

DATED

12th March

2021

LEASE

Of

Flat 19, Elms Walk, Wokingham, Berkshire, RG40 2EZ

Between

(1) WOKINGHAM BOROUGH COUNCIL

(2) ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED

(3) [REDACTED]



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PREScribed CLAUSES

LR1. Date of lease

12th March 2021

LR2. Title numbers

LR2.1 Landlord's title number

BK404324

LR2.2 Other title numbers

None BK478693 + BK471686 + BK469937

LR3. Parties to this lease

Landlord

WOKINGHAM BOROUGH COUNCIL
Civic Offices, Shute End, Wokingham, RG40 1BN

Tenant

[REDACTED]

Other parties

ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED
1 London Street, Reading, Berkshire, RG1 4PN
(Company registration number 12924001)

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1.1 and Schedule 1 to this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1.1 in the definition of "Term".

LR7. Premium

£425,000.00 (Four hundred and twenty five thousand pounds).

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements granted in clause 3.1 and set out in Schedule 2 to this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements reserved in clause 4 and set out in Schedule 3 to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The parties to this lease apply to enter the following standard form of restriction against the title of the Property:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the applicant for registration or their conveyancer that the provisions of paragraphs 9.4 and 18 of Schedule 4 of the registered Lease have been complied with or that they do not apply to the disposition

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

[DELETE ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

THIS LEASE is dated

12th March

2021

BETWEEN:

- (1) **WOKINGHAM BOROUGH COUNCIL** of Civic Offices Shute End Wokingham RG40 1BN (Landlord); and
- (2) **ELMS WALK (WOKINGHAM) MANAGEMENT COMPANY LIMITED** incorporated and registered in England and Wales with company number 12924001 whose registered office is at 1 London Street, Reading, Berkshire, RG1 4PN (Management Company); and
- (3) [REDACTED] (Tenant).

IT IS AGREED as follows:

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply to this lease.

Access Road	the access road known as Elms Walk shown hatched blue on Plan 2 and Plan 3
Bin Store	the refuse area in or serving the Building as the Landlord shall from time to time designate for the storage of refuse to serve the Building
Building	The buildings known as the M1 building and the M2 building erected at Elms Walk, Wokingham, RG40 2EZ shown edged red on Plan 2 and Plan 3 in which the flats are situated and such additions to that building by the Landlord from time to time
Building Service Charge	a fair and reasonable proportion determined by the Landlord of the Building Services Costs.
Building Services	<ol style="list-style-type: none">(a) cleaning, maintaining, inspecting, decorating, repairing and replacing the Retained Parts;(b) any other service or amenity that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building and the Estate.
Building Services Costs	<p>the total of:</p> <ol style="list-style-type: none">(a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Landlord to be incurred of:<ol style="list-style-type: none">(i) providing the Building Services and;(ii) complying with all laws relating to the Retained Parts;

	<p>(b) the reasonably and properly incurred costs fees and disbursements of any managing agent or other person retained by the Landlord to act on their behalf in connection with the Building or the provision of the Building Services; and</p> <p>(c) all rates, taxes, impositions and outgoings payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).</p>
Car Park	all that land containing the car parking spaces and forecourt area shown edged red on Plan 4
Commercial Premises	the commercial premises on the ground first and second floors of the Building or elsewhere on the Estate from time to time.
Commercial Tenants	the tenant or tenants for the time being of the Commercial Premises.
Common Parts	<p>(a) the front door, entrance hall, passages, staircases and landings of the Building; and</p> <p>(b) the external footpaths and accessways and communal terraces;</p> <p>(c) the Bin Store;</p> <p>(d) the Cycle Store;</p> <p>(e) the lift and lift apparatus;</p> <p>(f) all boundary walls fences and railings of the Common Parts;</p> <p>that are not part of the Property, the Flats, the Retained Parts or the Commercial Premises and which are from time to time made available by the Landlord and intended to be used by the tenants and occupiers of the Building.</p>
Conditions for Entry	<p>the conditions to which any right to enter granted in Schedule 2 or excepted and reserved by Schedule 3 is subject, namely that the right shall be subject to the person exercising the right:</p> <p>(a) effecting entry at a reasonable time (or at any time in an emergency);</p> <p>(b) giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);</p> <p>(c) causing as little damage as possible to the</p>

	premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
	(d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.
Cycle Store	the cycle stores provided by the Landlord and allocated from time to time for the use of the Flat Tenants in the Building
Default Interest Rate	4% above the base rate from time to time of National Westminster Bank plc or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.
Estate	means the land now and formerly comprised in the Landlord's title number BK404324 known as Elms Walk and which includes the Building
Flats	any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property, the Commercial Premises, the Common Parts and the Retained Parts).
Flat Tenants	the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years.
Insurance Rent	<p>(a) A fair and reasonable proportion determined by the Landlord of the cost of any premiums (including any IPT) that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with its obligations in part 1 of Schedule 6 including any professional fees for carrying out any insurance valuation of the Reinstatement Cost;</p> <p>(b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them.</p>
Insured Risks	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to

underground services, public liability to anyone else and any other risks which the Landlord reasonably decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

IPT	Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
Landlord Covenants	the covenants on the part of the Landlord set out in Schedule 6.
Landlord's Neighbouring Property	each and every part of any adjoining and neighbouring property in which the Landlord has an interest
Loft Space	the loft space directly under the roof of the Building.
Management Company Covenants	the covenants on the part of the Management Company set out in Schedule 6 Part 2
Management Company Services	<ul style="list-style-type: none"> (a) cleaning, maintaining, decorating, securing repairing and replacing the Common Parts; (b) providing heating to the internal areas of the Common Parts during such periods of the year as the Management Company reasonably considers appropriate, and cleaning, maintaining, repairing and replacing the heating machinery and equipment; (c) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting, machinery and equipment on the Common Parts; (d) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts; (e) cleaning, maintaining, repairing, operating and replacing security machinery and equipment on the Common Parts; (f) cleaning the outside of the exterior windows of the Building which are not part of the Building Services; (g) maintaining any landscaped planted or grassed areas of the Common Parts; (h) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts; (i) insuring against public liability in relation to the Common Parts; (j) maintaining renewing and replacing the Service

	Media exclusively serving the Property and the Flats at the Building;
	(k) paying the Building Service Charge and the Insurance Rent applicable to each of the Property and the Flats in the Building; and
	(l) any other service or amenity that the Management Company may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.
Management Company Services Costs	the total of: <ul style="list-style-type: none"> (a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Management Company to be incurred of: <ul style="list-style-type: none"> (i) providing the Management Company Services and (ii) complying with all laws relating to the Common Parts; (b) the reasonably and properly incurred costs fees and disbursements of any managing agent or other person retained by the Management Company to act on their behalf in connection with the Common Parts or the provision of the Management Company Services; (c) the Building Service Charge applicable to each of the Property and the Flats in the Building; and (d) all rates, taxes, impositions and outgoings payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building).
Management Company Service Charge	a fair and reasonable proportion determined by the Management Company of the Management Company Services Costs.
Parking Space	a single parking space in the Car Park, with such space to be allocated by the Landlord from time to time provided that such space is always situated in the Car Park
Permitted Use	As a single private dwelling.
Pickford Transfer	the transfer dated 26 June 1989 and made between (1) Roche Products Pension Trust Limited (2) Pickfords

Travel Service Limited and (3) Wokingham District Council

Plan 1	the plan attached to this lease marked Plan 1
Plan 2	the plan attached to this lease marked Plan 2
Plan 3	The plan attached to this lease and marked Plan 3
Plan 4	The plan attached to this lease and marked Plan 4
Premium	£425,000.00 (Four hundred and twenty five thousand pounds)
Property	the part of the second and third floors of the Building known as plot number R018 and postal address Flat 19, Elms Walk, Wokingham, RG40 2EZ, the floor plans of which are shown edged red on Plan 1 and more particularly described in Schedule 1.
Quarter Days	1 April, 1 July, 1 October and 1 January in each year
Regulations	the covenants on the part of the Tenant set out in Schedule 5.
Reinstatement Cost	the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses.
Rent	a peppercorn
Rent Payment Date	1 April in each year
Reservations	the rights excepted and reserved to the Landlord in clause 4 and listed in Schedule 3.
Retained Parts	all parts of the Estate other than the Property, the Flats, the Common Parts, and the Commercial Premises including: (a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists and the guttering; (b) all parts of the Building lying below the floor surfaces or above the ceilings;

	(c)	all external decorative surfaces of the Building;
	(d)	the structural parts and railings of the balconies;
	(e)	the Loft Space;
	(f)	the Service Media at the Building and the Estate which do not exclusively serve either the Property or the Commercial Premises or the Flats; and
	(g)	all boundary walls fences and railings of the Building;
	(h)	the Car Park;
	(i)	the Access Road.
Rights		the rights granted by the Landlord to the Tenant in clause 3 and listed in Schedule 2.
Service Charge		The Building Service Charge and the Management Company Service Charge.
Service Charge Year		The annual accounting period relating to the Services and the Service Costs beginning on 1 October and each subsequent year of the term
Service Costs		the total of the Building Services Costs and The Management Company Services Costs
Service Media		all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
Tenant Covenants		the covenants on the part of the Tenant set out in Schedule 4 and the Regulations.
Term		a term of two hundred and fifty (250) years from and including 1 October 2020 and to and including 30 September 2270
Third Party Rights		all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in the property and charges registers of title numbers BK404324
VAT		value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.
1.2	A reference to this "lease", except a reference to the date of this lease or to the grant	

of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.

- 1.3 A reference to the "Landlord" includes a reference to the person entitled to the immediate reversion to this lease. A reference to the "Tenant" includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to permit or allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 Unless the context otherwise requires, references to the "Building", the "Commercial Premises", the "Common Parts", the "Estate", the "Flats", the "Property" and the "Retained Parts" are to the whole and any part of it.
- 1.7 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.8 A "person" includes a corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 A reference to "writing" or "written" excludes faxes or e-mail.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.11 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts.
- 1.12 A reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.13 A reference to the end of the term is to the end of the term however it ends.
- 1.14 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 References to clauses and Schedules are to the clauses of and schedules to this lease and references to paragraphs are to paragraphs of the relevant Schedule.

2 GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Term.
- 2.2 The grant is made together with the Rights, excepting and reserving the Reservations, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord or the Management Company as the case may be the following sums as rent:

- (a) the Rent;
- (b) the Insurance Rent;
- (c) the Service Charge;
- (d) all interest payable under this lease; and
- (e) all other sums due under this lease.

3 THE RIGHTS

- 3.1 The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property, but in each case subject to complying with any Regulations relating to that Right.
- 3.2 The Rights are granted subject to the Third Party Rights and in so far as the Landlord is able to grant them and in common with:
 - (a) the Landlord and all persons authorised by the Landlord;
 - (b) the Flat Tenants;
 - (c) the Commercial Tenants;
 - (d) the Management Company.
- 3.3 The Tenant shall not be deemed to have acquired any other easement or right over the Building, the Landlord's Neighbouring Property or any neighbouring property other than the Rights and section 62 of the Law of Property Act 1925 shall not apply to this lease.

4 THE RESERVATIONS

- 4.1 The Reservations are excepted and reserved from this lease for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 4.2 The Reservations may be exercised by the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.
- 4.3 The Reservations shall be construed as extending to the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise the Reservations.

5 TENANT COVENANTS

- 5.1 The Tenant covenants:
 - 5.1.1 with the Landlord and the Management Company to observe and perform the Tenant Covenants; and
 - 5.1.2 with the Landlord, the Flat Tenants, the Management Company and the Commercial Tenants to observe and perform the Regulations.

6 LANDLORD COVENANTS

- 6.1 Subject to clause 6.2 and 6.3, the Landlord covenants with the Tenant and the Management Company to observe and perform the Landlord Covenants.
- 6.2 The Landlord shall not be liable to the Tenant for any failure or interruption in the Building Services where the failure or interruption is outside the Landlord's reasonable control;
- 6.3 The Landlord shall not be liable to the Tenant for any failure or interruption in the Building Services, unless and until the Tenant has given the Landlord notice of the failure or interruption and the Landlord has not remedied the failure or interruption within a reasonable time of service of that notice
- 6.4 The Landlord will indemnify and keep the Tenant including successors in title indemnified against all actions proceedings damages costs claims and expenses which may be suffered or incurred in respect of the enforcement of any rights or any breach or non-observance or non-performance of any covenants contained in the Pickford Transfer.

7 MANAGEMENT COMPANY COVENANTS

- 7.1 The Management Company covenants with the Landlord and the Tenant to observe and perform the Management Company Covenants.
- 7.2 The Management Company shall supply to the Landlord such accounts, records and receipts relating to the Service Costs incurred by the Management Company and to permit the Landlord to inspect the accounts, records and receipts by appointment with the Management Company (or its managing agents).
- 7.3 The Management Company shall indemnify the Landlord against all claims, liabilities, costs, expenses (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), damages and losses (including any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) arising out of or in connection with:
 - 7.3.1 any breach of any of the Management Company's Covenants; or
 - 7.3.2 any act or omission of the Management Company or its workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.
- 7.4 The Management Company shall admit the Tenant as a member of the Management Company subject to and in accordance with its articles of association.

8 RE-ENTRY

- 8.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
 - 8.1.1 any Rent, Insurance Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable; or
 - 8.1.2 any breach of any of the Tenant Covenants.
- 8.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

9 DESTRUCTION OF BUILDING

- 9.1 If:
- 9.1.1 the Building is damaged or destroyed by an Insured Risk;
 - 9.1.2 the Property is wholly or partly unfit for occupation and use and/or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and
 - 9.1.3 the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them,
 - 9.1.4 then payment of the Rent, Insurance Rent and Service Charge, or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use and the Common Parts accessible and usable.
- 9.2 If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:
- 9.2.1 the Landlord's obligation to reinstate the Building contained in paragraph 2.2 of Schedule 6 shall be deemed to have been discharged;
 - 9.2.2 the Landlord shall hold all proceeds of the insurance policy of the Building in relation to such destruction or damage on trust for the Landlord the Commercial Tenants the Tenant, and the Flat Tenants in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing or failing agreement as determined pursuant to clause 9.3; and
 - 9.2.3 the Landlord shall pay such sums as it has received which are due to the Tenant in respect of its interest in the Building within three months of agreement or on determination pursuant to clause 9.3.
- 9.3 Any dispute arising regarding this clause 9 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

10 SET-OFF

The Rent, Insurance Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any deduction or withholding other than as required by law. The Tenant shall not be entitled to assert any credit, set-off or counterclaim against the Landlord to justify withholding payment of any sum due.

11 LANDLORD'S CONSENT

- 11.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.
- 11.2 No consent given by the Landlord under this lease shall imply that any consent required from a third party has been given and shall not obviate the need to obtain any consent required from a third party.

12 DISPUTES BETWEEN TENANTS

Save for any dispute arising under clause 9, any dispute between any of the Tenant, the

Management Company, the Flat Tenants and the Commercial Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

13 JOINT AND SEVERAL LIABILITY

At any time when the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, any one of those persons, or grant any time or other indulgence to any one of them, without affecting the liability of any other of them.

14 ENTIRE AGREEMENT

14.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

14.2 Each party acknowledges that in entering into this lease and any documents annexed to it, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's Legal advisors have given to any written enquiries raised by the Tenant's Legal Advisors before the date of this lease.

14.3 Nothing in this clause shall limit or exclude any liability for fraud.

15 NOTICES

15.1 A notice given under or in connection with this lease shall be:

15.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause a fax or an e-mail is not in writing;

15.1.2 given to the Landlord by:

(a) leaving it at the Landlord's address given in clause 15.5; or

(b) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 15.5;

15.1.3 given to the Tenant by:

(a) leaving it at the Property;

(b) or sending it by pre-paid first-class post or other next working day delivery service at the Property or the last address provided by the Tenant to the Landlord as their address for service.

15.2 If a notice is given in accordance with clause 15.1, it shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

15.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given