Premises

SCHEDULE THREE

Tenant's Obligations

The Tenant agrees with the Landlord as follows:

Payment of rent and outgoings

1. To pay the rents on the days and in the manner aforesaid without any deduction counterclaim or set-off whatsoever

2. To pay all rates taxes duties charges impositions and outgoings payable in respect of the Premises except such only as the Landlord is by law bound to pay notwithstanding any contract to the contrary

Value added tax

3. To pay VAT in addition to all rents and payments due to the Landlord under this agreement and to indemnify the Landlord in respect of any such VAT if the Landlord has elected to charge VAT in respect of the Premises on or before the Date of agreement or at any time during the Period

Interest on late payments

4. To pay interest on the rent and other payments under this agreement which are more than fourteen days overdue such interest to be calculated for the period from the date on which the payment was due to the date of receipt of such payment by the Landlord at the rate of 4% above the base lending rate from time to time of Lloyds Bank plc (both before and after any judgement) or other such bank being a member of the Committee of London and Scottish Banks as the Landlord may from time to time nominate in writing or if the base rate referred to should cease to exist such other rate of interest as is most closely comparable with such interest rate to be agreed between the parties or in default of agreement to be determined by the Landlord acting reasonably

Repairs and decoration

5. To keep the Premises and the Landlord's fixtures and fittings (if any) specified in Schedule 4 in good and tenantable repair decoration and condition and in a clean and tidy condition and when necessary to repair or replace the same (damage by the Insured Risks excepted save where payment of insurance monies shall be refused by reason of any act or default of the Tenant)

6. To keep the outside and landscaped areas of the Premises (if any) in proper and neat order and condition and free from noxious weeds and to maintain all grass trees and shrubs thereon

7. In the last year of the Period (however and whenever it comes to an end) to paint or treat as appropriate and brush down and clean the outside of the Premises in a good and workmanlike manner with good quality materials in a colour to be first approved by the Landlord

9. In the last year of the Period (however and whenever determined) to paint or treat as appropriate the interior of the Premises in a good and workmanlike manner with good quality Materials.

Give back Premises at end of the Period

9. At the end of the Period to give back the Premises to the Landlord in such repair and condition as shall in all respects be consistent with the performance of the Tenant's Obligations and to remove all tenant's fixtures and fittings rubbish waste or other materials and leave the Premises in a clean and tidy condition failing which the Landlord shall be entitled (but not obliged) to carry out such works and in which case the Tenant shall pay and reimburse the Landlord on demand all sums expended or incurred by the Landlord aforesaid and the Landlord shall be entitled to remove and dispose of any goods or effects of the Tenant left at the Premises after the expiry of the Period without liability to the Tenant

Allow access of Landlord to the Premises

10. To permit the Landlord at all reasonable times to enter the Premises to examine their state and condition and if the Landlord shall give the Tenant a notice specifying any repairs and works necessary to be done by the Tenant in order to comply with the Tenant's Obligations the Tenant shall within twenty eight days after the date of such notice start to carry out such works or repairs and complete the same as soon as reasonably practicable in a good and workmanlike manner and to the Landlord's reasonable satisfaction

Permit Landlord to enter and carry out works

11. In the event of any breach by the Tenant of the Tenant's Obligations or of any terms or conditions of this agreement and if the Tenant shall fail to make good and remedy the same to the Landlord's satisfaction pursuant to a notice served by the Landlord in accordance with the terms hereof to permit the Landlord to enter the Premises (where necessary or appropriate) and carry out any works and do anything reasonably necessary to remedy such breach and to pay on demand the costs of the Landlord so incurred or expended such costs to be recoverable as rent in arrear

Notice board and viewing of premises

12. To permit the Landlord to fix a notice board or bill on the Premises relating to a dealing with an interest in the Premises and to permit all persons authorised by the Landlord to enter and view the Premises at reasonable times

Payment of Service Charge

13. If specified in the Particulars to pay to the Landlord on demand a fair proportion (to be conclusively determined by the Landlord) of the costs properly and reasonably expended or incurred by the Landlord in repairing maintaining lighting rebuilding cleansing renewing insuring or paying rates of or for the Estate and the Building and the Service Installations and other things used in common by the Premises

Alterations

14 Not to make any structural alterations or any improvements additions or to erect any building at the Premises and not to make any change to the external appearance of the Premises whatsoever and not to make any internal non-structural alterations without the previous written consent of the Landlord or otherwise than in accordance with plans and specifications and conditions previously approved by the Landlord such approval not to be unreasonably withheld

15. To carry out any permitted alterations in accordance with all requisite permissions consents licences or regulations and any conditions attached thereto

16. Not to make any application for planning permission or other consent in respect of the Premises without the Landlord's prior written approval which it may give or withhold at its absolute discretion

17. To indemnify the Landlord against any tax or other outgoings and expenses which may be incurred or levied as a result of any such alteration

Indemnity

18. To pay the Landlord the cost of any damage to the Estate or any other adjoining or adjacent premises caused by the act or omission of the Tenant and to indemnify and keep the Landlord indemnified from and against all actions costs claims demands and liability whatsoever in respect of injury (including fatal injury) or damage to personal property due to or arising from its use or occupation of the Premises and from the act neglect or default of the Tenant including (but without prejudice to the generality of the foregoing words) any costs claims or proceedings under or by virtue of the Defective Premises Act 1972 or failure to comply with the Tenant's Obligations

Use of the Premises

19. Not to use the Premises other than for the Permitted Use and for no other use or purpose whatsoever

20. Without limitation not to use the Premises for any retail or wholesale trade and not to carry on any noisy or dangerous illegal or immoral activity at the Premises and not to use the Premises for residential purposes

21. Not to apply for the grant or change in any planning permission for the Premises

Regulations for use of the Premises

22. Not to cause or permit any spillage or drainage of oil lubricants or other noxious or deleterious substances so as to cause any pollution to watercourses or any damage to the Premises or the Service Installations or to cause any obstruction or deposit therein and not without the Landlord's previous written consent to make any change to the existing system for disposal of foul or surface water or trade effluent

23. Not to keep or allow on the Premises any dangerous or inflammable or explosive substances other than may be in accordance with the regulations relating thereto and previously approved by the Landlord the Fire Officer and the Landlord's insurers

24. To keep all contaminated scrap swarf oil or other noxious substances in oil-tight containers or skips

25. To use the best practicable means reasonably available (including the use of bag filters and arrestment plant) to prevent or counteract the emission of filings grit dust sand smoke or other particulate materials or smells or the passage or transmission of heat or vibration from the Premises

26. Not to form any refuse dump or leave any scrap or rubbish or store materials or unroadworthy vehicles outside the building on the Premises and to remove all scrap and rubbish from inside the building on the Premises at least once a week

27. Not to store any materials outside the building on the Premises except in the Storage Yard (if any) and not to a height greater than three metres from ground level and to ensure that any rubbish scrap or refuse stored in the Storage Yard shall be kept in proper containers or skips and shall be removed not less than once a month

28. Not to burn any refuse or rubbish either on the Premises or on any part of the estate

29. To use the best means reasonably available to prevent the emission of any noise from the Premises which may cause or constitute a nuisance or disturbance to the Landlord or other tenants or occupiers of the Estate

30. Not to load the roof of the Premises nor overload any structural part of the Premises nor any machinery or equipment at the Premises nor any Service Installations at or serving the Premises and not to fix any machinery to the walls of the Premises without the Landlord's prior written consent

31. Not to use the Service Area or any road leading to it for parking of any motor vehicle other than for loading and unloading and not to cause any obstruction or leave any article on it or outside the Premises

32. To exercise the Rights so as not to cause any inconvenience or obstruction to other users thereof and not to cause any damage to or obstruction in the Estate

33. Not to keep any dogs or other animals on the Premises

34. To comply with such other regulations as the Landlord may reasonably make in the interests of good estate management

Aerials signs and advertisements

35. Not to affix or exhibit any advertisement sign placard or poster which may be visible from the exterior of the Premises without the Landlord's prior written approval (not to be unreasonably withheld)

36. Not without the prior written approval of the Landlord to erect any wireless television mast aerial or satellite dish or any mechanical or scientific apparatus of any description on or visible from the outside of the Premises

Not to assign, sub-let etc.

37. Not to assign mortgage charge transfer demise underlet or otherwise part with possession or share occupation or create any trust of the whole or any part of the Premises

To observe statutory and other obligations

38. To comply with all acts of parliament orders bye-laws and regulations planning permissions building regulations or other rules and legal requirements relating to the Premises or the Permitted Use

39. To notify the Landlord within seven days of receipt of any notice requiring compliance therewith or the carrying out of any works and to carry out such works whether required to be done by the owner landlord or tenant thereof

Not to cause a nuisance

40. Not to do at the Premises any thing which may interfere with or disturb or be or become a nuisance or annoyance to the Landlord or to the owners tenants or occupiers of the Estate or any adjoining or adjacent premises and in particular (but without limitation) on receipt of a notice from the Landlord requiring the abatement of any nuisance caused by vibration heat noise smoke fumes or smell to immediately abate such nuisance

Not to create easements

41. Not to cause or allow any new window light or other encroachment or easement which may be or grow to be an inconvenience or cause disturbance to the Landlord the owners tenants or occupiers of the Estate

Insurance

42. Not to do anything to render the insurance of the Premises void or voidable or which may increase the premium payable by the Landlord

43. To comply with all requirements of the Landlord's insurers and of the fire authorities including the provision of fire fighting and detection equipment

44. If the Premises shall be damaged or destroyed by any of the Insured Risks and if the insurance monies shall be wholly or partly irrecoverable due to the act or omission of the Tenant then the Tenant shall immediately pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding repairing and reinstating the same and any dispute in this respect shall be referred to arbitration in accordance with the Arbitration Act 1996

Costs and expenses

45. To pay on demand all expenses (including solicitors costs and surveyors fees) incurred or expended by the Landlord in connection with the preparation and service of any notice or schedule (statutory or otherwise) relating to the Premises notwithstanding that forfeiture is avoided otherwise than by relief granted by the court

46. To pay the Landlord's proper and reasonable surveyors and legal costs incurred or expended in connection with any application made by the Tenant for any consent approval licence or permission from the Landlord and whether or not the same be granted or refused or conditions imposed

47. To pay the Landlord's legal costs and surveyors fees incurred or expended in connection with taking any action or doing anything to recover payment of rent or other payments due from the Tenant or to enforce or procure compliance with the Tenant's Obligations

Regulations

48. To comply with and observe all regulations made by the Landlord from time to time in the interest of good estate management in respect of the use of the Estate and any access roads or footpaths

Head lease (if any)

49. To perform and observe the obligations of the lessee contained or referred to in the Head lease (if any) (other than for the payment of rent under the Headlease) but only in so far as the same are subsisting and affect the Premises or the Rights or the Exceptions or the Permitted Use

SCHEDULE FOUR

Landlord's Fixtures and Fittings

(list attached)

Manual roller shutter door
Electric roller shutter door
Consumer unit
Electric meter

FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY

TO: Anthony James Cars Ltd [redacted]

FROM: Edward Burrell T/a Knepp Estate B of The Estate Office, Knepp Castle, West Grinstead, West Sussex, RH31 8LJ

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional advisor.

Business tenants normally have security of tenure – the right to stay business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have no right to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your advisor about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least fourteen days notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least fourteen days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

DECLARATION TO BE MADE BY THE TENANT

I Daniel Hall, Managing Director of Anthony James Cars Limited declare that:

1. Anthony James Cars Ltd [redacted] propose to enter into a tenancy of premises at Hampshires Barn East, Counrtyman Lane, Shipley, West Sussex, RH13 8PZ for a term commencing on 1st March 2020.

2. Anthony James Cars Ltd [redacted] propose to enter into an agreement with Edward Burrell t/a Knepp Estate B of Knepp Castle Estate that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has not less than 14 days before we enter into the tenancy, or (if earlier) become contractually bound to do so served on me a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies)(England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below:

4. I have read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

5. I am duly authorised by the tenant to make this declaration.

DECLARED this 18th day of February 2020

[redacted]