

Covenants – London Road North/Marina Rise, Lowestoft

(The term Landlord means the owner of the building and not Saffron)

9. COVENANTS AFFECTING PROPERTY

There follows a summary of the tenant's covenants contained in the Lease:-

1. Clause 7.4 - Further insurance provisions. The tenant must:-
 - a) Inform the landlord if it becomes aware of any material fact which ought to be disclosed to the building insurers.
 - b) Not do anything which may avoid the buildings insurance policy or result in an increased premium.
 - c) Comply with the insurer's requirements.
 - d) Notify the landlord on becoming aware of any loss or damage arising from an Insured Risk.
 - e) Not insure the property (other than plate glass) but if the tenant does so then any policy proceeds receivable by the tenant under its own policy must be paid to the landlord.
 - f) Reimburse the landlord any amount of the insurance money that the insurers refuse to pay out because of any act or default of the tenant or any other person at the Building with the actual or implied consent of the tenant.
2. Clause 8 - Rates & outgoings. The tenant must pay all present and future rates, taxes and outgoings in respect of this property or (where they are assessed together with other property) a fair proportion of them.
3. Clause 9 - Services. The tenant must pay for all services consumed and comply with the service supplier's requirements.
4. Clause 10 - Common Items. The tenant must pay within 14 days of written demand a fair proportion of all costs payable by the landlord for maintenance and repair of all things used by this property in common with other adjoining land and for the maintenance, repair, lighting, cleaning and renewal of the Common Areas. The tenant must also comply with any reasonable regulations made by the landlord for the use of the Common Areas.
5. Clause 11 – VAT. All sums expressed in the Lease are exclusive of VAT which is payable in addition. This does not however apply to the premium and the landlord must supply, where appropriate, relevant VAT invoices. The landlord may not charge VAT where it is entitled to recover it from HMRC.
6. Clause 12 – Interest. Any sum not paid on the due date bears interest at 4% above Barclays Bank base rate.
7. Clause 13 – Costs. The tenant must pay the landlord its proper costs and expenses in relation to service of notices and schedules of dilapidations and in dealing with applications for consents or licences.
8. Clause 14 – Set off. All sums due under the Lease must be paid in full and set off is not allowed.

9. Clause 15 – Registration at the Land Registry. The tenant must promptly register the Lease at the Land Registry.
10. Clause 16 – Assignments. The tenant cannot assign part of the Lease but may assign the whole Lease with the landlord's consent which is not to be unreasonably withheld. The landlord may withhold consent if the assignment results in a breach of the Section 106 Agreement. The landlord may impose other reasonable conditions of its consent.
11. Clause 17 – Underletting. The tenant must not underlet the whole of the property and may only underlet parts of it in accordance with the terms of the Section 106 Agreement. Any underletting of part in excess of 20 years must contain covenants substantially the same as in this Head Lease.
12. Clause 18 – Charging. The tenant may mortgage the whole (but not part only) of the Lease.
13. Clause 19 – Prohibition of other dealings. The tenant may not deal with the Lease in any way other than as expressly permitted by the previous clauses.
14. Clause 20 – Registration of Notices. Notice of any assignment or underletting for more than 7 years or of any charge of the Lease must be given to the landlord's solicitors. The tenant must also, at the landlord's request may not more than once a year, provide details of occupiers of the property (insofar as it is lawful for the tenant to do so).
15. Clause 21 – Repair. The tenant must keep this property clean and tidy and in good repair and keep the service media in good working order. This does not apply to any insured risk unless the tenant has voided the policy or insurance money is withheld by reason of the tenant's default. The tenant must clean windows internally and externally as often as reasonably necessary and replace any broken glass.
16. Clause 23 – Decoration. The tenant must decorate externally as often as reasonably necessary (but at least once every 5 years) and in the last 3 months of the term. Decoration must be carried out in a good and workmanlike manner. The landlord's approval must be obtained before

landlord may re-enter and carry out the work and recover the proper costs from the tenant.
24. Clause 31 – Indemnity. The tenant must indemnify the landlord against all costs and liability incurred by the landlord as a result of any breach of any of the tenant's covenants by the tenant or any under tenant or their respective employees or agents.
25. Clause 34 – Joint and several liability. This is the usual clause providing that where the tenant comprises more than one person all persons are jointly and severally liable.

26. Clause 35 – Entire Agreement. This is the usual clause providing that the Lease constitutes the whole Agreement between the parties and excludes any previous representations or warranties.
27. Clause 36 – Notices. This clause contains the usual provisions relating to service of Notices i.e. how they must be served and on whom.
28. Clause 37 – Governing Law. The Lease is governed by the laws of England and Wales.
29. Clause 38 – Jurisdiction. All disputes and claims are to be dealt with in the English Courts.
30. Clause 39 – Contract (Rights of Third Parties) Act 1999. The provisions of this Act are excluded.