

(f) As soon as the Accountant shall have determined the amount of the Service Charge payable by the Lessee for the relevant financial year of the Lessor the Accountant shall prepare a written statement (hereinafter called "the Accountant's Certificate") containing a summary of the costs expenses and outgoings incurred by the Lessor during the relevant financial year together with any future sums indicated by the Accountant pursuant to Clause 2(2)(e) hereof in respect of the said Fourth Schedule Expenditure and specifying the amount of the Service Charge payable by the Lessee as aforesaid and in the Accountant's Certificate the Accountant shall certify:

(i) that in his opinion the said summary represents a fair summary of the said costs and outgoings set out in a way which shows how they are or will be reflected in the Service Charge

(ii) that in his opinion the said summary is sufficiently supported by accounts receipts and other documents which have been produced to him

(iii) that the sum specified as aforesaid represents the amount of the Service Charge payable by the Lessee for the relevant financial year of the Lessor

(g) In the event of any dispute arising between the parties in connection with the accountants certificate or with any interim Service Charge payment such matters in dispute shall be referred to an independent surveyor who shall in the absence of agreement between the parties hereto be appointed by the President for the time being of the Royal Institute of Chartered Surveyors as a single arbitrator in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in

force the cost of such arbitration shall be borne as directed by the said independent surveyor

(h) The Lessee shall if required by the Lessor with every half-yearly payment of the rent first reserved hereunder pay to the Lessor such sum in advance and on account of the Service charge as the Lessor or its agents shall from time to time specify at its or their discretion to be a fair and reasonable interim payment

(i) As soon as practicable after the end of each financial year of the Lessor the Lessor shall furnish to the Lessee an account of the Service Charge payable by the Lessee for such financial year together with a copy of the Accountants' Certificate due credit being given in such account for any interim payment made by the Lessee in respect of such financial year pursuant to Clause 2(2)(h) hereof and upon the furnishing of such account there shall be paid by the Lessee to the Lessor the Service Charge or any balance thereof stated to be payable or there shall be repaid by the Lessor to the Lessee any amount which may have been overpaid by the Lessee by way of interim payment save in so far as such interim payment relates to the sum or sums secondly mentioned in Clause 2(2)(e) hereof as the case may require

(j) It is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Lessee of any such interim payment as aforesaid but nothing herein contained shall disable the Lessor from maintaining an action against the Lessee in respect of non-payment of any such interim payment as aforesaid notwithstanding that the