

Energy performance certificate (EPC)

106-110 Prince of Wales Road
NORWICH
NR1 1NS

Energy rating

D

Valid until:

7 October 2034

Certificate number:

9598-1461-3566-5557-8315

Property type

General Industrial and Special Industrial Groups

Total floor area

1,323 square metres

Rules on letting this property

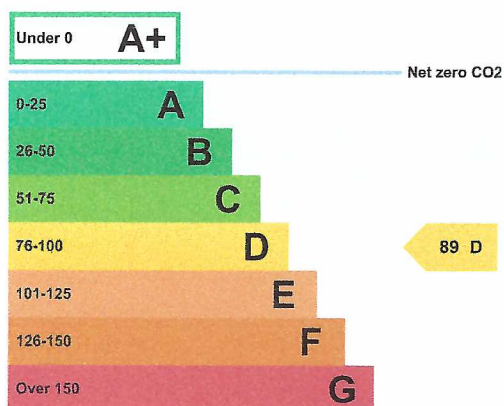
Properties can be let if they have an energy rating from A+ to E.

Energy rating and score

This property's energy rating is D.

Properties get a rating from A+ (best) to G (worst) and a score.

The better the rating and score, the lower your property's carbon emissions are likely to be.



How this property compares to others

Properties similar to this one could have ratings:

If newly built

18 A

If typical of the existing stock

74 C

DATED 2024

RENEWAL LEASE BY REFERENCE TO A PREVIOUS LEASE

relating to

1. 110 Prince of Wales Road, Norwich, Norfolk NR1 1NS

between

CAROLYN JANE ZETTER-WELLS and DAVID FRANCIS STUART MILLER

and

KWIK-FIT (GB) LIMITED

**WILLIAM STURGES LLP
BURWOOD HOUSE
14-16, Caxton Street
London
SW1H 0QY**

AML/032571/003

LR1. Date of lease

2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NK66777

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

CAROLYN JANE ZETTER-WELLS and DAVID FRANCIS STUART MILLER both care of William Sturges LLP,
Burwood House, 14-16, Caxton Street, London SW1H 0QY

Tenant

KWIK-FIT (GB) LIMITED (Company No. 01009184) whose registered office is at Etel House,
Avenue One, Letchworth Garden City, Hertfordshire SG6 2HU

Other parties

None

LR4. Property

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

See the definition of "Property" in clause 1.1 of this lease and clause 1.27 ('Premises') of the Previous Lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this lease (if any).

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

The easements included in the definition of "Incorporated Terms" in clause 1.1 of this lease which are set out in Schedule 1 of the Previous Lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

This lease is dated

2024

PARTIES

- (1) **CAROLYN JANE ZETTER-WELLS and DAVID FRANCIS STUART MILLER both care of William Sturges LLP Burwood House, 14-16, Caxton Street, London SW1H 0QY(Landlord)**
- (2) **KWIK-FIT (GB) LIMITED** (Company No. 01009184) whose registered office is at Etel House, Avenue One, Letchworth Garden City, Hertfordshire, SG6 2HU **(Tenant)**

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Previous Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

Agreed Terms

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at an initial rate of £60,190.00 per annum and then as revised in accordance with this lease.

Contractual Term: a term of years from and including 29 September 2023 to and including 28 September 2038.

Exterior Decorating Years: means 2026 2033 and 2038

Interior Decorating Years: means 2026 2023 and 2038.

Plan: the plan annexed to this Lease at Annex B.

Previous Lease: the lease of the Property dated 11 June 2009 and made between (1) the Landlord and (2) the Kwik-Fit Holdings Limited (a copy of which is annexed to this lease at ANNEX A) and the documents made supplemental to it (if any).

Previous Lease Initial Rent: the annual rent first reserved by the Previous Lease as set out in clause 1.7 of the Previous Lease.

Previous Lease Interior Decorating Years: the years set out in clause 1.12 of the Previous Lease.

Previous Lease Exterior Decorating Years: the years set out in clause 1.4 of the Previous Lease.

Previous Lease Contractual Term: the contractual term for which the Previous Lease was granted as set out in clause 1.2 of the Previous Lease.

Previous Lease Review Dates: the dates for the review of the annual rent set out in clause 1.34 of the Previous Lease.

Incorporated Terms: all of the provisions of the Existing Lease (as varied by this lease).

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Plan: the plan annexed to the Previous Lease.

Property: the property known as 110 Prince of Wales Road, Norwich NR1 1NS shown edged red on the Plan.

Review Dates: 29 September in 2028, 2033 and 2038.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be performed and observed by the Tenant.

- 1.2 For the purposes of this lease only, if there is an inconsistency between any of the provisions of this lease and the provisions of the Previous Lease, the provisions of this lease shall prevail.
- 1.3 For the purposes of this lease only, references to the "Landlord", and "Tenant" in the Previous Lease shall be read as references to the Landlord and Tenant in this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease; and
- (d) with the Tenant paying as rent to the Landlord the sums reserved as rent in the Incorporated Terms at the times and in the manner set out in the Incorporated Terms (i.e. on the usual quarter days)

3. Tenant's Covenants

The Tenant covenants with the Landlord to comply with the Tenant's Covenants.

4. Landlord's Covenants

The Landlord covenants with the Tenant to comply with the Landlord's Covenants.

5. The Previous Lease

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as set out in Schedule 1 hereto and this lease shall be read and construed accordingly.

6. Registration of this lease

The Tenant shall:

- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
- (b) use reasonable endeavours to ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
- (c) send the Landlord official copies of its title within one month of completion of the registration.

7. Right to terminate this Lease

- (a) The Tenant may end the Term on 28 September 2033 by giving the Landlord prior written notice of not less than six months' following which the Term will end on that date if:
 - (i) on 28 September 2033 the Annual Rent due up to and including that date and any VAT payable has been paid in full; and
 - (ii) on that date the whole of the Property is given back to the Landlord free of the Tenant's occupation and the occupation of all other lawful occupiers where free of occupation means the occupier in question and its employees, contractors and agents physically having vacated the Premises.
- (b) If this Lease ends under this clause this will not affect the rights of any part for any prior breach of an obligation in this Lease.
- (c) Time is of the essence for the purposes of clause 7(a).
- (d) Where the Term is terminated in accordance with clause 7(a), the Landlord will as soon as reasonably practicable repay to the Tenant, the proportion of the Annual Rent and any other sums that have been paid in advance by the Tenant and relate to the period after but excluding 28 September 2033.

8. Section 62 of the Law of Property Act 1925, implied rights and existing appurtenant rights

The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the Law of Property Act 1925 is excluded.

9. Entire agreement

- 9.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 9.2 Each party acknowledges that in entering into this lease it does not rely on any representation or warranty (whether made innocently or negligently).
- 9.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 9.4 Nothing in this clause shall limit or exclude any liability for fraud.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Variations to the Existing Lease

1. Substitution of the Annual Rent

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 1.1 This lease shall reserve the Annual Rent instead of, the Previous Lease Rent.
- 1.2 The Annual Rent shall be payable from 29 September 2023 by the same instalments and on the same dates as the Previous Lease Rent would have been payable.
- 1.3 All of the provisions in the Previous Lease relating to the Previous Lease Rent shall be read and construed as referring to the Annual Rent instead.

2. Substitution of the Contractual Term

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 2.1 The Previous Lease Contractual Term shall be deleted and replaced by the Contractual Term.
- 2.2 All of the provisions in the Previous Lease relating to the Previous Lease 'Contractual Term' shall be read and construed as referring to the Contractual Term instead.

3. Substitution of the Review Dates

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 3.1 The Previous Lease 'Review Dates' shall be deleted and replaced by the Review Dates.
- 3.2 All of the provisions in the Previous Lease relating to the Previous Lease Review Dates shall be read and construed as referring to the Review Dates instead.

4. Substitution of the Exterior Decorating Years

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 4.1 The Previous Lease Exterior Decorating Years shall be deleted and replaced by the Exterior Decorating Years.
- 4.2 All of the provisions in the Previous Lease relating to the Previous Lease' Exterior Decorating Years' shall be read and construed as referring to the Exterior Decorating Years instead.

5. Substitution of the Interior Decorating Years

For the purposes of this lease only, the provisions of the Previous Lease shall be varied as follows:

- 5.1 The Previous Lease 'Interior Decorating Years' shall be deleted and replaced by the Interior Decorating Years.
- 5.2 All of the provisions in the Previous Lease relating to the Previous Lease 'Interior Decorating Years' shall be read and construed as referring to the Interior Decorating Years instead.

6. Deletion or variation of clauses

For the purposes of this lease only, the provisions of the Previous Lease shall be varied by the deletion of the following clauses of the Previous Lease:

- 6.1 Clause 1.25
Clause 1.26
Clause 3.7.2.3
- 6.2 Clause 3.5.3.1 (Removal of alterations) shall include all alterations and works carried out by the Tenant before the date hereof

7. Replacement of clauses

For the purposes of this lease only, the provisions of the Previous Lease shall be varied by the information of the following replacement clauses

NEW CLAUSES

1.25 “Permitted Use” means:

Use as a motorist’s centre and/or for the sale supply storage and fitting of tyres exhausts batteries shock absorbers brakes clutches radiators oil and air filters and steering parts together with any other motorist components parts and accessories and/or MOT testing and/or the maintenance servicing electric charging and repair of motor vehicles including maintenance, inspections, repairs and servicing of electrical bicycles, or such other use falling within class E(g)(iii) B2 or B8 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) or such other retail, office and ancillary uses to which the Landlord has given consent, such consent not to be unreasonably withheld or delayed. The first floor accommodation can be used as offices.

1.26 “Planning Acts”

The Planning Acts means every Act for the time being in force relating to the use design control and occupation of land and buildings

3.7.2.3 “Construction (Design and Management) Regulations”

Without prejudice to the generality of clause 3.7.1 the Tenant must comply with the provision of the Construction (Design and Management) Regulation 2015 (“CDM Regulations”) be the only client as defined in the provisions of the CDM Regulations, fulfil, in relation to all and any works, all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations, and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice publish from time to time by the Health and Safety Executive in relation to the CDM Regulations.

8.7.1.1(d)

- (d) where the receiving party is a person resident or company incorporated in a country outside the United Kingdom shall be served:
 - (i) if that person is not a party to this Lease, at the address for service in the United Kingdom of that person set out in the latest deed or document relating to this lease to which they are a party;
 - (ii) if no address for service in the United Kingdom has been given, at their last known address in the United Kingdom; or
 - (iii) if there is no last known address in the United Kingdom, at their last known address or registered office in their country of residence or incorporation.

Signed as a deed by CAROLYN JANE ZETTER-WELLS in the
presence of:

.....

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Signed as a deed by DAVID FRANCIS STUART MILLER

In the presence of

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

OR

Executed as deed by KWIK-FIT (GB) LIMITED acting by [NAME OF
DIRECTOR] a director, in the presence of:

.....

[SIGNATURE OF DIRECTOR]

.....

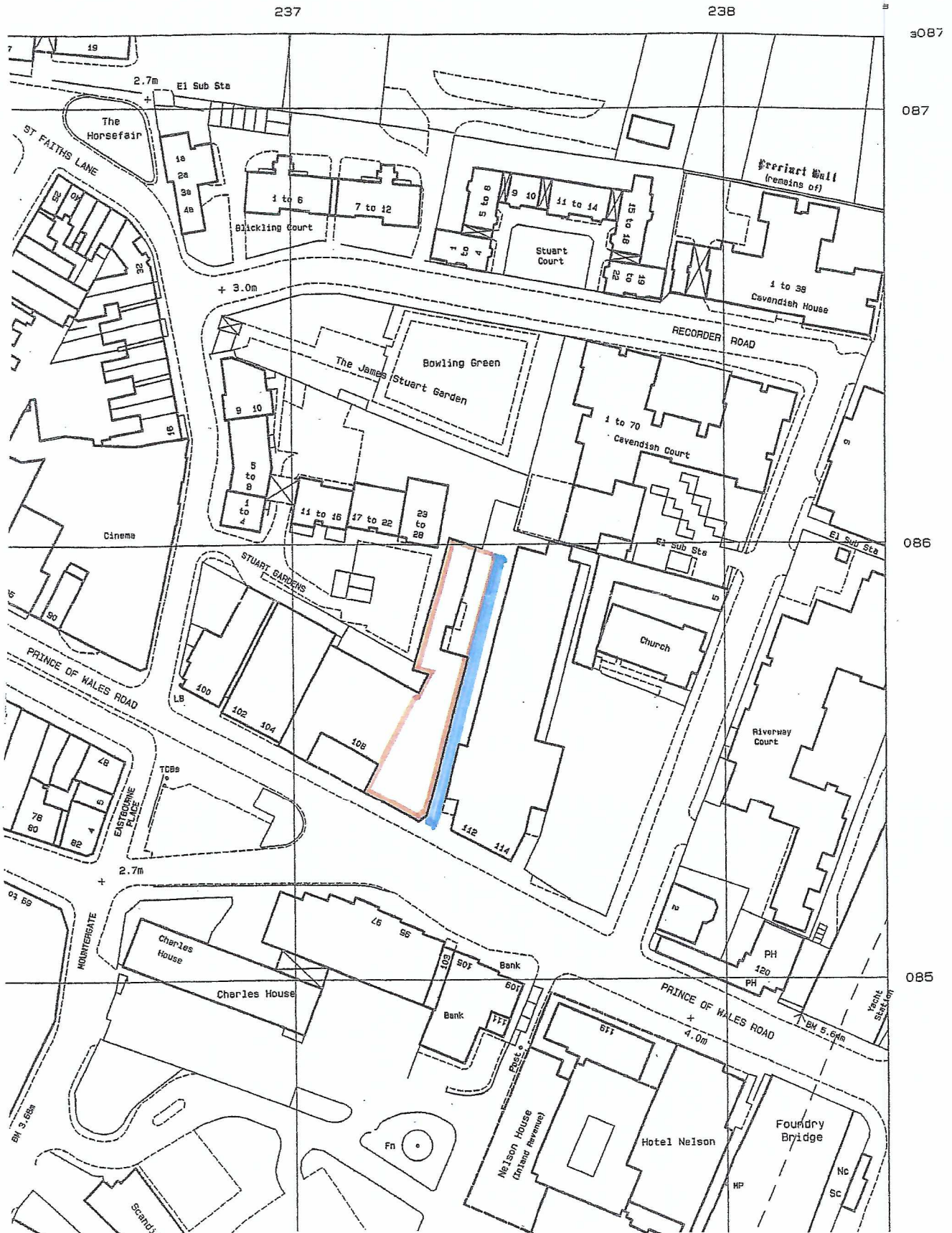
Director

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

ANNEX A Certified copy of the Existing Lease

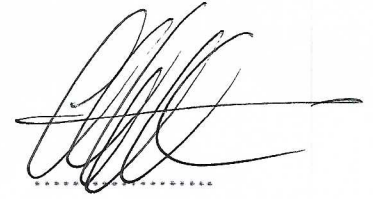
WATSONS



ANNEX B Plan

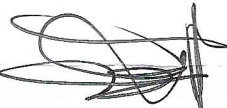
12

Signed as a deed by CAROLYN JANE ZETTER-WELLS in the presence of:



FINNI GOLDEN

[SIGNATURE OF WITNESS]



[NAME, ADDRESS [AND OCCUPATION] OF WITNESS] Lombard House, 9, Lombard St, Portsmouth, PO1 2HT. RETIRED COPY EDITOR

Signed as a deed by DAVID FRANCIS STUART MILLER

In the presence of

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

OR

Executed as deed by KWIK-FIT (GB) LIMITED acting by [NAME OF DIRECTOR] a director, in the presence of:

.....

[SIGNATURE OF DIRECTOR]

Director

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Signed as a deed by CAROLYN JANE ZETTER-WELLS in the
presence of:

.....
[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Signed as a deed by DAVID FRANCIS STUART MILLER

In the presence of Christine Colman




.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

Billagore Cottage
Alleyys Lane Cookham Dean SL6 9AD

OR Retired.

Executed as deed by KWIK-FIT (GB) LIMITED acting by [NAME OF
DIRECTOR] a director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]

Director

.....
[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]