

Dated 31 March **2016**

MAIDENHEAD INDUSTRIAL ESTATES LIMITED

to

BRIAN PROSSER trading as Bulldog Display

**Counterpart LICENCE FOR ALTERATIONS
relating to
Unit 14, Clivemont Road, Maidenhead, Berkshire SL6 7BU**



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DATE

31 March

2016

PARTIES

- (1) **MAIDENHEAD INDUSTRIAL ESTATES LIMITED** (company number 660031) whose registered office is at Ground Floor, Belmont Place, Belmont Road, Maidenhead SL6 6TB (**the "Landlord"**); and
- (2) **BRIAN PROSSER trading as Bulldog Display** of 5 Mead Close, Marlow, Bucks SL7 1HR (**the "Tenant"**).

RECITALS

- (A) The Landlord is entitled to the reversion immediately expectant on the Term.
- (B) The unexpired residue of the Term is vested in the Tenant.
- (C) The Tenant intends to carry out the Works and under the terms of the Lease requires the Landlord's consent to do so.

IT IS AGREED AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Licence (except where otherwise expressly provided) the following definitions apply:

"CDM Regulations"	the Construction (Design and Management) Regulations 2007;
"Lease"	a lease of the Property dated [31/3] 2016 made between the Landlord (1) the Tenant (2) and all documents supplemental or collateral to it;
"Property"	Unit 14, Clivemont Road, Maidenhead, Berkshire SL6 7BU as more particularly described in and demised by the Lease;
"Term"	the term of years created by the Lease;
"Works"	the works to be carried out to the Property which are referred to in the Schedule together with making good any damage to the Property caused by the carrying out of such works.

- 1.2 The clause headings are for reference only and do not affect the construction of this Licence.

- 1.3 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 1.4 References to "the Landlord" include a reference to the person for the time being entitled to the immediate reversion to the Lease.
- 1.5 References to "the Tenant" include a reference to its successors in title and assigns.
- 1.6 References to the "end of the Term" are to the end of the Term however it ends.
- 1.7 The expression "tenant covenants" has the meaning given to it by the Landlord and the Tenant (Covenants) Act 1995.
- 1.8 Unless otherwise specified a reference to legislation (including subordinate legislation) is to that legislation as consolidated amended or re-enacted from time to time and includes all orders regulations consents licences notices bye-laws and codes of practice made or granted under such legislation.
- 1.9 A reference to a person includes an individual a corporation company firm or partnership or government body or agency whether or not legally capable of holding land.
- 1.10 Words importing one gender include all other genders and words importing the singular include the plural and vice versa.
- 1.11 Unless otherwise stated a reference to a clause or schedule is to a clause of or schedule to this Licence and a clause includes a sub-clause.
- 1.12 Where a sum becomes payable it shall be paid within three working days unless otherwise specified by the Landlord in writing.

2. CONSENT TO THE WORKS

- 2.1 In consideration of the obligations on the Tenant in this Licence the Landlord consents to the Tenant carrying out the Works on the terms of this Licence and applying for planning permission to carry out the Works.
- 2.2 If the Works are not started in accordance with the terms of this Licence within three months of the date of this Licence the consent given in clause 2.1 will lapse and become void.
- 2.3 Nothing in this Licence will place the Tenant under an obligation to carry out the Works but if it does carry them out it must do so on the terms of this Licence.
- 2.4 This consent does not obviate the need for the consent of any person other than the Landlord that may be required to carry out the Works.

3. STARTING THE WORKS

- 3.1 The Tenant must not start the Works until it has complied with the requirements of this clause 3 and with clause 5.
- 3.2 The Tenant must obtain all licences and consents that are required for the Works under all laws and by the owner or occupier of any neighbouring land or otherwise.

- 3.3 The Tenant must provide details of the Works to the insurers of the Property and obtain their consent to carrying out the Works.
- 3.4 The Tenant must produce all such licences and consents to the Landlord and obtain the Landlord's confirmation that they are satisfactory to the Landlord such confirmation not to be unreasonably withheld.
- 3.5 The Tenant must give the Landlord three copies of the plans and specification for the Works.
- 3.6 The Tenant must notify the Landlord and the insurers of the Property of the date it intends to start carrying out the Works.

4. CARRYING OUT AND COMPLETING THE WORKS

- 4.1 The Tenant shall carry out and complete the Works:
- 4.1.1 in a good and workmanlike manner and in accordance with good building and other relevant practices codes and guidance;
 - 4.1.2 using new and good quality materials fit for the purpose for which they are required and so as to be free from defects; and
 - 4.1.3 to the reasonable satisfaction of the Landlord.
- 4.2 In carrying out the Works the Tenant must comply with all legal requirements the terms of all consents the requirements and recommendations of all relevant utility providers and those of the insurers of the Property.
- 4.3 The Tenant must take all proper steps to ensure that carrying out the Works does not make any of the following unsafe: the structure of the Property, any plant or machinery at the Property, or any neighbouring land or building.
- 4.4 The Tenant must cause as little disturbance and inconvenience as reasonably practicable to the Landlord and the owners and occupiers of the Property and of any neighbouring land. The Tenant must not infringe any of their rights nor the rights of any other person in relation to the Property.
- 4.5 The Tenant must as soon as reasonably practicable make good to the reasonable satisfaction of the Landlord any damage (including decorative damage) to any land or building or any plant and machinery (other than the Property) which is caused by carrying out the Works.
- 4.6 The Tenant must allow the Landlord and its surveyors access to the Property on reasonable notice both while the Works are being carried out and afterwards and will give the Landlord the information it reasonably requests to establish that the Works are being and have been carried out in accordance with this Licence.
- 4.7 The Tenant must:
- 4.7.1 complete the Works within twelve months after the date of this Licence, and
 - 4.7.2 notify the Landlord as soon as they have been completed.

5. CDM REGULATIONS

the Landlord three copies of the plans showing the Property as altered by the Works



- 5.1 Before starting the Works the Tenant must have made a written election that it is to be treated as the only client in respect of the Works for the purposes of the CDM Regulations and have given the Landlord a copy of such election.
- 5.2 To the extent that the Landlord may be a client for the purposes of the CDM Regulations the Landlord agrees with the written election by the Tenant.
- 5.3 The Tenant must comply in all respects with its obligations as client for the purposes of the CDM Regulations and must ensure that the CDM co-ordinator and the principal contractor appointed in relation to the Works comply with their respective obligations under the CDM Regulations.
- 5.4 The Tenant must liaise with the CDM co-ordinator to allow the CDM co-ordinator to assist the Tenant in performing the Tenant's duties as client under the CDM Regulations.
- 5.5 The Tenant must ensure that all relevant documents relating to the Works are placed in the health and safety file for the Property by the CDM co-ordinator in accordance with the CDM Regulations. The Tenant must maintain the health and safety file for the Property in accordance with the CDM Regulations and give the health and safety file to the Landlord at the end of the Term. The Tenant must allow the Landlord and its surveyors to enter the Property to inspect the health and safety file and must at its own cost supply the Landlord with copies of it or any of the documents in it.

6. ADDITIONAL WORKS

- 6.1 If the terms of any planning permission licence or consent (other than this Licence) obtained for the Works require any other works to be carried out (whether to the Property or to any other land or building) the Tenant must carry out such other works within any time limit imposed by such permission licence or consent and in any event before the end of the Term.
- 6.2 The terms of this Licence other than clause 2 and clause 4.7.1 will apply to the carrying out of such other works as if they formed part of the Works.
- 6.3 This clause is without prejudice to any requirement on the Tenant to obtain the consent of the Landlord to such other works pursuant to the Lease (except to the extent that it is satisfied pursuant to clause 3.4) and the consent of any other person that may be required for such other works.

7. INSURANCE OF THE WORKS

- 7.1 The Landlord will be obliged to insure the Works only if they form part of Property and only:
 - 7.1.1 after they have been completed in accordance with this Licence;
 - 7.1.2 for the amount for which the Tenant has notified the Landlord that they should be insured; and
 - 7.1.3 otherwise in accordance with the terms of the Lease.
- 7.2 Until the Landlord is obliged to insure the Works they will be at the sole risk of the Tenant.

- 7.3 The Tenant must pay on demand any increase in the insurance premium and the amount of any additional insurance premium for the Property or any neighbouring land of the Landlord that arises because of the Works.

8. FEES, RATES AND TAXES

The Tenant must pay all fees rates and taxes that arise by reason of the Works (including any arising under any laws applying to the Works) whether imposed on the Landlord or the Tenant and must indemnify the Landlord from all liability in relation to such fees rates and taxes.

9. REINSTATEMENT

- 9.1 The Landlord may give notice to the Tenant within six months before the end of the Term or within three months after the end of the Term requiring the Tenant to remove the Works and reinstate the Property. The notice may require removal and reinstatement in respect of part only of the Works.
- 9.2 If the Landlord gives the Tenant such notice the Tenant must remove the Works (or the part specified) and reinstate the Property before the end of the Term. But if the notice is given less than three months before the end of the Term or after the end of the Term the removal and reinstatement must be done within three months after the notice is given.
- 9.3 The removal and reinstatement must be done at the Tenant's cost and to the reasonable satisfaction of the Landlord.
- 9.4 The terms of this Licence other than clause 2 and clause 4.7.1 will apply to such removal and reinstatement.
- 9.5 The Tenant must also make good any damage (including decorative damage) to the Property caused by the removal and reinstatement.

10. LEASE COVENANT AND CONDITIONS

The tenant covenants in the Lease will extend to the Works and apply to the Property as altered by the Works.

11. NO WARRANTY BY THE LANDLORD

- 11.1 No representation or warranty is given or is to be implied by the Landlord entering into this Licence or by any step taken by or on behalf of the Landlord in connection with it as to:
- 11.1.1 the suitability of the Property for the Works; or
 - 11.1.2 whether the Works or any removal or reinstatement of them may be lawfully carried out.
- 11.2 The Tenant acknowledges that it is not relying on and will have no remedy in respect of any representation that may have been made by or on behalf of the Landlord before the date of this Licence as to any of the matters mentioned in clause 11.1.
- 11.3 Nothing in this clause shall however operate to limit or exclude any liability for fraud.

12. COSTS

- 12.1 On completion of this Licence the Tenant must pay the reasonable costs and disbursements of the Landlord's solicitors of £1,000 plus value added tax and its surveyors and insurers in connection with this Licence.
- 12.2 The Tenant must pay on demand any further reasonable costs and disbursements of the Landlord its solicitors surveyors and insurers incurred in connection with the Works or any removal of them and reinstatement of the Property or in making good any damage to any land or building plant or machinery (other than the Property) which is caused by the carrying out of the Works or by the removal of them or the reinstatement of the Property.
- 12.3 The obligations in this clause extend to costs and disbursements assessed on a full indemnity basis and to any value added tax in respect of those costs and disbursements except to the extent that the Landlord is able to recover that value added tax.

13. RIGHT OF RE-ENTRY

The right of re-entry in the Lease will 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.

14. INDEMNITY

The Tenant must indemnify the Landlord against all costs and claims arising from any breach of the terms of this Licence.

15. NOTICES

Any notice given pursuant to this Licence must be in writing and must be delivered by hand or sent by pre-paid first class post or special delivery or by any other means permitted by the Lease. A correctly addressed notice sent by pre-paid first class post will be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.

16. LIABILITY

- 16.1 The obligations of the Tenant in this Licence are owed to the Landlord and are made in consideration of the consent granted by clause 2.
- 16.2 At any time when the Tenant is more than one person then those persons will be jointly and severally liable for its obligations arising by virtue of this Licence. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

17. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Licence will not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

IN WITNESS of which this Licence has been duly executed and is delivered on the date written at the beginning of this Licence.

SCHEDULE The Works

Installation of mezzanine floors as such works are shown on the drawing and specification annexed to this Licence.

Executed as a Deed by
BRIAN PROSSER
In the presence of:

)
)
)



WITNESS

Signature:



Name:

RICHARD BIRD

Address:

5, SCHOLARS RISE, STOKENCHURCH, HP14 3FL

Occupation:

DIGITAL PRINTER



Our Ref F071/16/Lee Gooden/Bulldog Display
Date 9 March 2016

Matt Prosser
Bulldog Display
First Floor
Block C
Commercial Square
High Wycombe
Buckinghamshire, HP11 2QU

Systematic Creative Interiors Ltd.

D3 Raceview Business Centre
Hambridge Road Newbury
Berkshire RG14 5SA

t: 01635 47247 f: 01635 580444
e: sales@systematicinteriors.co.uk
w: www.systematicinteriors.co.uk

Dear Matt,

RE: NEW PREMISES FIT-OUT WORKS

Following your recent enquiry and my subsequent site visit, we have pleasure in providing you with a copy of our proposal for the required works for your consideration.

MEZZANINE FLOOR

Area 1

Remove the staircase and place to one side.

Supply and install a new mezzanine floor measuring 5160mm x 6447mm complete with an infill section where the staircase has been removed all set level to the existing floor. Re-install the staircase and handrail, supplying additional handrail where required to complete the installation with a sliding load gate.

At this stage we have allowed for columns down the centre of the mezzanine floor to reduce the cost of the installation and maximise the head height under the beams.

FOR THE SUM OF: £ 4,043.00

Area 2

Supply and install a new mezzanine floor measuring 5012mm x 4446mm all set level to the existing floor complete with new handrail where required.

At this stage we have allowed for columns down the centre of the mezzanine floor to reduce the cost of the installation and maximise the head height under the beams.

FOR THE SUM OF: £ 2,316.00

Fork Truck

Supply a fork truck to aid in the installation of the mezzanine floor if one is not available.

FOR THE SUM OF: £ 649.00

Our Ref F071/16/Lee Gooden/Bulldog Display
Date 9 March 2016

PARTITIONS

Supply and install an L shape partition under the existing and Area 1 mezzanine floor constructed from composite partition complete with: -

- 2No. Sapele veneered double door sets into aluminium door frames.
- 3No. half height single glazed windows.
- Satin Anodised Aluminium framework
- White wallpaper finish with 100mm high Black laminate skirting.

FOR THE SUM OF: £ 4,830.00

WASTE REMOVAL

Provide means of removing all waste materials from site in a safe and controlled manner to meet current regulations.

FOR THE SUM OF: £ 110.00

BUILDING REGULATIONS

The alteration works will require Building Regulation approval for which we will make an application through our Approved Inspector on your behalf. The cost of this item will include the application fee and inspection fee applicable to the approval.

Please note that the layout, design and specification of the project is subject to final confirmation with our Approved Inspector and the Fire Officer to confirm the conformity with current regulations. Alterations that are required to gain full approval may require additional materials and labour for which we will provide you the costs relating to these items if required and are not included in the items detailed in our my proposal.

FOR THE SUM OF: £ 545.00

EXCLUSIONS

We have made no allowance for the following items within our proposal: -

Landlord's approval

Out of hours working

Alterations to the existing lighting, power, data, access control, intruder alarm and fire alarm installations

TIMESCALE

We have based our quotation on all works being completed during normal working hours (8am to 5pm, Monday to Friday). If you do require the works to be carried out during evenings or weekends, we will need to adjust our costs accordingly.

Our Ref F071/16/Lee Gooden/Bulldog Display
Date 9 March 2016

ASBESTOS

On receipt of your official order we will need to review your asbestos register to ascertain if there is any trace of asbestos containing materials to your premises and where the alteration works are to take place.

We have made no allowance within our proposal for the cost relating to employing an independent asbestos surveying company if a register is not available or we suspect items to be asbestos containing materials prior to or during our works on site.

PLEASE NOTE

Our proposal is subject to a site inspection with the relevant trades to confirm the specification of the project, our quoted price and project leadtime.

This quotation is subject to VAT at the current rate.

Our standard terms and conditions apply, a copy of which is available upon request.

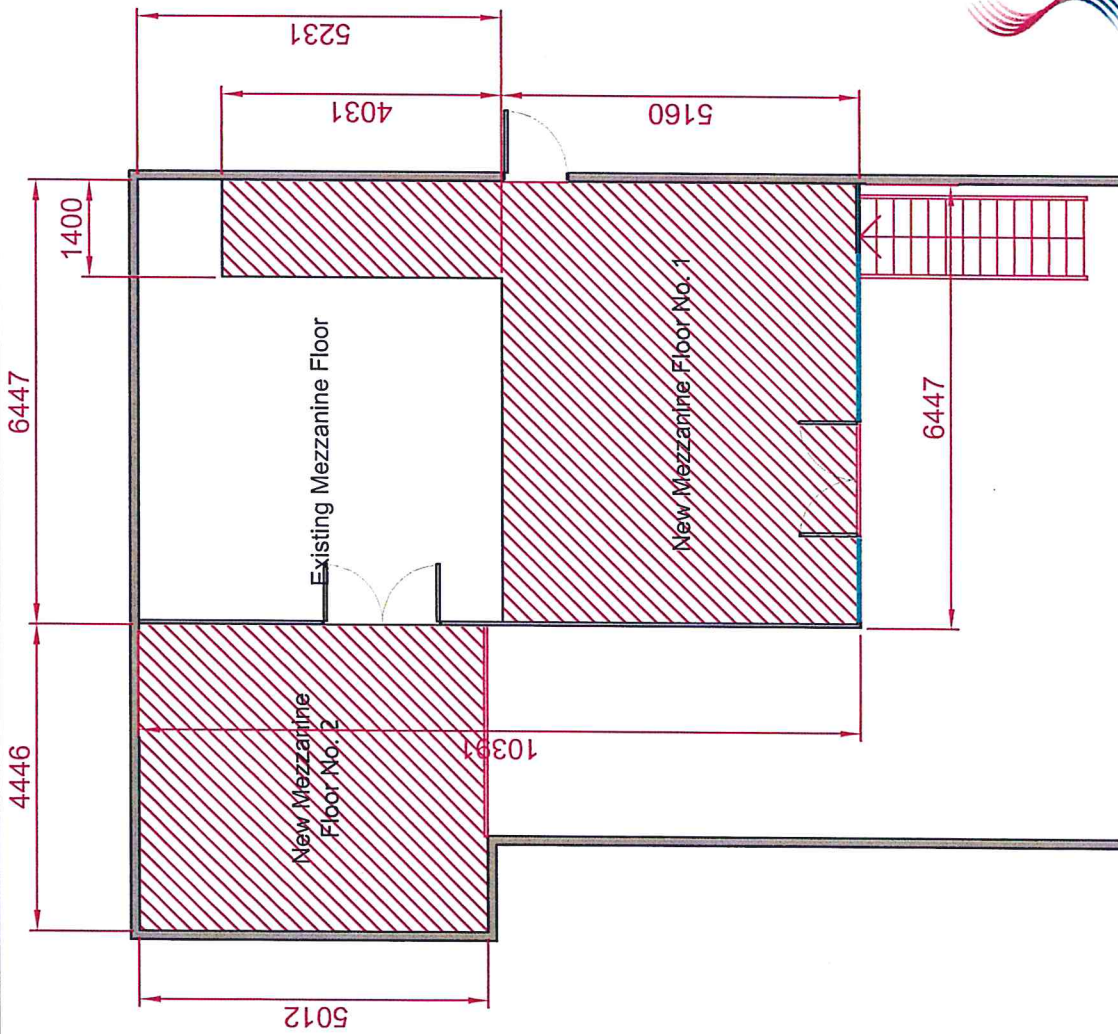
PAYMENT TERMS: **25% DEPOSIT WITH ORDER**
 50% ON COMMENCEMENT OF WORKS
 25% ON COMPLETION OF WORKS

We trust we have interpreted your requirements correctly and look forward to receiving your further instructions in due course.

Yours sincerely,

A handwritten signature in black ink, appearing to be 'Lee Gooden', written in a cursive style.

Lee Gooden
Project Manager
07824 785 496



D3 Raceview Business Centre, Hambridge Road, Newbury, Berkshire, RG14 5SA
Tel: 01635 47247 Fax: 01635 550444 E-mail: Sales@systematicinteriors.co.uk

Client:	Bulldog Display
Address:	14 Clivemont Road, Maidenhead, Berkshire
Project:	New Premises Fit-out Works
Drawing No.:	F071/16/001
Scale:	1:100
Date:	02/03/2016
Drawn By:	LMG

