

Dated

19 November

2021

(1) TOM RALSTON AND HANNAH RALSTON AS TRUSTEES FOR T.R. VENTURES SASS

and

(2) LONGWORTH & SONS LIMITED

RENT DEPOSIT DEED

Relating To

of Unit 4, Martel Court, Spark Industrial Estate, Stockport SK1 2AF

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PARTIES

- (1) **TOM RALSTON AND HANNAH RALSTON AS TRUSTEES OF T.R. VENTURES LIMITED** SASS of 7a Northern Grove, Manchester M20 2WL (the "**Landlord**"); and
- (2) **LONGWORTH & SONS LIMITED** incorporated and registered in England and Wales with company number 08279207 whose registered office is at Unit 4 Martel Court, Sparks Business Park, Stockport SK1 2AF (the "**Tenant**").

BACKGROUND

- (A) This deed is supplemental and collateral to the Lease.
- (B) The Landlord is entitled to the immediate reversion to the Lease.
- (C) The residue of the Term is vested in the Tenant.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

"Account" means an account at a Bank in the name of the Landlord intended to hold the Deposit and other monies under this Deed;

"Default" means any failure by the Tenant to:

- (a) pay the whole or any part of the Rents, interest, outgoings and any other sums due to, or recoverable by, the Landlord under the Lease, whether or not reserved by way of rent and whether formally demanded or not;
- (b) observe and perform any tenant covenants and conditions contained or referred to in the Lease or this deed;

- (c) pay any claims, demands, damages, losses, costs or other expenses arising out of, or incidental to, the enforcement of the obligations, covenants and conditions of the Tenant under the Lease or this deed.

"Deposit" means the sum of £6,600 including an amount equal to VAT in the sum of £1,100.

"Expenses" means all losses arising as a consequence of (or which it is reasonably foreseeable that the Landlord will have to incur as a result of) the forfeiture or disclaimer of the Lease including (but not limited to) the following costs and expenses:

- (a) the reasonable costs and expenses payable to legal advisers, surveyors and accountants for advice in connection with such forfeiture or disclaimer;
- (b) the reasonable costs and expenses for marketing the Property for reletting purposes;
- (c) mesne profits from the date of forfeiture or disclaimer until the date of possession by the Landlord;
- (d) a sum of rent at an annual rate equal to the amount payable by the Tenant under the Lease immediately before the date of forfeiture or disclaimer, in respect of the period beginning on the date that possession is obtained until the earlier of the date on which the Property is relet and the expiry of six months;
- (e) the reasonable fees and expenses payable to any agents or surveyors in connection with the reletting or attempted reletting of the Property;
- (f) the reasonable costs and expenses payable to legal advisers in connection with the reletting or attempted reletting of the Property;

(g) VAT (if chargeable) in respect of the above.

"**Interest**" means any interest accruing on the Deposit.

"**Lawful Assignment**" means an assignment of the Lease (other than an assignment in breach of the terms of the Lease).

"**Lease**" means the lease of the Property dated 2021 and made between (1) the Landlord and (2) the Tenant and including all documents supplemental or collateral to that lease except this deed.

"**Previous Rent Deposit Deed**" means the rent deposit deed made between T.R. Ventures Limited (1) and the Tenant (2) with respect to a lease of the Premises.

"**Property**" means Unit 4, Martel Court, Spark Industrial Estate, Stockport SK1 2AF as more particularly described in and demised by the Lease.

"**Rents**" means any sums reserved as rent under the Lease.

"**Term**" means has the meaning given to it in the Lease.

"**VAT**" means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

"**Working Day**" means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 References to the "**Landlord**" include a reference to the person entitled for the time being to the immediate reversion of the Lease.
- 1.3 References to the "**Tenant**" include a reference to its successors in title and assigns.
- 1.4 The expression "**tenant covenant**" has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

2. DEPOSIT

- 2.1 The Landlord acknowledges receipt of the Deposit from the Tenant and undertakes to place the Deposit in the Account as soon as reasonably possible Provided Always for the avoidance of doubt monies held by the Landlord pursuant to the Previous Rent Deposit Deed will be used as the Deposit and the Tenant acknowledges that T.R. Ventures Limited will not be required to return the Deposit to the Tenant pursuant to the terms of the Previous Rent Deposit Deed.
- 2.2 The Landlord undertakes to hold the Deposit for the Tenant in accordance with, and subject to, the terms of this deed.
- 2.3 At all times the Tenant shall maintain the Deposit at a sum not less than the Minimum Amount.

3. LANDLORD'S DUTIES

- 3.1 The Landlord is not obliged to secure any particular rate of Interest.
- 3.2 The Landlord shall not be liable to the Tenant for any loss to the Deposit or any loss of Interest arising from any act or default unless such loss arises from the wilful default or negligence of the Landlord.

4. INTEREST

Any Interest earned on the Deposit shall belong to the Landlord.

5. WITHDRAWALS

- 5.1 Following any Default, the Landlord shall be entitled to withdraw from the Deposit such proportion of the Deposit as may be reasonably necessary to make good any such Default.
- 5.2 The Landlord may make withdrawals from the Deposit as often as necessary.

- 5.3 If the Lease is forfeited, surrendered or otherwise terminated early or the liability of the Tenant under the Lease is disclaimed, then as compensation for the Expenses, the Landlord shall be entitled to withdraw from the Deposit such sums as may be reasonably necessary to satisfy the Expenses.
- 5.4 The Landlord shall give written notice to the Tenant within five Working Days following each and every withdrawal made under clause 5.1, specifying the amount of the withdrawal, the date of the withdrawal and the invoice or liability to which the withdrawal relates.

6. TOP UP OF THE DEPOSIT

- 6.1 Without prejudice, and in addition to the Tenant's other obligations in this deed, the Tenant shall pay to the Landlord such sum or sums as shall be necessary to ensure that the Deposit is not less than the sum of £6,600 within ten Working Days after the date of every occasion upon which the Landlord serves notice in writing on the Tenant that the Landlord has made a withdrawal from the Account.
- 6.2 The Landlord undertakes to place any monies paid to it under this clause 5.1 into the Account as soon as reasonably possible, but in any event within two Working Days following receipt.

7. REPAYMENT OF THE DEPOSIT

- 7.1 Subject to the rights of the Landlord under this deed, the Landlord shall pay the Deposit to the Tenant on the earlier of:
- 7.1.1 30 days from the date of the expiry or sooner determination of the Term; or
 - 7.1.2 20 Working Days from the date the Landlord receives written notice of a Lawful Assignment of the Lease by the Tenant.
- 7.2 The Landlord shall be entitled to retain from the Deposit as much of the Deposit as may be reasonably necessary to make good any Default.

- 7.3 Where the Deposit is paid to the Tenant pursuant to clause 7.1.2, the Landlord shall be entitled to retain from the Deposit as much of the Deposit as may be reasonably necessary to make good any Default that occurred prior to the date of Lawful Assignment.

8. SALE OF REVERSION

If the Landlord transfers its interest in the reversion of the Lease:

- 8.1 it shall be entitled to transfer the Deposit to the transferee of the reversion (but if it so desires after first making any withdrawals from the Deposit Fund that it is entitled to make); and

- 8.2 if the Landlord provides the Tenant with a deed under which the transferee of the reversion covenants to observe and perform the obligations of the Landlord under this Deed:

8.2.1 the Landlord which has transferred its interest in such reversion shall be automatically released from all of its obligations and liabilities under this Deed to the extent that it can in Law be so released; and

8.2.2 to the extent it is not so released, the Tenant shall not unreasonably withhold consent to any application by that Landlord for such a release.

9. THE RIGHT OF RE-ENTRY IN THE LEASE

The right of re-entry in the Lease shall be exercisable if any covenant or condition contained in this deed failing to be complied with by the Tenant is breached, as well as if any of the events stated in the provision for re-entry in the Lease occur.

10. INDEMNITY

The Tenant shall make good to the Landlord on demand, and indemnify the Landlord against, all liabilities, costs, expenses, damages and losses suffered or

incurred by the Landlord arising out of or in connection with any breach of the terms of this deed.

11. INCORPORATION OF CERTAIN LEASE PROVISIONS

The following clauses of the Lease shall also apply to this deed: 37 (Notices), 38 (Governing Law), 39 (Jurisdiction) and 41 (Contracts and Rights of Third Parties).

THIS AGREEMENT has been entered into as a deed on the date stated at the beginning of it.

EXECUTED as a **DEED** and **DELIVERED**

by **LONGWORTH & SONS LIMITED**

acting by Sue Whittaker, a Director

in the presence of:

Witness: Zoe Protano

Signature 

Name(BLOCK CAPS) ZOE PROTANO

Address 9 OMSKIRK ROAD

STOCKPORT

SK5 7DZ

<small>SIGN HERE</small> 
