

This Lease is dated 1st January 2020

PARTIES

- (1) Mr H P Adams-Mercer t/a Satpro, c/o The Cube, Coe Street, Bolton, BL3 6BU (Landlord).
(2) Heights Farm Pet Foods (Franchise) LTD, incorporated and registered in England and Wales with company number 10861485 whose registered office is at Unit HF First Floor, The Cube, Coe Street, Bolton, BL3 6BU (Tenant)

1. AGREED TERMS

Annual Rent: rent at the rate of £4800.00 per Annum plus VAT from 1st January 2017 to 31st December 2021 for the balance of an initial two year term.

Payments:

Estate:

Common Parts: the Estate other than the Office and the other Offices/Units at the Estate.

Interest Rate: 4% above the base rate of National Westminster Bank plc.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as offices only.

Property: Office HF – First Floor

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Term: a term of years beginning on, and including the date of this lease and ending on, and including 31st December 2021.

VAT: value added tax chargeable under the Value Added Tax Act 1994.

GRANT

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. RIGHTS GRANTED

The Landlord grants the Tenant the following rights (the Rights) to use in common with the Landlord and any other person authorised by the Landlord:

(a) the right to use the Common Parts for the purposes of access to and egress from the Property;

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord (the Reservations):

(a) the right to use and to connect into Service Media at, but not forming part of, the Property; the right to install and construct Service Media at the Property to serve any part of the Estate and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this paragraph;

(a) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Estate or at any reasonable time after having given reasonable notice to the Tenant (and the notice need not be in writing and need not be given in the case of an emergency)

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations

5. THE ANNUAL RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by twelve equal instalments in advance on the first day of each calendar month

5.2 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease.

5.3 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

5.4 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Interest Rate on that amount for the period from the due date to and including the date of payment.

5.5 Rent/tenancy commencement date: 1st January 2020

6. INSURANCE

6.1 The Landlord shall keep the Property insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.

6.2 If the Property is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use then the Landlord may determine this lease by giving notice to the Tenant.

6.3 If the Property is destroyed or damaged by a risk against which the Landlord is not obliged to insure pursuant to clause 6.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Property so as to make it fit for occupation and use within twelve months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.

6.4 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.

6.5 Nothing in this clause shall oblige the Landlord to repair the Property.

7. PROHIBITION OF DEALINGS

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or grant any right or licence over the Property in favour of any third party.

8. REPAIRS, DECORATION, ALTERATIONS AND SIGNS

8.1 The Tenant shall keep the Property in good repair and condition, clean and tidy, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.

8.2 The Tenant shall not make any alteration to the Property

8.3 The Tenant shall not install, or alter the route of, any Service Media at and forming part of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

8.4 The Tenant shall not attach any sign, poster or advertisement to the Property without the consent of the Landlord. The Tenant may place a nameplate of a design and in a position on the Common Parts as is approved by the Landlord.

8.5 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

9. USE

9.1 The Tenant shall not use the Property for any purpose except the Permitted Use

9.2 The Tenant shall not use the Property or exercise any of the Rights:

(a) for any illegal purpose; or

(b) for any purpose in a manner that would cause any loss, nuisance or inconvenience to the Landlord, the other tenants or occupiers of the Estate or any owner or occupier of any other property; or

(c) in any way that would vitiate the Landlord's insurance of the Estate; or

(d) in a manner that would interfere with any right subject to which this lease is granted.

9.3 The Tenant shall not overload any structural part of the Property nor any Service Media at or serving the Property.

9.4 The Tenant shall comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use of all Service Media and machinery and equipment at or serving the Property; and

(c) all materials kept at or disposed from the Property.

9.5 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Common Parts and the management of the Estate.

10. RETURNING THE PROPERTY TO THE LANDLORD

At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease and shall remove from the Property all chattels belonging to or used by it.

Delivered To:
 Heights Farm Pet Foods (Franchise) Ltd
 Top Brands to Go
 The Cube
 Coe Street
 BOLTON
 LANCASHIRE
 BL3 6BU
 UNITED KINGDOM

GOLD LINE

PET PRODUCTS

Invoice

Order No: 696179
 Invoice No: 1049216
 Invoice Date: 24/12/2019
 Customer Code: GL-HEI2
Gold Line Pet Products
 Kettering Road
 Islip
 KETTERING
 NORTHAMPTONSHIRE
 NN14 3JW
 UNITED KINGDOM

VAT No: 278332580

Invoice To: **Heights Farm Pet Foods (Franchise) Ltd**
 First Floor, The Cube
 Coe Street
 BOLTON
 LANCASHIRE
 BL3 6BU
 UNITED KINGDOM

P.O. Number	Order Date	Terms
006 EMAIL - MB	05/12/2019	30 Days from Invoice

Item Number	Quantity	UOM	Item Description	Invoice Currency: £			
				VAT Type	Unit Price	Ext. Price	VAT
PASP6 Notes:	2.0000	BOX	GL Prem Salmon & Potato 6 x 2kg Box*	Std	19.11	38.22	7.64
SBPASP Notes:	2.0000	BOX	Salmon & Potato 36 x 200g Sample Box*	Std	12.75	25.50	5.10
QPCRV Notes:	150.0000	BAG	GL Prem Adult Chicken, Rice & Veg 24% 15kg*	Std	13.80	2,070.00	414.00
PCRV6 Notes:	2.0000	BOX	GL Prem Ad Chick, Rice & Veg 6 x 2kg Box*	Std	17.07	34.14	6.83
SBPCRV Notes:	2.0000	BOX	Adult Chicken Rice & Veg 36 x 200g Sample Box*	Std	11.00	22.00	4.40
Q2GPS Notes:	150.0000	BAG	Premium Senior 15kg*	Std	15.07	2,260.50	452.10
QGGS2 Notes:	2.0000	BOX	Premium Pet Senior 6 x 2kg Box*	Std	17.50	35.00	7.00
SBGPS Notes:	2.0000	BOX	Premium Senior 36 x 200g Sample Box*	Std	11.00	22.00	4.40
HFML Notes:	50.0000	BAG	Heights Farm Mature Lite DIETARY + PLUS 15kg*	Std	13.80	690.00	138.00
HFML6 Notes:	2.0000	BOX	Heights Farm Mature Lite DIETARY + PLUS 6x2kg Bo:	Std	16.71	33.42	6.68
HFSPT Notes:	30.0000	BAG	Heights Farm Super Premium Turkey 15kg*	Std	20.70	621.00	124.20
SBHFSPT Notes:	2.0000	BOX	Heights Farm Super Prem Turkey 36 x 200g Sample B:	Std	13.57	27.14	5.43
SBHFSPD Notes:	2.0000	BOX	Heights Farm Super Prem Duck 36 x 200g Sample Box	Std	15.80	31.60	6.32
QGGS2 Notes:	6.0000	BOX	Super Premium Puppy Sml/Med 6 x 2kg Box*	Std	19.50	117.00	23.40