

**This Agreement** is made the Fourth day  
of December One thousand nine hundred and Eighty BETWEEN  
THE BRITISH WATERWAYS BOARD (hereinafter called "the Board")  
which expression shall where the context so admits include the person for the  
time being entitled to the reversion immediately expectant on the determina-  
tion of the tenancy hereby created of the one part and BERRITE TRUSTEES  
whose registered office is situate at ROSE COTTAGE, PEMBRIDGE, HEREFORDSHIRE  
which expression shall where the context so admits include their successors  
in title of the other part

WHEREBY IT IS AGREED as follows:—

1. THE Board let and the Tenants take ALL THAT piece or parcel  
of land at Iron Bridge Road, West Drayton, Middx. \_\_\_\_\_  
which said piece of land is more particularly delineated and shown  
~~coloured~~ green on the plan annexed hereto (hereinafter called "the  
said land") which expression shall where the context so permits include any  
buildings hereafter erected thereon

EXCEPTING AND RESERVING unto the Board and persons deriving  
title under them—

(A) the free and uninterrupted passage and running of water and  
soil gas and electricity as heretofore used and enjoyed to and from the  
other buildings and lands of the Board adjoining or near to the said  
land through the sewers drains channels pipes cables meters and wires

(B) the right at any time hereafter to execute such works and  
erections upon and to use their adjoining and neighbouring lands  
and buildings as they may think fit notwithstanding the access of  
light and air to the said land may thereby be interfered with

TO HOLD the said land except and reserved as aforesaid and subject  
to all easements and quasi-easements rights wayleaves or liberties (if any)  
affecting the said land or any part thereof unto the Tenants from the  
twenty fourth day of June \_\_\_\_\_ One thousand nine hundred  
and Seventy nine until the tenancy shall be determined as is herein-  
after provided at the yearly rent of £20.00 (twenty pounds) \_\_\_\_\_  
payable in advance on the twenty fourth day  
of June \_\_\_\_\_ in every year the first of such payments to be made  
on the date hereof for the period ending on the twenty third day of  
June \_\_\_\_\_ One thousand nine hundred and Eighty \_\_\_\_\_

2. THE Tenants for themselves and their assigns hereby agree with  
the Board as follows:—

(1) To pay the said rent on the days and in the manner afore-  
said, and additionally to pay to the Board any Value Added Tax  
which may be chargeable in respect of the said rent

(2) To pay and discharge all rates taxes duties charges assess-  
ments and outgoings whatsoever whether parliamentary parochial  
local or of any other description which are now or may at any time  
hereafter be assessed charged or imposed upon the said land or  
upon the owner or occupier in respect thereof (landlord's property  
tax only excepted)

(3) Not to erect any buildings or structures upon the said land  
without the consent of the Board first obtained nor to make any  
alterations to any such buildings or structures except in accordance  
with details plans and specifications to be previously approved in  
writing by the Board and under their supervision and to their  
satisfaction

(4) To keep any buildings and other erections which may be  
hereafter erected on the said land (including any fences and gates  
now forming part of the said land) in good and substantial repair  
and condition to the satisfaction of the Board and so much of the said  
land as is unbuilt upon in a clean and tidy condition

(5) To use the said land only for purposes

and to observe all byelaws and regulations made by any local or public authority authorised in that behalf and to obtain all consents required by law in connection with the Tenants' user of the said land

(6) Not to do or suffer to be done upon the said land any act

or thing which shall or may be or become a nuisance to the Board or to the occupiers of any of the adjoining premises or to the neighbourhood

(7) Not to assign underlet or part with the possession of the said land or any part thereof

(8) ~~Forthwith to insure and thereafter to keep insured the said land from loss or damage by fire explosion tempest and aircraft (other than hostile aircraft) in~~

in the joint names of the Board and the Tenant up to the full replacement value thereof and to produce to the Board on demand such Policy of Insurance and the receipt of any premium necessary to effect and maintain such insurance and if the said land shall be destroyed or damaged through any of the above-mentioned causes then forthwith to the satisfaction of the Board to rebuild or reinstate the said land and the amount received from the Insurance Company shall be applied to that purpose and if such amount shall be insufficient for that purpose to make good any deficiency out of the Tenant's own money Provided always that if the Tenant shall at any time fail to insure the land or pay the premium on the Policy in accordance with this covenant the Board shall be at liberty to insure the land as aforesaid and thenceforth to pay the premium payable from time to time on the Policy and the amount thereof shall be repaid by the Tenant to the Board on demand

(9) To observe and perform the conditions of the Policy of

Insurance and not without the previous consent in writing of the Board and the sanction of the Insurance Company (such sanction to be produced to the Board) to do or suffer on the land anything which ~~would be likely to increase the risk of fire or explosion~~

(8) ~~(10)~~ Not to cause any obstruction to the Board's canal under-taking (hereinafter called "the Canal") or the towing path thereof or the free passage of traffic upon the Canal or towing path nor cause any matter whether liquid or solid to fall or be discharged into the Canal than otherwise authorised so to do by the Board.

(9) ~~(11)~~ Not at any time during the said term without the previous consent of the Board to take or abstract any water from the Canal for any purpose whatsoever

(10) ~~(12)~~ From time to time to make good any damage caused by the Tenants their servants or agents to the banks or waterway wall of the Canal arising out of their user of the said land

(11) ~~(13)~~ To yield up the said land at the end or sooner determination of the tenancy in such condition as shall be consistent with the agreements herein contained.

3. PROVIDED ALWAYS AND IT IS EXPRESSLY AGREED as follows:—

(1) That if the said yearly rent or any part thereof shall be in arrear for twenty-one days next after any of the said days whereon the same ought to be paid as aforesaid whether the same shall or shall not have been legally demanded or if there shall be a breach of any of the agreements on the part of the Tenants or conditions herein contained or if the Tenants shall enter into liquidation whether compulsory or voluntary (except for the purposes of amalgamation or reconstruction with a substantial paid-up capital) [or if their assign

or assigns or any of them not being a company shall become bankrupt or enter into any arrangement or composition with his or their creditors whether under the Bankruptcy Act or otherwise] or if the Tenants shall permit or suffer their goods or property on the premises or any part thereof to be taken in execution then it shall be lawful for the Board at any time thereafter into or upon the said land in the name of the whole to re-enter and the same to have possess and enjoy as of the Board's former estate but without prejudice to any rights or remedies of the Board then subsisting

(2) That it shall be lawful for the Board their servants agents and workmen at any time and from time to time during the tenancy to enter upon the said land or any part thereof for the purpose of executing repairs or alterations to or upon the Canal or the works thereof or to any adjoining property and for all or any purpose of or otherwise in connection with the undertaking of the Board the Board making good any damage caused to the said land but not being liable for compensation for damage loss or inconvenience to the Tenants

(3) The tenancy hereby created may be determined—

(A) by either party giving to the other six months'

previous notice in writing to expire at any time  
(B) by the Board giving to the Tenants thirty days' notice in writing to expire at any time if the Minister or Board in charge of any Government Department shall certify that possession of the said land or any part thereof is urgently required for carrying out repairs (whether on the premises or elsewhere) which are needed for the proper operation of the Board's undertaking subject to such notice containing a copy of the certificate and after the giving of such notice Part II of the Landlord and Tenant Act 1954 shall not apply to this tenancy

(4) If at the date on which the Tenants have to quit the said land it has been occupied for a period of less than five years immediately preceding that date for the purposes of the business carried on by the Tenants or other occupier the right to compensation conferred by Sections 37 and 59 of the Landlord and Tenant Act 1954 shall be wholly excluded.

4. THE Board hereby agree that the Tenants paying the rent hereby reserved as and when the same ought to be paid and observing and performing all the agreements and conditions herein contained and on the part of the Tenants to be performed and observed shall peaceably and quietly hold and enjoy the said land without any disturbance or interruption by the Board or any person or persons rightfully claiming through under or in trust for them.

5. ANY notice in writing that under the terms hereof is to be given to the Board shall be deemed effectively served if sent through the post in a registered letter addressed to the Estate officer ( South East Area) at his office at ~~WIL~~ Grange, Church Road, Watford

in the County of Hertfordshire or upon such other person as the Board from time to time appoint for that purpose and any notice in writing that is to be given by the Board to the Tenants shall be deemed effectively served if sent through the post in a registered letter addressed to the Tenants at their last known address or place of business in the United Kingdom or at their registered office as the case may require.

AS WITNESS the hands of JOHN CAWSTON (the person appointed by the Board in that behalf) and FREDERICK SAMUEL ABRAHAM FOTHERGILL ON BEHALF OF BERRITE the day and year first above written.

TRUSTEES

SIGNED by the said } JOHN CAWSTON  
in the presence of } SANDERS

*John Cawston*  
John Cawston  
FREDERICK SAMUEL ABRAHAM FOTHERGILL  
SANDERS

( 3 )



FOR LANDS AT IRON BRIDGE ROAD,  
WEST DRAYTON, MIDDLESEX.

## Agreement

BERRITE TRUSTEES

AND

British Waterways  
Board