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FIELDHAM PROPERTIES LTD

**1 Park Hill Place, Bury Old Rd
Prestwich, Manchester M25 0QA**

Tel: 0161-740-0598

Email: fieldham@manchester-housing.co.uk

11 05 198

FOR THE AVOIDANCE OF DOUBT

Lease between Fieldham Properties Ltd & Mr G. Black

Entered into May 22nd 2014

Warehouse and light storage

1A Parkhill, Bury Old Rd, Prestwich M25 0QA

Service Charge

This covers only 50% of insurance on production of invoice due July each year and must be paid in full and in advance plus cost & Electricity

Electricity

This is calculated from sub meter which services only the above unit. The bill when received will be apportioned according to sub meter reading.

Signage

Signage is permitted but this is restricted to be affixed only to large roller shutter casing and must be with written approval of the landlord.

Planning permission

Any change of use from light industrial and offices (class B1 a & c) can only take place with approved planning permission and the landlord must not withhold reasonable consent.

Drains & Flooring

The permeable concrete base of the warehouse is absorbent. Any constant surface water is likely to damage this foundation. Covering of the concrete base to stop water penetration must be adhered too and must be fitted to a professional standard. The Drains to the front must be maintained by the tenant at all times.

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02-05-2014

Registered Office
B.Olsberg & Co, Chartered Accountants
Enterprise House, 3 Middleton Rd, Manchester M8 5DT
Registered in England Company Registration Number 1321078

100519

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Prestwich, Manchester M25 0QA**

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Waste products

The tenant must arrange for removal of waste products and other refuse must be maintained regularly (2 weekly or less) and cannot be stored on the premises so as to cause smells permeating the building.

Parking

Parking is permitted to the front area as per attached plan. Hatched area is the permitted area. It is the responsibility of the tenant to have removed any other vehicles in the tenants allotted space

Signed

Dated

G.Black (Tenant)

Signed



Dated

22/5/14

D.Lee (Fieldham Properties Ltd)

Witnessed



Dated

22/5/14

Page 2

Registered Office
B.Olsberg & Co, Chartered Accountants
Enterprise House, 3 Middleton Rd, Manchester M8 5DT
Registered in England Company Registration Number 1321078

THE LYNCH

[illegible]

MAP REFERENCES:

22/5/14

EXHIBIT 101



N

**THE LAW SOCIETY BUSINESS LEASE
(PART OF BUILDING)**

DATE **May 21st 2014**

LANDLORD **FIELDHAM PROPERTIES LTD**
OF 1 Park Hill Place, Bury Old Rd, Prestwich M/c M25 0QA

TENANT **Mr Gerald Black**
OF 30 Bury Old Rd, Prestwich, M/c M25 0FT

THE PROPERTY KNOWN AS
1a, Park Hill Place, Bury Old Rd, Prestwich, M/c M25 0QA

PROPERTY **GROUND FLOOR**

WHICH IS PART OF
1a, Park Hill Place, Bury Old Rd, Prestwich, M/c M25 0QA

FOR THE PERIOD STARTING ON

LEASE PERIOD **June 24th 2014** AND ENDING ON **23rd June 2019**

FOR USE AS

USE ALLOWED **OFFICE & STORAGE**

OR ANY OTHER USE TO WHICH THE LANDLORD CONSENTS (AND THE LANDLORD IS NOT ENTITLED TO WITHHOLD THAT CONSENT UNREASONABLY)

THE TENANT PAYING THE LANDLORD RENT AT THE RATE OF

RENT **£6500.00 PA**

FOR THE DURATION OF THE LEASE PERIOD BY THESE
INSTALLMENTS

ON THE DATE OF THIS LEASE, A DEPOSIT OF £1625.00

AND THEN

EQUAL QUARTERLY INSTALMENTS

June 24th, Sept 29th, Dec 25th & March 25th

AT THE RATE OF £1625.00 PER QUARTER IN ADVANCE

THE RENT MAY BE INCREASED (UNDER CLAUSE 9) EVERY 3 YEARS

RENT REVIEW

June 24th 2017

This Lease is granted on the terms printed on pages 2 to 5, as added to or varied by any terms appearing on page 6 or any attached continuation page

TENANT'S OBLIGATIONS

1. PAYMENTS 1

- 1 The Tenant is to pay the Landlord:
the rent

the service charge in accordance with clause 3 (and this is to be paid as rent)
and the following sums on demand:

a fair proportion (decided by a Surveyor and the Landlord of the costs of repairing maintaining and cleaning: gutters, drains, sewers, pipes, conduits used or shared within the Building together with an appropriate proportion of the lessor's buildings insurance costs for the building and will comply with all the requirements of the insurers

the cost (including professional fees) of any works to the property which the Landlord does after the Tenant defaults

the cost and expenses (including professional fees) which the Landlord incurs in:

- dealing with any application by the Tenant for consent or approval, whether or not it is given
- preparing and serving a notice of a breach of the Tenant's obligations, under Section 146 of the Law of Property Act 1925, even if forfeiture of this lease is avoided without a court order
- preparing and serving schedules of dilapidation either during the lease period or recording failure to give up the property in the appropriate state of repair when this lease ends

interest at the Law Society's interest rate on any of the above payments when more than fourteen days overdue, to be calculated from its due date
and in making payments under this clause:

- nothing is to be deducted or set off
- any value added tax payable is to be added

2. The Tenant is also to make the following payments, with value added tax where payable:

all periodic rates, taxes and outgoings relating to the property, including any imposed after the date of this lease (even if of a novel nature), to be paid promptly to the authorities to whom they are due

the cost of the grant, renewal or continuation of any license or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due

a registration fee of £20 for each document which this lease requires the Tenant to register to be paid to the Landlord's solicitors when presenting the document for registration

To meet the landlords apportioned costs for the consumption of electricity (subject to sub meter meter readings) as and when invoiced

3. SERVICE CHARGE

- 3 The Landlord and the Tenant agree that:

- 3.1 the service charge is the Tenant's fair proportion of each item of the service costs

3.2 the service costs:

- are the costs which the Landlord fairly and reasonably incurs in complying with his obligations under clauses 12 and 13
- include the reasonable charges of any agent contractor consultant or employee whom the Landlord engages to provide the services under clauses 12 and 13
- include interest at no more than the Law Society's interest rate on sums the Landlord borrows to discharge his obligations under clauses 12 and 13

- 3.3 the Tenant is to pay the Landlord interim payments on account of the service charge within 21 days of receiving a written demand setting out how it is calculated

- 3.4 an interim payment is to be the Tenant's fair proportion of what the service costs are reasonably likely to be in the three months following the demand

- 3.5 the Landlord is not entitled to demand interim payments more than once in every three months

- 3.6 the Landlord is to keep full records and at least once a year is to send the Tenant an account setting out, for the period since the beginning of the lease period or the last account as the case may be:

- the amount of the service costs
- the service charge the Tenant is to pay
- the total of any interim payments the Tenant has paid
- the difference between the total interim payments and the service charge

- 3.7 within 21 days after the Tenant receives the account, the amount mentioned in clause 3.6(d) is to be settled by payment between the parties except that the Landlord is entitled to retain any overpayment towards any interim payments he has demanded for a later accounting period

- 3.8 the Landlord is either:

- to have the account certified by an independent chartered accountant, or
- to allow the Tenant to inspect the books records invoices and receipts relating to the service costs

- 3.9 disagreements about the amounts of the service charge or the service costs are to be decided by arbitration under clause 17.5

4. USE

- 4 The Tenant is to comply with the following requirements as to the use of the property, and is not to authorise or allow anyone else to contravene them:

- to use the property only for the use allowed
- not to obstruct any part of the building used for access to the property or any other part of the building
- not to do anything which might invalidate any insurance policy covering any part of the building or which might increase the premium
- not to hold an auction sale at the property
- not to use any part of the building for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to

the Landlord or to the owner or occupier of any other part of the property or of any neighbouring property.

- 4.6 not to display any advertisements on the outside of the property or which are visible from the outside of the property unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably)

- 4.7 not to overload the floors or walls of the property

- 4.8 to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule, license and registration authorising or regulating how the property is used, and to obtain, renew and continue any license or registration which is required

5. ACCESS

- 5 The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the property:

- 5.1 for these purposes:

- (a) inspecting the condition of the property, or how it is being used
- (b) doing works which the Landlord is permitted to do under clauses 6.11 (c) or 13
- (c) complying with any statutory obligation
- (d) viewing the property as a prospective buyer, tenant or mortgagee
- (e) valuing the property
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving the building or any neighbouring property

- 5.2 and only on seven days' written notice except in an emergency

- 5.3 and during normal business hours except in an emergency

- 5.4 and the Landlord is promptly to make good all damages caused to the property and any goods in exercising these rights

6. CONDITION AND WORK

- 6 The Tenant is to comply with the following duties in relation to the property:

- 6.1 to maintain the state and condition of the inside of the property in accordance with the Schedule of Condition attached hereto but the Tenant need not alter or improve it except if required in clause 6.10

- 6.2 where the property has a shop front to maintain and decorate it

- 6.3 when decorating, the Tenant is to use the colours and the types of finish used previously

- 6.4 but the Tenant need only make good damage caused by an insured risk to the extent that the insurance money has not been paid because of any act or default of the Tenant

- 6.5 the inside of the property is to include all ceilings, floors, doors, door frames, windows, window frames and plate glass and the internal surfaces of all walls but is to exclude joists immediately above the ceilings and supporting floors

- 6.6 not to make any structural alterations, external alterations or additions to the property unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)

- 6.7 not to make any other alterations unless with the Landlord's consent in writing (and the Landlord is not entitled to withhold that consent unreasonably)

- 6.8 to keep any plate glass in the property insured for its full replacement cost with reputable insurers, to give the Landlord details of that insurance on request, and to replace any plate glass which becomes damaged

- 6.9 to do the work to the property which any authority acting under an Act of Parliament requires even if it alters or improves the property. Before the Tenant does so, the Landlord is to:

- (a) give his consent in writing to the work
- (b) contribute a fair proportion to the cost of the work taking into account any value of him of that work

- 6.10 if the Tenant fails to do any work which this lease requires him to do and the Landlord gives him written notice to do it, the Tenant is to:

- (a) start the work within two months, or immediately in case of emergency, and
- (b) proceed diligently with the work
- (c) in default, permit the Landlord to do the work

For the avoidance of doubt the Tenant shall not be under an obligation to repair, alter or improve the Property under this clause to any better state and condition than that in the attached schedule of condition

- 6.11 any dispute arising under clause 6.10(b) is to be decided by arbitration under clause 17.5

6.12 To keep all drains clear and maintained

- 6.13 To be responsible for all refuse disposal generated by tenant via council or private collection agency

7. TRANSFER ETC

- 7 The Tenant is to comply with the following:

- 7.1 the Tenant is not to share occupation of the property and no part of it is to be transferred, sublet or occupied separately from the remainder

- 7.2 the Tenant is not to transfer or sublet the whole of the property unless the Landlord gives his written consent in advance, and the Landlord is not entitled to withhold that consent unreasonably

- 7.3 any sublease is to be on terms which are consistent with this lease, but is not to permit the sub-tenant to underlet

- 7.4 within four weeks after the property is transferred mortgaged or sublet, the Landlord's solicitors are to be notified and a copy of the transfer mortgage or sublease sent to them for registration with the fee payable under clause 2.3

- 7.5 if the Landlord requires, a Tenant who transfers the whole of the property is to give the Landlord a written guarantee, in the terms set out in the Guarantee Box, that the Transferee will perform his obligations as Tenant

8. OTHER MATTERS

- 8 The Tenant:

- 8.1 is to give the Landlord a copy of any notice concerning the property or any neighbouring property as soon as he received it
- 8.2 is to allow the Landlord during the last six months of the lease period, to fix a notice in a reasonable position on the outside of the property announcing that it is for sale or to let
- 8.3 is not to apply for planning permission relating to the use or alteration of the property unless the Landlord gives written consent in advance

9. RENT REVIEW

- 9.1 On each rent review date, the rent is to increase.

10. DAMAGE

- 10 If the property is or the common parts are damaged by any of the risks to be insured under clause 12 and as a result of that damage the property, or any part of it, cannot be used for the use allowed:
- 10.1 the rent, or a fair proportion of it, is to be suspended for three years or until the property or the common parts are fully restored, if sooner
- 10.2 if at any time it is unlikely that the property or the common parts will be restored within three years from the date of the damage, the Landlord (so long as he has not wilfully delayed the restoration) or the Tenant may end this lease by giving one month's notice to the other during the three year period, in which case
- the insurance money belongs to the Landlord and
 - the Landlord's obligation to make good damage under clause 12 ceases
- 10.3 a notice is given outside the time limits in clause 10.2 is not effective
- 10.4 The Tenant cannot claim the benefits of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default
- 10.5 any dispute arising under any part of this clause is to be decided by arbitration under clause 17.5

LANDLORDS' OBLIGATIONS AND FORFEITURE RIGHTS

11. QUIET ENJOYMENT

11. While the Tenant complies with the terms of this lease, the Landlord is to allow the Tenant to possess and use the property without lawful interference from the Landlord, anyone who derived title from the Landlord or any trustees for the Landlord.

12. INSURANCE

- 12 The Landlord agrees with the Tenant:
- 12.1 the Landlord is to keep the building (except the glass plate) insured with a reputable insurers to cover
- full rebuilding, site clearance, professional fees, value added tax and three years' loss of rent

- against fire, lightning, explosion, earthquake, landslip, subsidence, heave, riot, civil commotion, aircraft, aerial devices, storm, flood, water, theft, impact by vehicles, damage by malicious persons and vandals, and third party liability, and any other risks reasonably required by the Landlord
- and so far as cover is available at the normal insurance rates for the locality and subject to reasonable excesses and exclusions

- 12.2 and to take all necessary steps to make good as soon as possible damage to the building caused by insured risks except to the extent that the insurance money is not paid because of the act or default of the Tenant

- 12.3 and to give the Tenant at his request once a year particulars of the policy and evidence from the insurers that it is in force

- 12.4 and that the Tenant is not responsible for any damage for which the Landlord is compensated under the insurance policy

13. SERVICES

- 13 The Landlord is to comply with the following duties in relation to the property:

- 13.1 to maintain the state and condition of
- the structure, outside, roof, foundations, joists, floor slabs, load bearing walls, beams and columns of the building
 - those parts of the building which tenants of more than one part can use ("the common parts")

- 13.2 to pay promptly all periodic rates, taxes and outgoings relating to the common parts, including any imposed after the date of this lease (even if of a novel nature)

- 13.3 to pay or contribute to the cost of repairing, maintaining and cleaning party structures, roads, paths, drains, sewers, pipes and other things used or shared with other property

- 13.4 to provide the services listed on page 5, but the Landlord is not to be liable for failure or delay caused by industrial disputes, shortage of supplies, adverse weather conditions or other causes beyond the control of the Landlord

14. FORFEITURE

- 14 This lease comes to an end if the Landlord forfeits it by entering any part of the property, which the Landlord is entitled to do whenever:

- payment of rent is fourteen days overdue, even if it was not formally demanded
- the Tenant has not complied with any of the terms of this lease
- the Tenant if an individual (and if more than one, any of them) is adjudicated bankrupt or an interim receiver of his property is appointed
- the Tenant if a company (and if more than one, any of them) goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent), or has an administrative receiver appointed or has an administration order made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation of the Tenant or a Guarantor

16. END OF LEASE

- 15 When this lease ends the Tenant is to:
- 15.1 return the property to the Landlord leaving it in the state and condition in which this lease requires the Tenant to keep it
- 15.2 (if the Landlord so requires) remove anything the Tenant fixed to the property and make good any damage which that causes

PROPERTY RIGHTS

16. BOUNDARIES

- 16.1 This lease does not let to the Tenant the external surfaces of the outside walls of the property and anything above the ceilings and below the floors

FACILITIES

- 16.2 The Tenant is to have the use, whether or not exclusive, of any of the following facilities:

The right for the Tenant and visitors to come and go from the property over the parts designed or designated to afford access to the property, the rights previously enjoyed by the property for shelter and support and for service wires, pipes and drains to pass through them, and the right to park vehicles in any designated parking area subject to any reasonable rules made by the Landlord

- 16.3 The Landlord is to have the rights previously enjoyed over the property by other parts of the building for shelter and support and for service wires, pipes and drains to pass through it and the right for the Landlord and his tenants and their visitors to come and go from the other parts of the building over the parts of the property designate for that purpose

17. GENERAL

PARTIES' RESPONSIBILITY

- 17.1 Whenever more than one person or company is the Landlord, the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individually.

LANDLORD

- 17.2
- (a) The obligations in this lease continue to apply to the Landlord until he is released by the Tenant or by a declaration of the court.
 - (b) The current owner of the Landlord's interest in the property must comply with the Landlord's obligations in this lease.

TENANT

- 17.3
- (a) A transfer of this lease releases the Tenant from any future obligations under it. This does not apply in the case of a transfer made without the Landlord's consent or as a result of the Tenant's death or bankruptcy.
 - (b) After a transfer, the Tenant's successor must comply with the Tenant's obligations in this lease.

SERVICE OF NOTICES

17.4

The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this lease.

ARBITRATION

17.5

Any matter which this lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment.

HEADINGS

17.6

The headings do not form part of this lease.

18. STAMP DUTY

This lease has not been granted to implement an agreement for a lease

Tenant _____

Signed as a deed by/on behalf of the Landlord and delivered in the presence of:

Witness

Mh

Witness's occupation and address

Signed as a deed by/on behalf of the Tenant and delivered in the presence of

Witness

Mh

Witness's occupation and address

THIS DOCUMENT CREATES LEGAL RIGHTS AND LEGAL OBLIGATIONS. DO NOT SIGN IT UNTIL YOU HAVE CONSULTED A SOLICITOR. THERE IS A CODE OF PRACTICE CONCERNING COMMERCIAL LEASES IN ENGLAND AND WALES PUBLISHED UNDER THE AUSPICES OF THE DEPARTMENT OF THE ENVIRONEMNT.

AM

22/5/14

Landlord

Tenant

FIELDHAM PROPERTIES LTD
1A, Park Hill Place, Bury Old Rd,
Manchester M25 0QA

Tel: 0161-740-0598 /07850-352395

Email: fieldham@manchester-housing.co.uk

16th April 2019

Hand delivered to ground floor, 1A Parkhill
Mr. G. Black
30 Bury Old Road
Prestwich
Manchester M25 0QA

Dear Getzl

Ground Floor, 1A Parkhill Place

It is with regret that I am now writing to you that due to unforeseen circumstances that have just arisen, we cannot renew your Lease of the above premises.

I am therefore enclosing Notice of Ending Business Tenancy.

I am prepared to meet you to discuss this.

Yours

in Properties Limited

on behalf of Fieldham Properties Limited

Registered Office
B.Olsberg & Co, Chartered Accountants
Enterprise House, 3 Middleton Rd, Manchester M8 5DT
Registered in England Company Registration Number 1321078

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Landlord's Notice Ending a Business Tenancy and Reasons for Refusing a New One

Section 25 of the Landlord and Tenant Act 1954

IMPORTANT NOTE FOR THE LANDLORD: If you wish to oppose the grant of a new tenancy on any of the grounds in section 30(1) of the Landlord and Tenant Act 1954, complete this form and send it to the tenant. If the tenant may be entitled to acquire the freehold or an extended lease, use form 7 (Laserform LT7) in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

(insert name and address of tenant)

To: GERALD BLACK
OF 30 BURY OLD ROAD, PRESTWICH,
MANCHESTER M25 0FT

(insert name and address of landlord)

From: FIELDHAM PROPERTIES LIMITED, TOP FLOOR
OF 1A PARKMILL PLACE, BURY OLD ROAD
PRESTWICH, MANCHESTER M25 0QA

(insert address or description of property)

1. This notice relates to the following property:

GROUND FLOOR, 1A PARKMILL PLACE
BURY OLD ROAD, PRESTWICH, MANCHESTER
M25 0QA

(insert date)

2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy.
on ~~we are~~ 23 JUNE 2019
3. I am opposed to the grant of a new tenancy.

(insert letter(s) of the paragraph(s) relied on)

4. You may ask the court to order the grant of a new tenancy. If you do, ^{we} will oppose your application on the ground(s) mentioned in paragraph(s)* of section 30(1) of that Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.

5. If you wish to ask the court for a new tenancy you must do so before the date in paragraph 2 unless, before that date, we agree in writing to a later date.

6. ~~We~~ can ask the court to order the ending of your tenancy without granting you a new tenancy. ^{we} may have to pay you compensation if ~~we~~ have relied only on one or more of the grounds mentioned in paragraphs (e), (f) and (g) of section 30(1). If I ask the court to end your tenancy, you can challenge my application.

7. Please send all correspondence about this notice to:

Name: FIELDHAM PROPERTIES

Address: TOP FLOOR, 1A PARKMILL PLACE
BURY OLD ROAD, PRESTWICH, MANCHESTER
M25 0QA

Signed: Fieldham Properties Limited Date: 16-04-19.

(*delete if inapplicable)

*[Landlord] * [On behalf of the landlord] * [Mortgagee] * [On behalf of the mortgagee]

IMPORTANT NOTE FOR THE TENANT

This notice is intended to **bring your tenancy to an end on the date specified in paragraph 2.**

Your landlord is not prepared to offer you a new tenancy. You will not get a new tenancy unless you successfully challenge in court the grounds on which your landlord opposes the grant of a new tenancy.

If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take. If you want to challenge your landlord's refusal to renew your tenancy, get advice immediately from a solicitor or a surveyor.

NOTES

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)
Ending of your tenancy

This notice is intended to bring your tenancy to an end on the date given in paragraph 2. Section 25 contains rules about the date that the landlord can put in that paragraph.

Your landlord is not prepared to offer you a new tenancy. If you want a new tenancy you will need to apply to the court for a new tenancy and successfully challenge the landlord's grounds for opposition (see the section below headed "*Landlord's opposition to new tenancy*"). If you wish to apply to the court you must do so before the date given in paragraph 2 of this notice, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B).

If you apply to the court your tenancy will continue after the date given in paragraph 2 of this notice while your application is being considered (section 24). You may not apply to the court if your landlord has already done so (section 24(2A) and (2B)).

You may only stay in the property after the date given in paragraph 2 (or such later date as you and the landlord may have agreed in writing) if before that date you have asked the court to order the grant of a new tenancy or the landlord has asked the court to order the ending of your tenancy without granting you a new one.

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

Landlord's opposition to new tenancy

If you apply to the court for a **new tenancy**, the landlord can only oppose your application on one or more of the grounds set out in section 30(1). If you match the letter(s) specified in paragraph 4 of this notice with those in the first column in the **Table below**, you can see from the second column the ground(s) on which the landlord relies.

<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations.
(b)	That the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due.
(c)	That the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding.
(d)	That the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant , that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy.
(f)	That on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

In this Table "the holding" means the property that is the subject of the tenancy.

In ground (e), "the landlord is the owner an interest in reversion expectant on the termination of that superior tenancy" means that the landlord has an interest in the property that will entitle him or her, when your immediate landlord's tenancy comes to an end, to exercise certain rights and obligations in relation to the property that are currently exercisable by your immediate landlord.

If the landlord relies on ground (f), the court can sometimes still grant a new tenancy if certain conditions set out in section 31A are met.

If the landlord relies on ground (g), please note that "the landlord" may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). Where the landlord is a company and a person has a controlling interest in that company then either of them can rely on ground (g) (section 30(1A) and (1B)). A person has a "controlling interest" in a company if, had he been a company, the other company would have been its subsidiary (section 46(2)).

The landlord must normally have been the landlord for at least five years before he or she can rely on ground (g).

Compensation

If you cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court's refusal to grant a new tenancy is based solely on one or more of grounds (e), (f) and (g). In other words, you cannot get compensation under section 37 if the court has refused your tenancy on other grounds, even if one or more of grounds (e), (f) and (g) also applies.

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

Validity of this notice

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

Further information

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at www.odpm.gov.uk. Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).