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You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This Lease is made the 7 day of JULY Two thousand and ten

BETWEEN

1. **DAVID LESLIE JONES** of Tithebarn Mount Road Upton Birkenhead Merseyside and **BARBARA MARY IMOGENE JONES** of Treworgan Lodge Pine Walk Prenton Birkenhead Merseyside ("**the Landlord**")
2. **THE BED FACTORY LIMITED** whose Registered Office is situate at 5 Lord Steet Birkenhead Wirral Merseyside CH41 1BJ ("**the Tenant**")
3. **JOHN FRANCIS McATEER** and **BRENDA McATEER** of PO Box 306 03725 Tuelada Alicante Spain formerly of 67 Moreton Road Upton Wirral Merseyside CH45 4NR ("**the Guarantor**")

WITNESSETH as follows:-

1. LEASE PARTICULARS AND INTERPRETATION

- 1.1 **the Premises** ALL THAT the premises being Units 11, 12 and 13 Hastings House Canning Street Birkenhead Merseyside demised by the Other Lease
- 1.2 **the Other Lease** A lease made the 19th day of May One thousand nine hundred and ninety-three between the Landlord (1) the Tenant (2) and the Guarantor (3) (a copy of the Other Lease is attached hereto)
- 1.3 **VAT** VAT means value added tax or any other tax of a similar nature and all reference to rents or other sums payable by the Tenant are exclusive of VAT
- 1.4 For all purposes of this lease the terms set out above shall have the meanings specified

2. RECITALS

~~2.1~~ This deed is supplemental to the Other Lease which expires on 24th June 2013
CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL

15 AUG 2016

DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool L3 9AE

Handwritten signature

2.2 The reversion immediately expectant on the term of years granted by the Other Lease remains vested in the Landlord

2.3 The residue of the term of years granted by the Other Lease remains vested in the Tenant

2.4 The Tenant has requested the Landlord to grant a further lease of the Premises to it

3. DEMISE

THE Landlord with full title guarantee DEMISES to the Tenant the Premises TOGETHER with the rights specified in the First Schedule but EXCEPT AND RESERVING to the Landlord the rights specified in the Second Schedule SUBJECT but to the same extent only as the Other Lease to all rights easements quasi-easements privileges covenants restrictions and stipulations of whatsoever nature affecting the Premises TO HOLD the Premises to the Tenant for the term commencing on and including the 25th day of June 2013 and expiring on the 25th day of June 2018 YIELDING AND PAYING to the Landlord the rent of Thirty three thousand pounds (£33,000) per annum or such greater amount as may be payable under Clause 7 of the Other Lease together where properly invoiced with Value Added Tax at the rate from time to time payable without any deduction by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year such annual rent to be paid by Bankers Order to the credit of such nominated account of the Landlord within the UK as shall be directed by the Landlord

4. TERMS

EXCEPT as to:

4.1 the term of years granted

4.2 the rent reserved

this lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Other Lease as if the same were set out in this lease in full with such modifications only as are necessary to make the same applicable to the present demise

5. COVENANTS

5.1 THE Tenant COVENANTS with the Landlord to observe and perform all the covenants and conditions on its part contained in the Other Lease as modified above

5.2 THE Landlord COVENANTS with the Tenant to observe and perform all the covenants and conditions on the landlords part contained in the Other Lease

6. AVOIDANCE OF OTHER LEASE DETERMINED

If the term of years granted by the Other Lease is determined under the proviso for re-entry contained in it then this Lease is to become absolutely void

7. LANDLORD AND TENANT (COVENANTS) ACT 1995

This Lease is a “new tenancy” as that expression is defined in the Landlord and Tenant (Covenants) Act 1995

8. LANDLORD’S RELEASE

The Tenant agrees not to object unreasonably to the Landlord being released from its obligations under this Lease as requested in any notice served on the Tenant under the Landlord and Tenant (Covenants) Act 1995

9. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Agreement may not enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999

10. LANDLORD’S TITLE

On the expiration of the term of the Other Lease or of this Lease howsoever caused the Tenant will remove any land charge notice or entry or other matter registered by the Tenant against the Landlord’s title The Tenant hereby irrevocably appoints the Landlord to be its attorney in its name and on its behalf to sign execute do and deliver any such instrument or thing and generally to use its name for the purpose of removing any such entry notice or other matter registered against the Landlord’s title at the expiration of the said term howsoever granted

IN WITNESS whereof the Landlord and the Tenant have executed this instrument as a Deed in the presence of the persons mentioned below the day and year first above written

FIRST SCHEDULE

Rights Granted

The rights and easements referred to in the Other Lease as if the same were set out herein in full

SECOND SCHEDULE

Rights reserved

The exceptions and reservations referred to in the Other Lease as if the same were set out in this lease in full

Executed as a deed by
THE BED FACTORY LIMITED
acting by:

Director



Director/Secretary



Dated

19th May

1993

D.L. JONES ESQ. and
MRS B.M.I. JONES (1)

THE BED FACTORY (2)
LIMITED

J.F. McATEER ESQ and
MRS B. McATEER (3)

Counterpart/

L E A S E

relating to Units 11,12 and 13
Hastings House, Canning Street,
Birkenhead, Merseyside

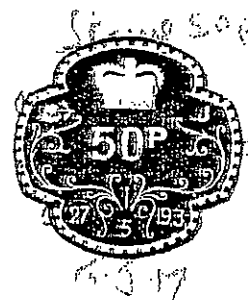
Bremner, Sons & Corlett
Solicitors
Chester

T H I S L E A S E is made the 19th day of May
One thousand nine hundred and ninety two B E T W E E N DAVID
LESLIE JONES of Tithebarn Mount Road Upton Birkenhead
Merseyside and BARBARA MARY IMOGENE JONES of Treworgan Lodge Pine
Walk Prenton Birkenhead Merseyside (hereinafter called 'the
Landlord' which expression shall where the context so admits
include the persons for the time being entitled to the reversion
immediately expectant on the term hereby created) of the first
part and THE BED FACTORY LIMITED whose registered office is
situate at 52 Mount Pleasant Liverpool L3 5JN (hereinafter called
'the Tenant' which expression shall where the context so admits
include its successors in title) of the second part and JOHN
FRANCIS McATEER and BRENDA McATEER (his wife) both of 67 Moreton
Road Upton Wirral Merseyside L45 4NR (hereinafter called 'the
Guarantor') of the third part

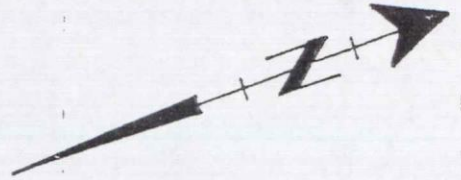
WITNESSETH as follows:-

1. In consideration of the rent and the Tenant's covenants
hereinafter contained the Landlord hereby demises unto the Tenant
ALL THOSE premises situate in Canning Street Birkenhead
Merseyside known as Units 11,12 and 13 Hastings House and more
particularly delineated and edged red on the plan hereunto annexed
(hereinafter called 'the demised premises') TOGETHER ALSO WITH
the free and uninterrupted passage and running of water soil gas
electricity and other services to and from the demised premises
over through and along the sewers drains pipes wires and cables
which now are or may hereafter during the term hereby granted be
in or under the adjoining land and buildings of the Landlord with
the right for the Tenant with or without workmen and equipment to
enter upon the said land and buildings of the Landlord at any time

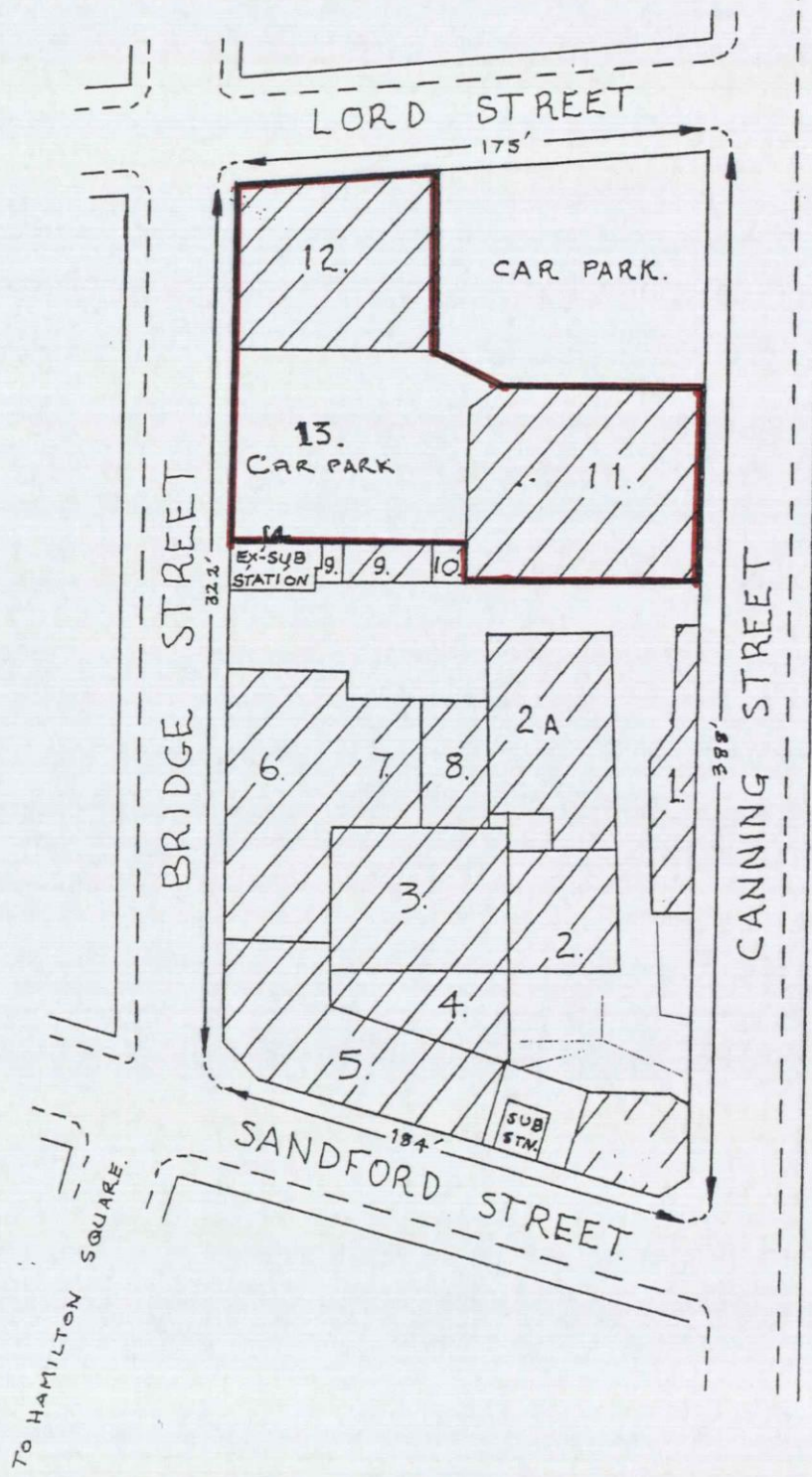
50P
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Plan Referred To



HASTINGS HOUSE
CANNING STREET
BIRKENHEAD.



*Drawn by
S. D. Lambert*

SCALE FOR IDENTIFICATION PURPOSES ONLY.

DATE

S. D. LAMBERT & CO.
Chartered Surveyors
23 HAMILTON SQUARE,
BIRKENHEAD
Telephone 051-647 6112/3

upon prior notice in writing (save in case of emergency) for the purpose of repairing cleansing maintaining and renewing the said sewers drains pipes wires and cables and the demised premises subject to the Tenant making good any damage caused by such entry EXCEPT AND RESERVING to the Landlord the free and uninterrupted passage and running of water soil gas electricity and other services through the sewers drains pipes wires and cables which now are or may hereinafter during the term hereby granted be in or under or upon the demised premises with power for the Landlord and his agents workmen and others having authority to enter upon the demised premises at all reasonable times upon prior notice in writing (save in case of emergency) to open examine renew repair maintain and cleanse the said sewers drains pipes wires and cables SUBJECT to the Landlord making good all damage caused by such entry except in so far as such entry may be necessitated by any act or default of the Tenant TO HOLD the same unto the Tenant for the term of 21 years from the 24th day of June One thousand nine hundred and ninety two (the Commencement Date) and the term hereby granted shall include any extension or continuation thereof whether by agreement or by or pursuant to any statute for the time being in force YIELDING AND PAYING therefor during the first year the yearly rent of Twelve thousand pounds and thereafter until 23rd June 1998 the yearly rent of Twenty thousand pounds and thereafter such amounts as may be payable by virtue of Clause 7 hereof by equal quarterly payments in advance on the usual quarter days in every year the first proportional payment being for the period from the 24th day of June One thousand nine hundred and ninety two to the 19th day of May One thousand nine hundred and ninety three to be made on the date hereof

2. PROVIDED ALWAYS that the Tenant shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring land for building or any other purpose

3. THE Tenant hereby COVENANTS with the Landlord as follows:-

(A) (i) To pay by Bankers Order the reserved rents without any deductions at the times and in manner aforesaid or in such other manner as the Landlord may reasonably prescribe

(ii) If and whenever the Tenant shall fail to pay the rents or any part thereof or any monies due under this Lease within 14 days of the due date (whether formally demanded or not) to pay to the Landlord interest on such rents or other monies calculated from the date on which the same became due until the date of payment at 5 per cent per annum over the base rate of Midland Bank PLC or 11 per cent per annum (whichever shall be the higher)

(iii) To keep the demised premises insured with an Insurance Company approved by the Landlord (such approval not to be unreasonably withheld or delayed) in the joint names of the Landlord and the Tenant against loss or damage by fire and such other risks as the Landlord may from time to time reasonably prescribe for an amount equal to its full reinstatement cost (including all professional fees and the cost of any work which might be required by or by virtue of any Act of Parliament) and two years loss of rent

(iv) To produce to the Landlord on demand the Policy of insurance maintained by the Tenant and the receipt for the premium payable for it

(v) In the event of the demised premises or part of it being destroyed or damaged by fire or by any other peril against

the risk of which the Tenant is liable to insure (subject to all necessary permissions and consents being obtained) forthwith to lay out any insurance monies received to reinstate the demised premises or such part of it as may have been so damaged or destroyed with accommodation as convenient and commodious as (but not necessarily identical to) that previously existing

(vi) In case it shall be impossible or impracticable to reinstate in accordance with sub-clause (v) above any monies received under the said Policy of insurance (except payments in respect of loss of rent which shall belong to the Landlord absolutely) shall be divided between the Landlord and the Tenant according to the value at the date of the damage or destruction of their respective interests in the demised premises (to be determined in default of agreement by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors)

To pay
outgoings (B) (i) To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises by the occupier thereof (except such as are charged on a disposition of any interest in reversion to this lease or as are attributable to the Landlord's receipt of rents and profits from the demised premises)

(ii) To pay and to indemnify the Landlord against Value Added Tax (or any tax of a similar nature that may be substituted for it or levied in addition to it) on rent or chargeable in respect of any payment made by the Tenant under any of the provisions of or in connection with this Lease or paid by the Landlord on any payment made by the Landlord where the Tenant agrees in this Lease to reimburse the Landlord for such payment

To Repair

(C) (i) To keep in good and substantial repair and condition the interior of the demised premises and every part thereof including glass in the windows and the Landlord's fixtures therein and such parts of the drains pipes wires and sanitary apparatus as are situate within the demised premises so that the said apparatus shall comply with the regulation or byelaw for the time being applicable thereto (damage by fire and other insured risks save where the insurance moneys are partially or wholly irrecoverable due to any act or default of the Tenant or of the Landlord excepted)

(ii) To paint with two coats of good quality paint in a workmanlike manner all the wood iron and other parts of the demised premises heretofore or usually painted internally and externally as often as the Tenant deems it necessary but at least in every fifth year both externally and internally and in the last year of the term hereby created howsoever the same may be determined and after every internal painting to grain varnish french polish distemper wash stop whiten and colour all such parts as have previously been so dealt with and to repaper the parts usually papered with suitable paper of as good quality as that in use at the commencement of the term hereby created

(iii) To protect the floors in the demised premises from any future spillage of oil or chemicals and/or excessive damage and wear to the floor surfaces and to make good any such spillage or damage

To permit entry

(D) To permit the Landlord or his duly authorised agents with or without workmen or others at all reasonable times during the said term to enter upon the demised premises or any part thereof for the purposes of carrying out repairs to their adjoining or

neighbouring property causing as little inconvenience as possible
PROVIDED that (except in case of emergency) the Landlord shall
give reasonable written notice of his intention to exercise this
right and in any event if any damage thereby occurs to the demised
premises the Landlord will at his own expense forthwith repair
such damage

Alterations (E) Not to make or permit any structural alteration improvement
or addition or any external alteration on or to the demised
premises or cut or maim any of the timbers thereof and further not
without the previous consent in writing of the Landlord (such
consent not to be unreasonably withheld or delayed) to make any
non structural internal alterations

Right to (F) To permit the Landlord or his agents with or without
enter and workmen or others at all reasonable times in the day time and upon
view 48 hours written notice save in emergency to enter into and and
upon the demised premises to view the condition thereof and to
give or leave on the demised premises notice in writing to the
Tenant of any want of repair then found and the Tenant shall with
all reasonable speed after such notice repair and make good the
same in accordance with the covenant in that behalf hereinbefore
contained AND if the Tenant shall not within twenty eight days
after service of such notice proceed diligently with the execution
of such repairs then to permit the Landlord to enter upon the
demised premises and execute such repairs and the cost thereof
shall be a debt due from the Tenant to the Landlord and be
forthwith recoverable by action

ot to (G) Not to carry on or suffer to be carried on or do or suffer to
commit be done any act or thing which may be a nuisance or inconvenience
nuisance to the Landlord or any of his adjoining tenants or property or to

the owners or occupiers of any adjacent property or use or permit the demised premises to be used for any illegal or immoral purposes

Not to assign etc with or share possession or occupation of part only of the demised premises or share possession or occupation of the whole or any part thereof for all or any part of the said term without consent

(H) (a) Not to assign transfer underlet charge mortgage or part of the demised premises or share possession or occupation of the whole or any part thereof for all or any part of the said term without the licence in writing of the Landlord which shall not be unreasonably withheld or delayed PROVIDED however that should the Tenant desire to assign demise underlet or otherwise part with possession as aforesaid he shall also before so doing and before giving possession to the intended assignee or underlessee execute and deliver to the Landlord a deed to be prepared by the Solicitor of the Landlord at the cost of the Tenant containing a covenant by the intended assignee or underlessee directly with the Landlord to perform and observe during the term assigned or granted to the assignee or underlessee the covenants (including this present covenant) by the Tenant and conditions contained in this Lease (and in the case of an assignment to pay the rents hereby reserved) in the same manner as if such covenants and conditions were repeated in extenso in such deed with the substitution of the name of the intended assignee or underlessee for the name of the Tenant and with such other alterations as the deaths of parties or as other circumstances shall render necessary

(ii) Provided further that if such intended assignee as aforesaid shall be a private limited liability company then upon

the Landlord's reasonable demand in that behalf two (if the Landlord so requires) of its directors of satisfactory standing shall join in such deed as sureties for such company in order jointly and severally to covenant with the Landlord as sureties that such company will pay the said rents and perform and observe the said covenants and to indemnify and save harmless the Landlord against all loss damages costs and expenses arising by reason of any default by the company and such covenant shall further provide in the usual form that any neglect or forbearance of the Landlord shall not release or exonerate the sureties and shall further provide for the sureties to accept a new Lease of the demised premises upon disclaimer of these presents by the company or on its behalf if so required by the Landlord within three months of such disclaimer such new Lease to be for the residue then unexpired of the term hereby granted and at the rents payable and subject to the same Tenant's covenants and to the same provisos and conditions as those in force immediately before such disclaimer and to be granted at the cost of the sureties in exchange for a counterpart duly executed by the sureties

(c) On the grant of any permitted underlease to obtain therein and at all times thereafter to enforce performance and observance of covenants on the part of the underlessee as follows

- (i) an absolute covenant not to assign demise underlet or otherwise part with possession of any part of the sub-demised premises (here meaning a portion only and not the whole thereof) or to share occupation of the whole or any part thereof for all or any part of the sub-term
- (ii) an absolute covenant not to assign demise underlet or otherwise part with possession of the whole of the sub-demised premises

(d) Notwithstanding anything herein contained the Tenant shall not create or permit the creation of any interest derived out of the term hereby granted howsoever remote or inferior upon the payment of a fine or premium or at a rent less than the full market rent (obtainable without taking a fine or premium) of the demised premises and shall not create or permit the creation of any such derivative interest as aforesaid save by instrument in writing containing such absolute prohibition as aforesaid on the part of the underlessee and those that may derive title under such underlessee

(e) the Tenant upon application for consent to assign underlet or part with possession shall pay the Landlord's Solicitors reasonable costs of preparation of such consent

Notices of Assignment to be registered (I) Within one calendar month after the execution of any assignment underletting or devolution of the demised premises to produce to the Solicitors for the time being of the Landlord a certified copy of such assignment or underlease or the Probate or Letters of Administration under which such devolution arises and pay to them a fee of £20 plus V.A.T. (or other such reasonable sum as shall be notified by the Landlord to the Tenant) for the registration of each such deed or document

Costs of Notices (J) To pay all expenses (including Solicitors costs and Surveyors fees) incurred by the Landlord in connection with any application for a consent by the Tenant pursuant to the terms of this Lease or in connection with the preparation and service of a Schedule of Dilapidations during or on the expiry of the term or in connection with the renewal of this Lease (subject to any Order of the Court) or incidental to or in contemplation of the preparation and service of a notice under Section 146 and 137 of

the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court

Not to hold or permit or suffer to be held any sale by auction on the demised premises

(L) To allow the Landlord at any time within six calendar months next before the expiration of the said term or determination of this lease in accordance with the provisions of Clause 5 (iii) hereof or any statutory extension thereof to affix in any suitable part of the demised premises a notice for re-letting the same and the Tenant will not remove or obscure the same and will permit all persons by order in writing of the Landlord or his agent to view the demised premises at reasonable hours in the day time without interruption

(M) To give notice to the Landlord of any notice order or proposal for a notice or order served on the Tenant under any Statute or Order affecting the interests of the Landlord or the Tenant and if so required by the Landlord to produce the same and at the request and cost of the Landlord to make or join in making any objection or representation in respect of any proposal as the Landlord may require the Landlord indemnifying the Tenant against any costs and expenses incurred by the Tenant or awarded against him not arising from his default whether under these presents or otherwise

(N) In relation to the Planning Acts (by which expression it is intended herein to designate the Town and Country Planning Acts 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made hereunder):-

(a) at all times during the said term to comply in all respects

with the provisions and requirements of the Planning Acts and all licences consents permissions and conditions (if any) granted or imposed thereunder or under any enactment repealed thereby so far as the same respectively relate to or affect the demised premises or any part thereof or any operations works acts or things already or hereafter to be carried out executed done or omitted thereon or the use thereof for any purpose and

(b) during the said term so often as occasion shall require at the expense in all respects of the Tenant to obtain from (as the case may be) the Local Planning Authority or the Minister of Housing and Local Government all such licences consents and permission (if any) as may be required for the carrying out by the Tenant of any operations on the demised premises or the institution or continuance by the Tenant thereon of any use thereof which may constitute development within the meaning of the Planning Acts and

(c) to pay and satisfy any charge that may hereafter be imposed under the Planning Acts in respect of the carrying out or maintenance by the Tenant of any such operations or the institution or continuance by the Tenant of any such use as aforesaid and

(d) notwithstanding any consent which may be granted by the Landlord under sub-clause (E) of this present clause and without prejudice to that sub-clause not to carry out or make any alteration or addition to the demised premises or any change of use thereof (being an alteration or addition or change of use for which a planning permission needs to be obtained) before a planning permission therefor has been obtained and

(e) unless the Landlord shall otherwise direct to complete

before the expiration or sooner determination of the said term any works stipulated to be carried out to the demised premises by a date subsequent to such expiration or sooner determination as a condition of any planning permission which may have been granted during the said term and which the Tenant may have implemented (f) and when called upon so to do to produce to the Landlord or his surveyor all such plans documents and other evidence as the Landlord may reasonably require in order to satisfy himself that the provisions of this covenant have been complied with in all respects

To comply
with all
statutory
notices

(0) (i) at all times during the said term in all respects to observe and comply with the provisions of any statute (including in that expression any public or local Act of Parliament and any statutory instrument general order regulations or bye-laws made under or pursuant to an Act of Parliament) for the time being in force (including Town Planning provisions) or any Notice or requirement thereunder so far as the same relate to or affect the demised premises or any part thereof or the user thereof for the purpose of the Tenant's business or the employment therein of any person or persons or the operation on the demised premises of any machinery or plant and promptly to execute all works or take every step requisite or desirable for such compliance and to keep the Landlord indemnified against all costs charges and expenses of or incidental to the matters mentioned in this sub-clause provided that the Tenant shall not be under any greater obligation to the Landlord as to repair than as is expressly set out in Clause 3(c) of this Lease

(ii) furthermore and without prejudice to the generality of the provisions of sub-clause (i) hereof to comply in all respects

and at the Tenant's own expense with the provisions of the Factories Acts 1937 to 1961 and Offices Shops and Railway Premises Act 1963 and the Health and Safety at Work etc Act 1974 and at the Tenant's own expense to do carry out provide and maintain all acts things matters or arrangements required by or under or pursuant to the said Acts (irrespective of whether the responsibility for the same is by or under or pursuant to the said Acts imposed upon the Landlord Tenant owner or occupier of the demised premises) and to indemnify the Landlord from and against all expenses charges payments costs liability claims demands actions and proceedings arising under or pursuant to the said Acts or in any way or relation thereto and to supply to the Landlord on request any and all information which the Landlord may require to satisfy himself that the provisions of this present sub clause have been complied with provided that the Tenant shall not be under any greater obligation to the Landlord as to repair than as is expressly set out in Clause 3(c) of this Lease. Reference in the foregoing to the Factories Acts 1937 to 1961 the Offices Shops and Railway Premises Act 1963 and the Health and Safety at Work etc Act 1974 shall be deemed to include any statutory modification or re-enactment thereof for the time being in force and any and all Regulations Orders and Bye-laws made thereunder or pursuant thereto

- notice of (P) Immediately upon receipt of:-
- parochial (i) A proposal for alteration of the valuation list under the
- notices or Local Government Act 1948 or any statutory modification or
- orders re-enactment thereof for the time being in force in respect of the demised premises
- (ii) Any notice or communication from any Local Authority to

acquire compulsorily any interest in the demised premises or any part thereof

(iii) Any notices or proposal beneficially or detrimentally affecting the demised premises to send a copy of such proposal notice or communication to the Landlord and at the Landlord's request to join the Landlord in opposing any such alteration or valuation or compulsory acquisition or detrimental proposal

Not to impose undue strain on buildings (Q) Not to deposit keep or store in the demised premises such a quantity or weights of goods as shall be or shall reasonably appear to the Landlord or his surveyor to be likely to strain or overload or otherwise injure or endanger the timbers floors or structure of the demised premises

Not to exhibit nameplates (R) Not to exhibit any external indication of business except a sign and nameplate of a form and character to be approved by the Landlord at a position to be indicated and approved by the Landlord such approval not to be unreasonably withheld or delayed provided that any planning permission required is obtained at the Tenants own cost

to use for purposes of (S) To use the demised premises only for the purposes of the retail of beds headboards upholstery bedroom furniture soft furnishings bedding and sun beds and like or ancillary items (or such other use that falls within Classes A1 B1 and B2 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as the Landlord shall from time to time approve such approval not to be unreasonably withheld or delayed but specifically excluding the uses that are being carried out in any other part of Hastings House aforesaid

Not to insure (T) (a) Not to do or permit or suffer to be done on the demised premises anything which may cause any insurance of the demised premises

premises or any part thereof to be or become vitiated or whereby the premium or premiums payable under any such insurance is or are liable to be increased

(b) In the event of the demised premises or of any part thereof being damaged or destroyed by fire at any time during the term hereby granted and the insurance money under any policy of insurance effected thereon being wholly or partially irrecoverable by reason solely or in part of any act or default of the Tenant or his servants or agents the Tenant will forthwith pay to the Landlord the whole or (as the case may be) a proportion (to be determined by the Landlord) of the cost of rebuilding and reinstating the same

Rights of Light (U) Throughout the said term so far as lies in the Tenant's power and at the sole cost of the Landlord to use his best endeavours short of litigation to preserve unobstructed and undefeated all rights of light and other easements appertaining to the demised premises in any way and at all times to afford to the Landlord at his expense such reasonable facilities and reasonable assistance as may enable the Landlord to prevent the acquisition by anyone of any right of light or other easement over the demised premises or any part thereof

Yield up (V) To yield up the demised premises with the fixtures and additions thereto (other than such trade and other tenants fixtures as shall belong to the Tenant) at the determination of the tenancy in tenantable repair and condition in accordance with the covenants hereinbefore contained

Landlords 4. THE Landlord hereby covenants with the Tenant:-

Covenant (i) that the Tenant paying the rents hereby reserved and observing and performing the covenants and conditions herein contained and on his part to be observed and performed shall and

may peaceably and quietly possess and enjoy the demised premises during the said term without any lawful interruption from or by the Landlord or from any person rightfully claiming from or under him

(ii) to keep the roof main walls and main timbers of the demised premises in good and substantial repair and condition fair wear and tear excepted but in no better state of repair and condition than the same now are as evidenced by the Schedule of Condition annexed to this Lease

5. PROVIDED ALWAYS and it is expressly agreed and declared as follows:-

(i) that if the said yearly rent or any part thereof shall be in arrear for twenty one days after the same shall have become due (whether legally demanded or not) or if and whenever the Tenant shall at any time fail or neglect to perform or observe the covenants conditions or agreements herein contained on his part to be observed and performed or if the Tenant shall become subject to the Bankruptcy Laws for the time being or make any arrangement or composition with his creditors generally or being a Company shall go into liquidation or if the Tenant shall suffer any distress or execution to be levied on his goods and in any of the said cases the Landlord may re-enter the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine without prejudice to the Landlord's right of action in respect of rent or any then subsisting breach of covenant PROVIDED THAT if:-

(a) at any time an event occurs which gives rise to a right of re-entry in accordance with the above provisions (Relevant Event) and

(b) at the date of occurrence of the Relevant Event (Relevant Date) there is subsisting any mortgage or charge over or affecting the Tenant's interest in the demised premises (the Charge) and

(c) on or before the Relevant Date the Landlord or the Landlord's Solicitors have received written notification of the name of the person or company entitled to the benefit of the Charge (the Chargee) and of the address for service of the Chargee (Address for Service)

then unless the Landlord has first given to the Chargee at the Address for Service not less than 28 days notice of his intention to do so the Landlord shall not be entitled to exercise any right of re-entry in respect of the Relevant Event nor shall the Landlord exercise such right until the expiry of such notice but so that this proviso shall not affect or restrict in any way the exercise by the Landlord at any time and without notice to the Chargee of any other right or remedy which the Landlord may have in respect of the Relevant Event or any right of the Chargee in respect of any re-entry by the Landlord in respect of the Relevant Event

(ii) The Landlord shall not be liable or responsible in any way whatsoever for the act neglect or default of another tenant or licensee of the Landlord or of an occupier of any adjoining land or building of the Landlord nor for any loss or damage which may be sustained by or occasioned to the Tenant his workmen servants or any other persons through or by reason or in consequence of any act neglect or default of any such other tenants or licensees or occupier nor for any damage whatsoever and howsoever arising to any goods or chattels parked or left on or near the demised premises

(iii) The Tenant shall be entitled at any time during the period of 56 days after the date upon which any revised rent shall have been ascertained in accordance with Clause 7 of this Lease to give the Landlord notice to determine this Lease which notice shall take effect 6 months following the date of service of such notice whereupon the term shall immediately cease and determine but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant

(iv) Except where any statutory provision prohibits the Tenant's right to compensation being reduced or excluded by agreement neither the Tenant nor any sub-tenant shall be entitled to claim from the Landlord on quitting the demised premises or any part thereof any compensation under the Landlord & Tenant Act 1954

(v) The Guarantor covenants with the Landlord for the period of 10 years from the Commencement Date (or sooner determination of the term hereby granted) (the Guarantee Period):-

(a) that the Tenant will at all times duly and punctually pay the rents as herein provided and will observe and perform all the Tenant's covenants and the conditions contained in this Lease

(b) that if the Tenant shall default in paying any of the rents or in observing or performing any of the covenants and conditions contained in this Lease the Guarantor will pay such rents or observe or perform the covenants or conditions in respect of which the Tenant shall be in default and pay and make good to the Landlord on demand all losses damages

costs and expenses sustained by the Landlord through the default of the Tenant notwithstanding

(1) any time or indulgence granted by the Landlord to the Tenant or any neglect or forbearance of the Landlord in enforcing the payment of rents or the observance or performance of the Tenant's covenants or any refusal by the Landlord to accept rents tendered by or on behalf of the Tenant at a time when the Landlord was entitled (or would after the service of a notice under Section 146 of the Law of Property Act 1925 have been entitled) to re-enter the demised premises

(2) the Tenant shall have surrendered part of the demised premises in which event the liability of the Guarantor hereunder shall continue in respect of the part of the demised premises not so surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925

(3) that the Tenant may have ceased to exist

(d) if at any time during the Guarantee Period the Tenant (being an individual) shall become bankrupt or (being a Company) shall enter into liquidation and the Trustee in Bankruptcy or Liquidator shall disclaim this Lease the Guarantor will if the Landlord or the Guarantor shall by notice in writing within three months after such disclaimer so require take from the Landlord a lease of the demised premises for a term commensurate with the residue of the term hereby created which would have remained had there been no disclaimer at the same rent then being payable

and subject to the same covenants and conditions as are reserved by and contained in this Lease the said lease to take effect from the date of the said disclaimer and in such case the Guarantor shall pay the costs of such new Lease and execute and deliver to the Landlord a counterpart thereof

(e) if the Landlord shall not require the Guarantor to take a Lease of the demised premises pursuant to the preceding sub-clause the Guarantor shall nevertheless upon demand pay to the Landlord a sum equal to the rent that would have been payable under this Lease but for the disclaimer in respect of the period from the date of the disclaimer until the expiration of three months therefrom

Abatement of rent in case of fire

6. IN case the demised premises or any part thereof shall at any time during the said term be destroyed or damaged by fire so as to be unfit for occupation and use (and the policy or policies of insurance shall not have been invalidated by any act or default of the Tenant) the rent hereinbefore reserved or a fair and just proportion thereof according to the nature and extent of the actual damage shall be suspended until the demised premises shall again be fit for occupation and use and any dispute in relation to this clause shall be determined by arbitration in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof

review

7. (1) In this Lease 'Review Date' means the 24th day of June in 1998 2003 2008 and 2013
'Review Period' means 'the period starting with any review date up to the next review date or starting with the last review date up to the end of the term hereof'

(2) The yearly rent shall be:-

(a) Save as mentioned in Clause 1 of this Lease until the

first Review Date the rent of Twenty thousand pounds (£20,000) and

(b) during each successive Review Period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided whichever be the greater

(3) Such revised rent for any Review Period may be agreed in writing at any time by the Landlord and the Tenant

(4) In the absence of such agreement such revised rent shall be determined not earlier than the relevant Review Date by an independent valuer ('the Valuer') to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors ('the President') on the application of either the Landlord or the Tenant made not earlier than two months before the relevant Review Date nor later than the end of the relevant Review Period during which the revised rent will be payable

(5) The Valuer shall act as an expert not as an arbitrator

(6) The revised rent to be determined by the Valuer shall be the yearly rent of the demised premises at the relevant Review Date having regard to market rental values current at the relevant Review Date

(7) In determining the revised rent the Valuer shall assume that at the relevant Review Date:-

(a) The covenants by the Tenant contained in this Lease have been fully observed and performed and

(b) The demised premises are fit for immediate occupation and use but subject always to the provisions of sub-clause

(8) (c) of this Clause and

- (c) No work has been carried out by the Tenant his sub-tenants or their predecessors in title during the term on the demised premises which has reduced the rental value and
 - (d) If the demised premises have been destroyed or damaged they have been fully restored and
 - (e) The demised premises are available to let as a whole by a willing landlord to a willing tenant
 - (i) Without a premium
 - (ii) With vacant possession
 - (iii) Subject to the provisions of this Lease (other than the amount of rent reserved above but including the provisions for rent review) for a term of 10 years or the residue then unexpired of the term of this Lease (whichever be the longer)
- (8) In determining the revised rent the Valuer shall disregard
- (a) Any effect on rent of the fact that the Tenant his sub-tenants or their respective predecessors in title have been in occupation of the demised premises and
 - (b) Any goodwill attached to the demised premises by reason of the carrying on there of the business of the Tenant his sub-tenants or their predecessors in title in their respective businesses and
 - (c) Any increase in rental value of the demised premises attributable to the existence at the relevant Review Date of any permitted improvement to the demised premises carried out (with consent where required) by the Tenant his sub-tenants or their respective predecessors in title during the term otherwise than in pursuance of an obligation to the Landlord and

(d) The value of any tenant's fixtures and fittings

(9) The Valuer shall give the Landlord and the Tenant the opportunity to make written representations to him

(10) If the Valuer shall die delay or become incapable of acting or unwilling to act or if for any other reason the President or the person acting on his behalf shall in his absolute discretion think fit the President may by writing discharge the Valuer and appoint another in his place

(11) The cost of the reference shall be in the award of the Valuer whose decision shall be final and binding on the Landlord and the Tenant

(12) If the revised rent payable on and from the relevant Review Date has not been agreed or determined by the relevant Review Date the Tenant shall continue to pay the rent previously payable

(13) Forthwith on the revised rent being ascertained and communicated in writing to the Tenant the Tenant shall pay to the Landlord any shortfall between the rent previously payable and the revised rent payable up to and on the preceding quarter day or days together with interest on any shortfall at the rate of 2 per cent per annum over the base rate of Midland Bank PLC such interest to be calculated on a day to day basis from the relevant Review Date on which it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall

(14) When the amount of any revised rent has been agreed or determined as provided above memoranda of it shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the Counterpart of this Lease and each party shall bear its own costs of such endorsement

Definitions

8. IT IS HEREBY AGREED AND DECLARED that in this deed where the context so admits the expression 'the Landlord' and 'the Tenant' and 'the Guarantor' shall be deemed to include the persons deriving title under them respectively their successors and assigns and if one or more persons constitute either the Landlord or the Tenant or the Guarantor all covenants by the Landlord or Tenant or Guarantor respectively herein contained or hereby implied shall take effect as joint and several covenants by such persons respectively and words importing the masculine gender only include the feminine gender and the neuter gender in the case of a body corporate and words importing the singular include the plural and vice versa

Warranty
of user

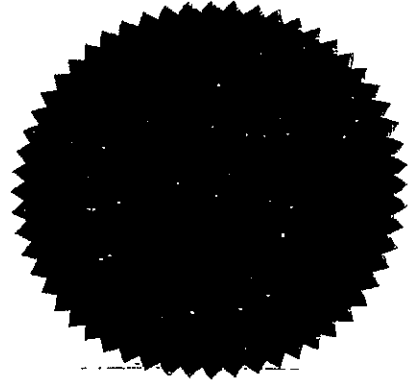
9. THE Tenant hereby acknowledges that no warranty is given or implied by the granting of these presents by the Landlord or otherwise that any use to which the Tenant proposes now or hereafter to put the said premises nor any alterations or additions which the Tenant may now or hereafter desire to carry out will not require planning permission under the Planning Acts and the Tenant hereby further covenants to indemnify and keep indemnified the Landlord against any costs claims actions proceedings compensation demands or charges which may arise directly or indirectly under the Planning Acts in respect of the said premises

10. Section 196 of the Law of Property Act 1925 shall apply to all Notices which may be required to be served under the terms of this Lease

IN WITNESS whereof the parties hereto have executed this instrument as a Deed in the presence of the persons mentioned below

THE COMMON SEAL of THE BED FACTORY)
LIMITED was hereunto affixed in the)
presence of)

John W. Stee
B. M. Stee



SIGNED as a Deed and DELIVERED)
by the said JOHN FRANCIS McATEER)
and BRENDA McATEER in the)
presence of)

John W. Stee
B. M. Stee

John W. Stee
B. M. Stee

FLETCHER RAMOS·CO

PRIVATE & BUILDING SURVEYS
PROPERTY CONSULTANTS · VALUERS
COMMERCIAL & INDUSTRIAL ADVISERS

CHARTERED SURVEYORS

208A/210A Telegraph Road,
Heswall, Wirral,
Merseyside L60 0AL
Telephone 051-342 8571

Fax No. 051-342 8725



Our Ref: SAF.JMR

Your Ref:

Date: 26 January 1993

THE BED FACTORY LTD
UNITS 11, 12 and 13 HASTINGS HOUSE
CANNING STREET
BIRKENHEAD, WIRRAL

SCHEDULE OF CONDITION

The following Schedule was taken on 25 January 1993

UNIT 12 HASTINGS HOUSE

This comprises the main retail warehouse which is on two storeys and located on the corner of Bridge Street and Lord Street.

All following directions are given as facing the building from the frontage road, namely :

- a) Front elevation - facing onto Bridge Street.
- b) Lefthand side elevation - facing onto Lord Street.
- c) Righthand side elevation - facing onto the car park of the Bed Factory.
- d) Rear elevation - facing onto another private car park not included in the land leased to the Bed Factory which is located on the corner of Lord Street and Canning Street.

EXTERIOR

MAIN ROOF

The main roof comprises four gabled bays with three intervening valley gutters. Owing to the nature of construction of the roof

PARTNERS:

George A. A. Tytherleigh, FRICS.

Stephen A. Fletcher, FRICS, FSVA, IRRV



a ground level inspection with the aid of binoculars was only possible on the front slope overlooking Bridge Street and the rear slope overlooking the private car park. No comment can be made upon the condition of the intervening roofs.

- 1) The whole of the main roof has recently been recovered with profile plastic coated metal sheeting. This covering has been laid directly on top of the original which comprises corrugated asbestos sheeting. Condition of front and rear roofs was good.
- 2) There is a narrow canopy roof over the side entrance into the warehouse. Surface is skimmed with cement which is loose and generally in poor condition. This narrow canopy roof needs to be recovered.

RAINWATER GOODS

- 1) On the front elevation there is new PVC guttering which is in good condition. There is one downpipe in the centre of the wall which is also satisfactory. There is no shoe on the bottom of the pipe and as the front wall faces directly onto the footpath water lodges on the back edge of the path by the front wall. This will cause damp penetration internally.
- 2) On the rear elevation there is a new PVC gutter which is in good condition. There is one downpipe on the lefthand corner adjoining Lord Street. This is in satisfactory condition but it discharges some 5" above ground level and no shoe is fitted.
- 3) There are a total of three valley gutters between the four roof slopes. These are hidden and it is not possible to make any comment on condition. We would expect that these valley gutters were replaced when the roof was recovered and confirmation of the nature of the work undertaken and the type of material used should be obtained. Some water was dripping onto Bridge Street footpath.
- 4) There is a length of guttering above the narrow canopy roof over the side entrance into the warehouse. A section to the righthand end of the gutter is broken.



EXTERNAL ELEVATIONS

FRONT ELEVATION (overlooking bridge Street)

This elevation is in common brick with corrugated asbestos sheeting to the upper righthand side of the elevation.

- 1) Principally, sheeting is in satisfactory condition but the bottom corner is broken off the fourth sheet from the righthand end and the third sheet from the righthand end is holed.
- 2) The section of common brickwork below the sheeting at ground floor level is more modern having been rebuilt/reconstructed at a date post the original structure. Brickwork and pointing are in satisfactory condition but there is a strip of brickwork between the sixth to ninth courses to the left and righthand side of this wall where patch pointing is required.
- 3) The common brickwork to the lefthand end is part of the original building. Previously there were four window openings which have in the past been bricked up. All four original sandstone headstones remain in place together with the sandstone sills at first floor level. Brickwork is discoloured and mortar pointing is weathered and patch pointing is required. When the more recent section of brickwork below the corrugated asbestos sheeting was constructed it was not properly bonded into the original there being merely a vertical joint between the original and "new" walling.

LEFTHAND SIDE WALL (overlooking Lord Street)

The whole of this wall is part of the original structure and is built out of common brick.

- 1) Five original windows have been bricked up. All original sandstone headstones are still in place together with sills at first floor level. At first floor level there is a further large opening that has been bricked up which would appear to have comprised a bay. The original sandstone sills and timber lintel over



this bay are still in place. Timber lintel requires checking and painting.

- 2) Brickwork generally is discoloured through age, there has in the past been some patch pointing but considering age pointing is generally reasonable apart from a section to the rear half from approximately ground level up to a line continued from the top edge of a sandstone plinth in the front half of the wall. In this area pointing is weathered and open jointed and in need of renewal. Brickwork around "plastic" pipe requires to be made good and three missing bricks to the lefthand side of the pipe require replacement.
- 3) There is a sandstone plinth to the front half of the wall. Stonework is weathered. A section of brickwork below part of the plinth is missing and in need of replacement.
- 4) There is green damp staining on the brickwork below the centre valley. This indicates leakage from the end of the valley.

RIGHTHAND SIDE WALL (overlooking the car park of the Bed Factory)

This wall is constructed out of a variety of materials with varying finishes. The upper half of the front section of the wall is surfaced with corrugated asbestos sheets and the upper half of the rear section with corrugated iron sheets that have been painted black. The ground floor area approximately below the sheeting is in common brick. The centre section of the wall is cement rendered.

- 1) There is some damage to the corrugated asbestos sheeting around the edges of the centre cement rendered wall. Sheeting has been patched below the front valley. There is a loose short section of sheeting just above the centre of the rendered wall.
- 2) The corrugated iron sheets have been painted black. The section of sheeting over the main entrance into the warehouse is rusted and uneven. A number of the sheets are rusted and holed on the rear corner and in need of replacement.



- 3) Brickwork and pointing to the common brick areas at ground floor level below the sheeting is for age in satisfactory condition apart from a number of perished bricks to the rear corner of the wall adjacent to the corrugated iron cladding comprising an area some 5ft x 3ft.
- 4) To the front section of the wall, at ground level, there is a sandstone plinth. Stonework is weathered. There is a section of brickwork below the plinth. Brickwork has defaced and mortar pointing is in poor condition.
- 5) The centre section of this wall is cement rendered. Rendering is cracked, crazed and large areas are unkeyed. Re-rendering will have to be considered in the future. Although a belicast has been formed the render, by way of a plinth, has been taken down to ground level.

REAR ELEVATION (overlooking the private car park on the corner of Lord Street and Canning Street)

The whole of this elevation is in common brick.

- 1) One window opening has been bricked up. The timber frame surrounding the window still remains. It is rotted.
- 2) On the corner close to Lord Street is an original loading bay which has been sealed up internally. The original corrugated iron sliding door is still in place. Door is badly rusted. RSJ over loading bay is rusted and is laminating causing very slight cracking to brickwork above. There are one or two loose bricks immediately below the gutter.
- 3) There has been a certain amount of patch pointing and a small amount of infilling with more modern brickwork. Brickwork is generally discoloured.
- 4) Area of brickwork from ground level to a height of approximately 6ft is in poor condition. There are a number of perished/defaced bricks and pointing is in need of renewal. There are four notices and eight number plates attached to the wall by Littlewoods.
- 5) Pointing to the upper righthand section of the wall is in reasonable condition. There are a few perished bricks that need to be cut out and replaced.



- 6) Pointing to the upper centre section is weathered and will need renewing in the near future. A number of bricks are defaced.
- 7) Pointing to the upper lefthand section is reasonable, there are some areas where there is evidence of surface weathering and some bricks are defaced.
- 8) If sitings are taken along the line of the wall it will be observed there is evidence of bowing/disalignment within its length.

DECORATIONS

- 1) Decoration to the cement rendered section of wall overlooking the car park to the Bed Factory is poor and in need of renewal.
- 2) The only other areas of the exterior of the building that require maintenance by way of decoration are the double entrance doors into the warehouse which are coated with a wood sheen paint and reasonable at present, a single side entrance door on the Lord Street entrance which is sealed (decoration is poor), and the corrugated iron bay door on the rear elevation. The latter, as referred to earlier, is in poor condition.

SITE

- 1) The front boundary onto Bridge Street is marked with concrete posts with chain-link fence. Two of the posts are leaning. Chain-link fencing is badly rusted, loose and damaged and in need of replacement.
- 2) The concrete surface to the entrance area between the gate posts is holed and broken up.
- 3) The centre section of the car park comprises a centre strip of concrete with two further strips of tarmacadam to either side thereof. Condition is reasonable.



- 4) The remainder of the parking areas were originally tarmacadamed. This is extensively worn and holed especially the lefthand section adjoining the side wall of the main two storey warehouse.
- 5) Debris and bricks are piled against the lefthand side of the warehouse wall (Unit 11) and there is rubbish piled on the righthand side of the car park which should be removed.

I N T E R I O R


GROUND FLOOR

ENTRANCE LOBBY

- 1) Floor is surfaced with concrete. Concrete is rough and uneven and patch repaired where a ramp has been formed by the front entrance doors. The edges of the concrete to the ramp are damaged.
- 2) The double entrance doors from the exterior into the lobby and from the lobby into the warehouse are wood grained and condition of both sets of doors is reasonable.
- 3) Internal walls surrounding the lobby are of partitioning. One of the walls to the lefthand side wall is holed and also the rear wall above the righthand side of the doors leading from the lobby into the warehouse.
- 4) There is a defaced half brick to the side of the front door which requires making good.

MAIN WAREHOUSE

- 1) Floor is surfaced with bare concrete, originally over-painted and most of the paint has worn off. Floor surfaces are worn, rough, uneven, pitted, holed and cracked with a number of previous patch repairs.
- 2) There is a false ceiling comprising acoustic tiles fixed on lightweight metal tracking. All of the false ceiling is in good condition.
- 3) Front wall adjoining the offices. This comprises non-load bearing partitioning which is in satisfactory condition.

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- 4) Lefthand side wall adjoining Lord Street frontage. This wall is finished in bare brick which has been colour washed white. There is evidence of dampness, both rising and penetrating, in all exposed sections. Internal pointing is weathered. In the lobby, where the staircase (fire exit) comes down from the first floor, dampness in the walls is up to 6ft in height and brickwork is surface weathered.
 - 5) Righthand wall adjoining car park to the Bed Factory. The front half of the wall is in common brick colour washed white. Pointing is weathering. There is evidence of rising and penetrating dampness in all sections of the wall in places up to the height of the false ceiling. Rear half of the wall is panelled and satisfactory.
 - 6) Rear wall overlooking private car park on corner of Lord Street and Canning Street. This wall is fully panelled from floor to ceiling height and panelling is in satisfactory condition. The panelling obscures the surface of the brickwork behind and comment cannot be made on condition.

TOILET ACCOMMODATION

This comprises a small cloakroom with adjoining separate wc located in the rear lefthand corner of the warehouse which has been constructed out of concrete blockwork, unplastered.

- 1) Finish to the concrete block walling is untidy.
- 2) Concrete floor is covered with vinolay. Surface below the vinolay is rough and uneven.
- 3) There is efflorescence and signs of previous dampness on the external walling.
- 4) Ceilings are of bare plasterboard, satisfactory although they have sagged slightly.
- 5) Fittings comprise a white low level wc and white cantilever wash basin. Both are in satisfactory repair.
- 6) Righthand cloakroom and wc have been disused for some considerable time and the whole is in poor condition with salt efflorescence being present on the concrete floor.



STAFF ROOM

- 1) Chipboard flooring has been laid on top of the original concrete floor. It is carpeted. From a very limited surface inspection no obvious defects were noted.
- 2) Partition walls are panelled. Condition is satisfactory although it is noticeable that the panelling is loose.
- 3) Ceiling has a bare plasterboard finish and is satisfactory.
- 4) Door is damaged by a small indentation on outer face and ball catch is missing.

OFFICE

- 1) Chipboard flooring has been laid on top of the original concrete floor. It is carpeted. From a very limited surface inspection no obvious defects were noted.
- 2) Partition walls are panelled. Condition is satisfactory although it is noticeable that the panelling is loose.
- 3) Ceiling has a bare plasterboard finish and is satisfactory.

RIGHTHAND STORE

- 1) Floor is of concrete overlaid with vinolay. Surface finishes below the vinolay are rough and uneven.
- 2) Partition walls are panelled. Condition is satisfactory although it is noticeable that the panelling is loose.
- 3) Ceiling has a bare plasterboard finish and is satisfactory.

CENTRE STORE (between Staff Room and Office)

- 1) Chipboard flooring has been laid on top of the original concrete



floor. It is carpeted. From a very limited surface inspection no obvious defects were noted.

- 2) Three of the walls are wood panelled and satisfactory with exposed studding to the other wall overlooking the lobby.

LOBBY OUTSIDE CENTRE STORE

- 1) The panelling on the wall adjoining the door entrance leading to the main warehouse is holed and damaged.

FIRST FLOOR

ROOF AREAS

- 1) The roof comprises four gabled bays which are exposed (ie not covered in) to the warehouse below. Roofs are timber framed with timber trusses and purlins with steel trusses to one of the bays. Previously, there were roof lights but these have been filled in. The undersides of the sheeting to three of the bays has been painted black.
- 2) There is evidence of a number of broken and damaged sheets to the original roof covering which has now been overcovered with a new profile sheeted roof.
- 3) There is general blackening, discolouration and signs of age and wear to the original timbers.
- 4) The roof structure is supported, within the body of the warehouse, by a total of seven tubular steel stanchions and two separate brick piers.



RAINWATER DISPOSAL

- 1) There are a total of three metal valley gutters between the four bay roofs. There is an internal valley gutter running at right angles which takes the rainwater from the three gutters between the roofs and discharges it through the front external wall. No evidence of any leakage was noted from any of the gutters.

- 2) The pipe that takes the rainwater from the front (overlooking Bridge Street) valley gutter where it discharges into the internal valley gutter is taped on the joints.

WALLS

The inner faces of the four external walls in the first floor warehouse are panelled to the brickwork to a height of approximately 8ft. Generally, all panelling is in satisfactory condition.

FRONT WALL - adjoining Bridge Street

- 1) This wall comprises a mixture of common brick with corrugated asbestos sheeted infill panelling. It is impossible to see the lefthand section of the wall as this is obscured by panelling to the walls in the office and adjoining store.

- 2) Original windows at one end of the wall have been bricked in. Brickwork is untidy, discoloured with some evidence of damp penetration as a consequence of condition of external pointing.

LEFTHAND SIDE WALL - overlooking Lord Street

- 1) Walling above the panelling is in common brick, part gloss painted to the area below the next to front bay and wholly in the two rear bays.

- 2) Brickwork is discoloured, areas of pointing are weathered, there is some evidence of dampness and quite extensive cracking to the walling in the second bay from the front.

**RIGHTHAND SIDE WALL - overlooking the car park of the Bed Factory**

- 1) The wall below the first bay from the front is covered with corrugated asbestos sheeting which is satisfactory apart from the area adjoining the door into the office where sheeting adjoins a brick wall. At this point finish is very untidy and daylight is visible between the joint.
- 2) The wall below the second bay to the front is covered with corrugated asbestos sheeting. There are some damaged panels and daylight is visible.
- 3) The wall below the third bay from the front is covered with corrugated iron sheeting. Daylight is visible around the eaves area.
- 4) The wall below the fourth bay from the front is covered with corrugated iron sheeting. There is evidence of corrosion and a lot of holing and daylight is visible to the eaves and other areas.
- 5) The centre section of the wall is of colour washed common brick. There is evidence of weathering to the pointing and damp penetration to the upper sections of walling.
- 6) There is a gap on the vertical joint between the two centre brick piers and the external wall. Gap is between $\frac{1}{2}$ "/1". This indicates movement in the wall. Similarly, there is a gap between the pier and the external wall in the rear righthand corner at the top of the main staircase.

REAR WALL - overlooking private car park on the corner of Lord Street and Canning Street

- 1) Majority of the wall is panelled apart from some exposed common brickwork above which is gloss painted.
- 2) Condition of brickwork and pointing is reasonable although there is some loosening to pointing and coping bricks in the centre section of the wall. In this particular locality there is evidence of damp penetration and there may be some rot to wall plate.



FLOORS

- 1) All of the floor is surfaced with chipboard which at the time of inspection was overlaid with carpeting and with furniture and bedding on top. As a consequence only a very limited inspection was possible but from a surface check no major defects were noted in the main warehouse area although it was observed that the floor did dip down in the rear lefthand corner, ie the corner adjoining Lord Street.
- 2) A section of the chipboard floor in the front lefthand store is missing.
- 3) There are a few holes in the chipboarding to the floor in the centre storage area.

INNER WALLING

- 1) An office and two storage areas have been formed in the front of the warehouse. Walls are constructed out of partitioning. Constructional standards are indifferent. Walls are loose, leaning and flimsy.

GENERAL

ELECTRICAL

We have not effected any form of test on the electrical installation. The system was inspected briefly and visually only. Exposed cable was noted to be in PVC. At first floor level lighting is provided by strip lights affixed to metal tracking which tracking is held up by chains secured to the roof. A number of the strip lights do not work and some of the tracking is bent. At ground floor level in the main warehouse there is strip lighting to the ceilings.

Three phase mains electrical supply is laid on and the consumer unit and meters are located in the front corner of the main warehouse at ground floor level.



The system has been altered and improved in recent years, work having been undertaken on the face of it on a piecemeal basis. We are not able to confirm whether the installation complies with current Electricity Board regulations. For confirmation of same a test and report will have to be obtained from an electrical specialist.

HEATING

There is a Nu Way Benson gas fired blow heating unit in the ground floor warehouse. Ducting is carried up to first floor level. The heating unit was not tested. We are therefore unable to make any observations on its condition or efficiency. It is not known whether or not the unit has been serviced regularly. It is understood that it is some 15/20 years old. The efficiency and future length of life of a unit of this age are questionable. If confirmation on condition is required an independent report will need to be obtained from a heating specialist.

DRAINAGE

There are no inspection chambers within the curtilage of the property to allow for any examination of the drainage installation. It is presumed that drainage is to the main sewer. Surface water drainage is disposed of via downpipes that discharge to the external footpath and rear private car park. The only foul drainage in the building is from the wc in the rear lefthand corner of the warehouse. It is presumed this discharges into a sewer in Lord Street. Front guttering is satisfactory. Leak to rear gutter just by downpipe joint, downpipe is loose, requires refixing to wall and reclipping.

DECORATIONS

The decorations in the ground floor warehouse are in acceptable order throughout. Decorations at first floor level are also considered satisfactory bearing in mind the areas in this section of the building which need to have decorations maintained and the nature of the property itself. Redecoration required to enclosed area by fire escape into Lord Street.

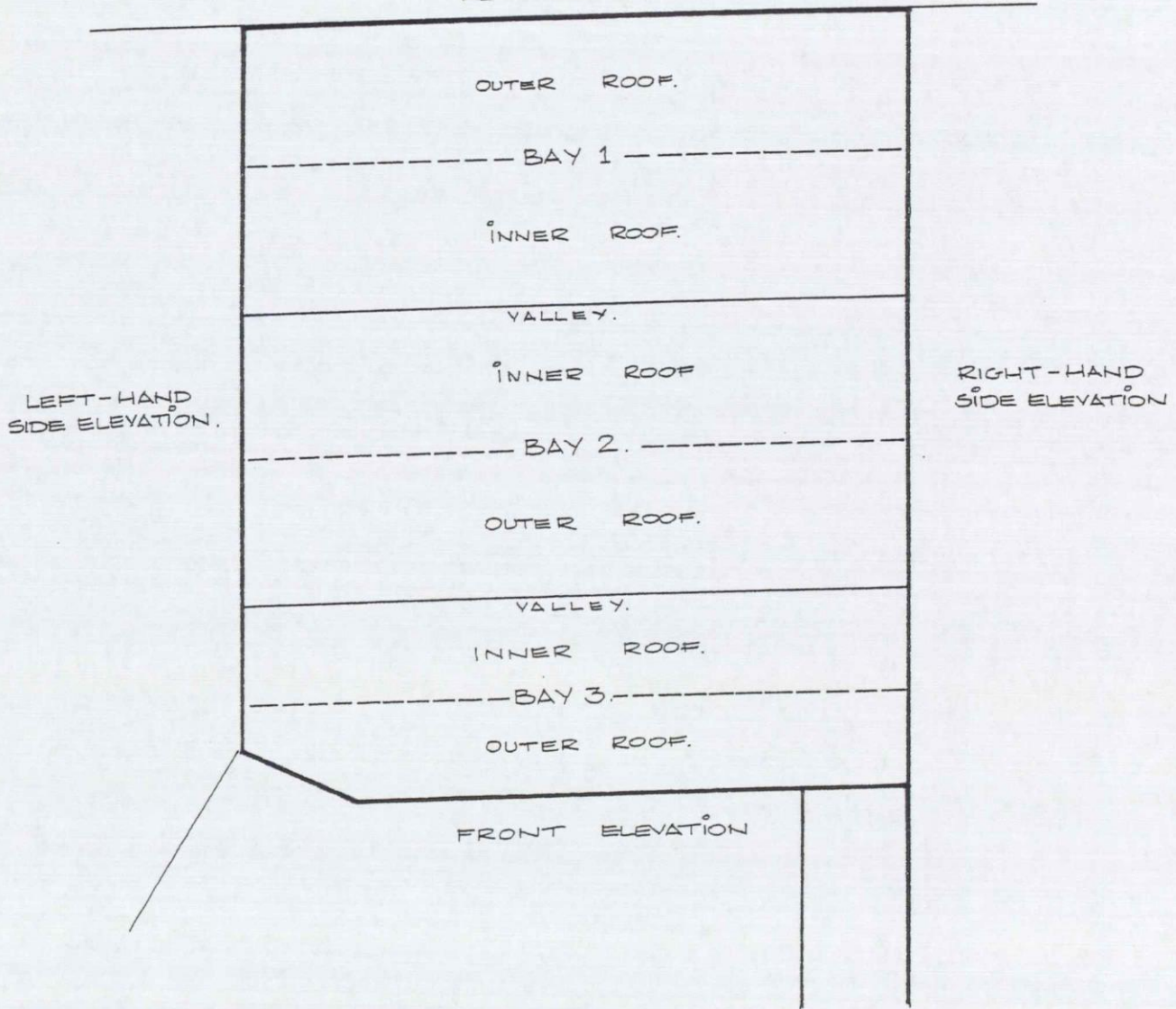


UNIT 11 HASTINGS HOUSE - DETACHED WAREHOUSE

To facilitate identification of the various parts of the structure they can be identified within the report from the references noted on the following line drawing of the building.

— CANNING STREET. —

REAR ELEVATION



CAR PARK
(FOR THE BED FACTORY.)





ROOF

The roof over the warehouse is in three bays. Bays 1 and 2 are over the main warehouse with a lower Bay 3 over the front section overlooking the car park to the Bed Factory. All three roofs are gabled. The roofs over Bays 1 and 2 are constructed out of steel trusses surfaced with corrugated asbestos sheeting with inset wired glass roof lights. The roof over lower Bay 3 is timber framed and battened with four steel trusses resting on brick piers surfaced with corrugated asbestos sheeting. Old timber roof ladder on top of Bay 3 should be removed.

GENERAL

The sheeting to all three bay roofs is many years old. There is damage and holing in various areas which, as far as is possible, will be specifically identified under various sub-headings following. In view of these and following comments the whole of the roof covering is considered to be suspect and having a limited life.

BAY 1

- 1) Owing to the height of the building we were unable, externally, to see the surfaces of the inner or outer roof slopes. All observations thereon are therefore taken from an internal inspection within the warehouse.
- 2) On the outer roof the bottom section of one of the corrugated asbestos sheets approximately between windows 8 and 9 is cracked. Four of the wired glass roof lights are cracked.
- 3) On the inner roof there is a hole in the sheeting below one of the roof lights in approximately the mid point of the roof, two small holes in the sheeting towards the lefthand end and one towards the righthand end. Eight of the wired glass roof lights are cracked/patched.
- 4) Rain is getting into the warehouse in the lefthand end of this roof area, as far as we can ascertain around the ridge and roof lights.



BAY 2

- 1) We were unable to see, from the exterior, the inner face of this roof and all comments relating thereto are from an internal examination only.
- 2) As seen from the exterior on the lefthand end there are three new ridge sheets. On the very lefthand end the ridge is roughly patched with a lead substitute material. Ridge generally is patch repaired with a lead substitute material along the whole length of the ridge lights. Lead substitute material is torn and damaged in a number of areas.
- 3) To the inner roof there are five small holes in the sheeting to the lefthand end. Eleven wired glass roof lights are cracked/patched.
- 4) Outer roof: There is a hole and broken edge on one of the sheets to the lefthand end. Eighteen of the wired glass roof lights are cracked/patched.
- 5) All steelwork, trusses etc, within Bays 1 and 2 is surface rusted.

BAY 3

- 1) We were unable to see, externally, the inner face of the roof and all comments relating thereto are from an internal examination only.
- 2) The timber framing to this roof is many years old. Timbers are generally hard worn, a number are stained and various of the timber battens are broken.
- 3) On the inner roof there are a number of previous repairs and sheet replacements to both left and righthand roof ends where new sheeting is visible. To the lefthand end daylight is visible in one place along the top edge of one sheet and an adjoining sheet is cracked.
- 4) On the outer roof condition is indifferent. There have been a lot of previous repairs with new replacement sheets principally in corrugated iron. Generally overall condition is not good. This is particularly



so to the lefthand end of the roof where it is holed and immediate replacement of some sheets is required. The edges are broken off two or three of the sheets just above gutter level.

- 5) Sheeting along the ridge of the roof is generally poor. There are various patch repairs utilising lead substitute material, felting etc and the whole needs to be overhauled/replaced as necessary.

RAINWATER GOODS

INTERNAL

- 1) There is a hidden valley gutter between Bays 1 and 2 roof areas. It can only be seen from an internal examination. Gutter is of asbestos with reasonably modern aluminium hopper heads and downpipe which take the water from the valley below the level of the roof and through the left and righthand end walls discharging them into downpipes. No obvious leakage was noted from the valley gutter.
- 2) There is a further hidden valley gutter between the roofs of Bays 2 and 3. The valley could not be seen from the exterior and inspection was limited to internal examination only. Valley gutter is of asbestos and very old. There have obviously been problems as a new PVC gutter has been fitted directly below for approximately two-thirds the length. The whole length of this valley is suspect.

EXTERNAL

- 1) Along the edge of the outer roof of Bay 1 overlooking Canning Street asbestos guttering is fitted, discoloured but with no obvious leakage. There are two cast iron downpipes running down the wall, condition is considered to be satisfactory.
- 2) On the outer roof of Bay 2 asbestos gutters are fitted. Gutters have sagged, are full of vegetation and leaking. Repair and overhaul is required.



- 3) To the outer roof of Bay 3 (overlooking the car park) rainwater fittings are in PVC. Three sections of the gutter are broken. There is one downpipe. Spout-head is broken. Downpipe discharges directly to the yard.
- 4) Lefthand side gable wall (overlooking private car park on corner of Lord Street and Canning Street) - black PVC downpipes are fitted which take rainwater from the outer roof of Bay 2 and the centre valley. Downpipes are modern. They run down the side wall and discharge in the private yard by the gate entrance. Condition is satisfactory.
- 5) On the righthand side gable wall there is a downpipe on the corner of the roof of Bay 3. Above is PVC guttering. Gutter is broken by the downpipe. There is a further downpipe to the outer roof of Bay 2, upper section is in cast iron and lower section in PVC. Condition is satisfactory but no shoe is fitted to the bottom of the pipe. There are two downpipes taking the water from the centre valley, one from the interior and one from the valley itself. The bottom section of the pipe is missing and there is damage to the edge of the sheeting and outlet by the hopper head.

EXTERNAL WALLS

EXTERNAL INSPECTION

FRONT. EXTERNAL OF BAY 3 (overlooking car park of the Bed Factory)

- 1) Wall is mainly of concrete block cement rendered with three projecting common brick piers and common brickwork to the lefthand end.
- 2) There is extensive cracking to the rendering but on testing it was found to be basically sound. Cracks do however need to be filled and rendering decorated.
- 3) Mortar pointing to the brick piers is weathering and repointing will be required in the near future.
- 4) Pointing to the brickwork to the lefthand angular end brickwork is weathering and repointing will be required in the near future.



- 5) Ground levels at the front are above internal floor level. As a consequence dampness will penetrate through.

LEFTHAND SIDE GABLE WALL (overlooking private car park on the corner of Lord Street and Canning Street)

- 1) On the section of wall adjoining Bay 1 the lower half of the wall comprises corrugated iron sheets that are painted black. Condition of sheeting is reasonable.
- 2) Upper section of the wall of Bay 1 is finished in corrugated asbestos sheeting, satisfactory apart from a hole in one sheet in the middle section of the wall and the end is broken off one sheet by the hopper head that takes the water from the centre valley gutter.
- 3) Walling to the side of Bays 2 and 3 is in common brick. Brickwork is in satisfactory condition for age but mortar pointing shows signs (generally) of weathering. In the past minor works of patch pointing have been completed to the lower section of the wall to Bay 3. A display notice has been attached to the wall by Littlewoods.
- 4) Junction between rainwater pipe and hopper head is leaking badly.

RIGHTHAND SIDE GABLE WALL

- 1) This wall is finished in common brick. Brickwork is generally discoloured but pointing considered satisfactory for age except to part of the upper half and side end of the wall adjoining Bay 3. Mortar pointing in this locality is weathered and patch pointing will be required in the future. Repair required to brickwork particularly around door openings.
- 2) There is also an area of weathered pointing adjoining the downpipes in the centre valley area.
- 3) The wall above Bay 3 is a parapet wall. A number of the coping bricks along the top edge of the wall are missing.

**REAR ELEVATION (overlooking Canning Street)**


- 1) Wall is finished in common brick. Brickwork is discoloured but pointing is generally in satisfactory condition. There are concrete sills and headstones below and above windows.

WALLS**INTERNAL EXAMINATION****BAY 1**

- 1) External wall adjoining Canning Street has a bare common brick finish colour washed white. Brickwork and pointing are satisfactory but decoration is poor. There is dampness on the brickwork between windows 8 and 9 this being due to water ingress as a consequence of a cracked roof sheet.
- 2) Lefthand wall (adjoining private car park on the corner of Lord Street and Canning Street). Lower half of the wall is surfaced with corrugated iron with corrugated asbestos to the upper half. There is a hole in one of the sheets in approximately the middle centre of the wall. There is a further hole where the downpipe passes through and the section of sheeting above and adjoining is cracked and loose. There was originally a door opening onto the car park which requires reinstating by the tenant if called upon so to do by the landlord.
- 3) Righthand end wall (adjoining Unit 1 Canning Street). Wall is in bare brick colour washed white. Decoration is not good. Brickwork is in satisfactory condition. There is some surface weathering to the pointing in the centre section of the wall.

BAY 2

- 1) Lefthand end wall (adjoining private car park on the corner of Lord Street and Canning Street). Finished in common brick colour washed white. Decoration is poor. Brickwork and pointing are satisfactory. There is a hole in the brickwork over the flue pipe for the heating unit. There is stepped cracking and displacement of brickwork to the top of the pier between Bays 1 and 2 and similar cracking between Bays 2 and 3.

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- 2) Righthand end wall (opposite Unit 2a). Finished in common brick colour washed white. Decoration is fair only. Brickwork is in satisfactory condition. There is diagonal cracking in the joints to the upper section of the wall.
 - 3) Section of wall between the inner edge of Bay 3 and the outer edge of Bay 2. This wall is constructed out of corrugated asbestos sheeting on a timber frame. Timbers are hard worn. Panelling around the flue outlet is broken. There are a number of patch repairs with new sheeting fixed in. Small pieces are missing off the top corners of at least 50% of the sheets.

BAY 3

- 1) lefthand end wall (adjoining car park on the corner of Lord Street and Canning Street). This wall is obscured by sheeting and consequently no further comment can be made.
- 2) Righthand end wall (adjoining Unit 2a Canning Street). Wall is cement rendered. Rendering is hard worn and sections are missing especially around the external entrance door. A considerable amount of piping and cabling is secured to the wall.
- 3) Front external wall (adjoining car park of the Bed Factory). Wall is cement rendered, section to the lefthand side of double doors finished in common brickwork with a splay corner and the area to the right is cement rendered over concrete blocks. Rendering is generally worn and cracked and sections are missing by the double doors, pointing required to lefthand side and rubbish should be removed. There is dampness in the walling at low level.

WINDOWS

There are a total of ten windows on the rear elevation overlooking Canning Street, five at ground floor level and five at upper level. To facilitate identification windows are numbered as follows: Facing the building from Canning Street No 1 ground floor righthand window and then in sequence from right to left to No 5 being the ground floor lefthand end window. Window No 6 is above No 1; No 7 above No 2; No 8 above No 3; No 9 above No 4; and No 10 above No 5.



- 1) All windows are of a metal casement type fixed directly into the brickwork. Windows are many years old, rusted and hard worn. In each there are two centre pivotal openers. These too are hard worn. A number of the windows have been reglazed, putty finishes are untidy.
- 2) Comments on individual windows are as follows:-
 - No 1 - Two cracked and one broken pane of glass.
 - No 2 - Two cracked panes of glass.
 - No 3 - Six cracked and three broken panes of glass.
 - No 4 - Six cracked and four broken panes of glass.
 - No 5 - Eight cracked and one broken pane of glass.
 - No 6 - Five broken panes of glass.
 - No 7 - Two cracked and four broken panes of glass.
 - No 8 - One cracked and three broken panes of glass.
 - No 9 - Two cracked and two broken panes of glass.
 - No 10 - Five broken panes of glass.

TIMBERWORK

- 1) Double entrance doors leading onto the car park of the Bed Factory are old, hard worn, patch repaired with rot evident in base timbering.
- 2) Down the right-hand side gable wall (opposite Unit 2a in Canning Street) are double doors. These doors are sealed. The facing over the door is missing.
- 3) Also in the same elevation is a centre single timber door, also sealed. Door is hard worn and damaged. Adjoining this single door is a sliding door which is hard worn.

CEILINGS

Originally, there was a false ceiling in Bays 1 and 2. This comprised aluminium tracking infilled with rectangular plasterboard sheeting.



The majority of the sheeting is missing and all that remains is either damaged or badly sagged.

FLOORS

Floors throughout the warehouse are finished in bare concrete. Originally they were overpainted but most of this has worn off. Concrete is worn, rough, uneven, pitted, holed and cracked. Some of the cracks have worn forming channels in the floor. In the past there have been previous and various patch repairs to the flooring. However, overall condition considering age is not unreasonable.

ADDITIONAL ACCOMMODATION

This comprises a kitchen and two cloakroom areas located in Bay 3 adjoining the rear external wall by the car park to the Bed Factory. All this accommodation has been disused for many years.

KITCHEN

- 1) Fittings comprise an old enamel single drainer sink unit and hot water. There is no water supply laid on and fittings are disused.
- 2) Floor is boarded and in reasonable condition.
- 3) Walls are panelled, a number are loose and damaged.
- 4) Ceiling is boarded, boarding is sagged.
- 5) No door is fitted.

CENTRE CLOAKROOM

- 1) Fittings comprise a low white wc and small wash-basin. They

are dated. Neither are operative, no water supply is laid on.

- 2) Walls are panelled. Some of the panels are loose and damaged.
- 3) Ceiling is plasterboarded. Boarding has sagged.

LEFTHAND CLOAKROOM

- 1) Fittings comprise a low white wc and small wash-basin. They are dated. Neither are operative, no water supply is laid on.
- 2) Walls are panelled. Some of the panels are loose and damaged. The vent in the external wc is broken.
- 3) Ceiling is plasterboarded. Boarding has sagged.

GENERAL

ELECTRICAL

Electrical installation was not tested with a brief visual examination only. Majority of exposed cable is in PVC. There are some heavy duty fittings. Strip lighting is provided in Bay 3 with single light bulbs in Bays 1 and 2. Wiring has been improved, altered and extended very much on a piecemeal basis with untidy finishes. There are a lot of loose cables and bare cabling jointed together with plastic junction pieces. Three phase mains supply is laid on, consumer unit and meters are located by the entrance door to the lefthand cloakroom.

To obtain confirmation on the condition of the installation a report should be obtained from an electrical specialist. It is our opinion that the installation as it is does not comply with current Electricity Board requirements.





HEATING

There is a ducted air heating unit in Bay 2. The unit is not operative.

DRAINAGE

There are sanitary fittings in the two rear cloakrooms. No tests have been undertaken. All fittings are disused. It is presumed drainage is to the main sewer. Where these fittings connect and the location of the sewer is not known. No comment can be made on condition of drains serving these fittings.

DECORATIONS

- 1) Internal. Walls are colourwashed white. Generally decorations through the whole of the interior of the warehouse are poor.
- 2) External. Decoration to all ten metal casement windows is poor. Decoration to all other exposed external timberwork is poor.