

Dated

2016

Thompson Parish Council
and
Thompson Community Hall Limited

Lease of land at Thompson Millennium Green



nplaw
Norfolk County Council
County Hall
Martineau Lane
Norwich
Norfolk
NR1 2DH
[ref nplaw/CB/48940]

Prescribed Clauses

LR1. Date of lease 2016

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NK235488

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

Thompson Parish Council of 21 Pockthorpe Lane Thompson Thetford
Norfolk IP24 1PN

Tenant

Thompson Community Hall Limited registered charity number 1162104
whose registered office is at [REGISTERED OFFICE ADDRESS]

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 and Schedule 1 to this 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:

Local Government Act 1972

LR6. Term for which the Property is leased

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

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

None.

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

The easements reserved in clause 4 to this 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

N/A

THIS LEASE IS MADE ON THE DAY OF 2015
BETWEEN

- (1) Thompson Parish Council of 21 Pockthorpe Lane Thompson Thetford Norfolk IP24 1PN (the **Landlord**); and
- (2) Thompson Community Hall CIO registered charity number 1162104 whose registered office is at 21 Pockthorpe Lane Thompson Thetford Norfolk IP24 1PN (the **Tenant**).

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

~~**Base Rate:** the base rate from time to time of [Barclays] Bank PLC.~~

~~**Building:** a building to be constructed on the Property by the Tenant to be used for the Permitted Use~~

~~**Default Interest Rate:** 2% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.~~

~~**Insured Risks:** fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant reasonably decides to insure against from time to time.~~

Permitted Use: as a community hall for use by the residents of Thompson Parish and adjacent parishes in the County of Norfolk including hire for weddings and other private functions by such residents.

Plan: the plan attached to this lease.

Property: the land described in Schedule 1 including the Building.

~~**Reinstatement Value:** the full cost of reinstatement of the Property as reasonably determined by the Tenant from time to time] taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.~~

Rent: a peppercorn per annum (if demanded).

Rent Payment Date: 1 January in each year.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

~~**Service Media:** all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, air, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.~~

~~**Tenants Works:** the construction of the Building.~~

Term: a term of years beginning on, and including the date of this lease and ending on and including ~~125 999~~ years.

Third Party Rights: the covenants affecting the Property at the date of this lease in the charges register of title number NK235488.

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

~~**Works Conditions:** the conditions in schedule 4~~

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.
- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 A reference to the **end of the Term** is to the end of the term however it ends.
- 1.8 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

- 1.9 A reference to **writing** or **written** excludes fax and e-mail.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

2. GRANT AND BREAK

- 2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use for the Term.
- 2.2 The grant is made excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.
- ~~2.3~~ The grant is made in consideration of the Tenant paying covenanting to pay the Landlord the Rent, following sums as rent:
- ~~2.3.1~~ the Rent;
- ~~2.3.2~~ all interest payable under this lease; and
- ~~2.3.3~~ 2.3 all other sums due under this lease.
- 2.4 ~~Either the Landlord or t~~The Tenant may determine this lease at any time by the service of not less than 12 months notice on the Landlord ~~other~~ and on the expiry of such notice this lease shall determine without prejudice to the rights and liabilities of the parties arising prior thereto.

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3. THE RIGHTS

- 3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. THE RESERVATIONS

- 4.1 The following right is excepted and reserved from this lease to the Landlord for the benefit of the of any neighbouring or adjoining property in which the Landlord has an interest during the term:

- 4.1.1 at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord has an interest during the term as the Landlord may think fit notwithstanding that the exercise of any of such Reservation or the works carried out pursuant to it result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

- ~~4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:~~

- ~~4.2.1 to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;~~

- ~~4.2.2 to carry out any works needed to remedy the breach set out in any notice served under clause 4.2.2 if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and~~

- ~~4.2.3 for any other purpose mentioned in or connected with:~~

~~(a) this lease;~~

~~(b) the Reservations; and~~

~~(c) the Landlord's interest in the Property and any neighbouring or adjoining property in which the Landlord has an interest during the term.~~

- ~~4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.~~

~~4.4 — No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:~~

~~4.4.1 — physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or~~

~~4.4.2 — any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.~~

5. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

6. LANDLORD COVENANTS

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

7. RE-ENTRY

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

7.1.1 any Rent ~~or any other sum reserved as rent due under this lease~~ is wholly or partly unpaid 21 days after becoming payable;

7.1.2 any breach of any condition of, or tenant covenant in, this lease.

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

7.3 Before commencing any proceedings for forfeiture of this lease, the Landlord shall:

7.3.1 give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received notice pursuant to paragraph ~~5.911-9~~ of Schedule 2; and

7.3.2 if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be

reasonable in view of the nature of the breach) to remedy the breach.

8. DESTRUCTION OF PROPERTY

~~8.1 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:~~

~~8.1.1 the Tenant's obligation to reinstate the Property contained in paragraph 4 of Schedule 2 or otherwise shall no longer apply;~~

~~8.1.2 the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 8.2; and~~

~~8.1.3 the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within [twenty] Working Days of the date of receipt of the proceeds of the insurance policy or within [ten] Working Days of the determination pursuant to clause 8.2, whichever is the later.~~

~~8.27.4 Any dispute arising regarding this clause 8 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.~~

9.8. LANDLORD'S CONSENT

~~9.18.1~~ Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

~~9.28.2~~ No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

10.9. JOINT AND SEVERAL LIABILITY

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

11 EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

The parties confirm that:

- 11.1 The Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease not less than 14 days before the date hereof;
- 11.2 On the ~~19 June 2014~~ a statutory declaration was made in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 11.3 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

12 ENTIRE AGREEMENT

- 12.1 This lease and any documents annexed to it constitute the entire agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 12.1 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) other than those contained in any written replies on behalf of the landlord given before the date of this lease.

13 NOTICES

- 13.1 A notice given under or in connection with this lease shall be:
 - 13.1.1 in writing and for the purposes of this clause a fax or an e-mail is not in writing;
 - 13.1.2 given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to the address given above or such other known address of the Landlord from time to time; or
 - 13.1.3 given to the Tenant by:
 - 13.1.3.1 leaving it at the Property; or
 - 13.1.3.2 sending it by prepaid first-class post or other next working day delivery service at the Property.

13.2 If a notice is given in accordance with clause 13.1, it shall be deemed to have been received:

13.2.1 if delivered by hand, at the time the notice is left at the proper address; or

13.2.2 if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.

13.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

14 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15 VAT

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

16 GOVERNING LAW

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17 JURISDICTION

Save for any dispute arising under clause [18](#), each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

In witness whereof this document has been executed as a deed and delivered on the date first stated above.

SCHEDULE 1 - The Property

The land known as land at Thompson Millennium Green shown edged red on the Plan including:

- 1.1 all Service Media within and exclusively serving the Property;
- 1.2 all additions and improvements to the Property whenever made.

SCHEDULE 2 - Tenant Covenants

1. RENT

To pay the Rent to the Landlord if demanded.

2. WORKS

~~The Tenant shall construct the Building on the Property in accordance with the Works Conditions to the reasonable satisfaction of the Council.~~

3. INSURANCE

~~3.1 To effect and maintain insurance of the Property including the Building following its completion with reputable insurers (but not so as to prejudice insurance in place pursuant to paragraph 4 of schedule 4) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the sum which the Tenant reasonably considers to be the full Reinstatement Cost subject to:~~

~~3.1.1 any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and~~

~~3.1.2 insurance being available on reasonable terms in the London insurance market.~~

~~3.2 In relation to any insurance effected by the Tenant under this paragraph:~~

~~3.2.1 at the request of the Landlord, to supply the Landlord with:~~

~~(a) a copy of the current insurance policy and schedule;~~

~~(b) a copy of the application form for the policy; and~~

~~(c) a copy of the receipt for the current year's premium.~~

~~3.2.2 to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;~~

~~3.2.3 if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.~~

~~3.3 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:~~

~~3.3.1 any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;~~

~~3.3.2 any damage or loss that relates to the Property; and~~

~~3.3.3 any other event occurs which might affect any insurance policy relating to the Property.~~

~~4. REBUILD FOLLOWING DAMAGE OR DESTRUCTION~~

~~4.1 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:~~

~~4.1.1 promptly notify the Landlord and make a claim under the insurance policy for the Property;~~

~~4.1.2 notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;~~

~~4.1.3 use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies;~~

~~4.1.4 promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;~~

~~4.1.5 subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:~~

~~(a) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.~~

~~(b) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.~~

~~5. INTEREST ON LATE PAYMENT~~

~~To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 30 days following the date it is due. Such interest shall accrue~~

~~on a daily basis for the period beginning on the due date and ending on the date of payment.~~

6.2. RATES AND TAXES

6.12.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

6.1.12.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

6.1.22.1.2 any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

6.22.2 Subject to the same qualifications mentioned in paragraph 2.1.16.1.1 and paragraph 2.1.26.1.2, to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

7.3. UTILITIES

7.13.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

~~7.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.~~

8.4. COSTS

8.14.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis incurred by the Landlord (both during and after the end of the term) in connection with or in contemplation of any of the following:

8.1.14.1.1 the enforcement of the tenant covenants of this lease;

8.1.24.1.2 preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; or

~~8.1.3 preparing and serving any notice under clause 4.2.2; or~~

8.1.44.1.3 any consent applied for under this lease, whether or not it is granted [(except to the extent that the consent is

unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent)].

9. ALTERATIONS

Except as provided in paragraph 4 of Schedule 2:

9.1 — ~~Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.~~

9.2 — ~~Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.~~

10.5. ASSIGNMENT AND UNDERLETTING

~~10.15.1~~ Not to assign or charge part only of this lease.

~~10.25.2~~ Not to assign the whole of this lease ~~during the last seven years of the term~~ without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

~~10.35.3~~ The Landlord and the Tenant agree that the Landlord may give its consent to an assignment subject to any reasonable condition.

~~10.45.4~~ Not to underlet the whole or any part of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

~~10.55.5~~ Not to charge the whole of this lease without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

~~10.65.6~~ The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the Landlord and Tenant Act 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

~~10.75.7~~ Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

~~10.85.8~~ In this clause a **Transaction** is any assignment, underletting, charge, parting with possession of or any other devolution of title to this lease or the Property.

~~10.95.9~~ No later than one month after a Transaction the Tenant shall:

~~10.9.15.9.1~~ give the Landlord's solicitors notice of the Transaction; [and]

~~10.9.25.9.2~~ deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

~~10.9.35.9.3~~ pay the Landlord's solicitors a reasonable registration fee of not less than £50 (plus VAT).

~~10.105.10~~ If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

11. REPAIR AND DECORATION

~~11.1 To keep the Property in good repair and condition throughout the term and, when necessary, renew and rebuild the Property.~~

~~11.2 To ensure that any Service Media and Lifts if any within and exclusively serving the Property are kept in good working order.~~

~~11.3 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the term.~~

~~11.4 As often as is reasonably necessary and in the last year of the term (howsoever determined), to decorate or treat as appropriate all parts of the exterior of the Property that are usually decorated, cleaned, painted or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the term to use materials, designs and colours approved by the Landlord provided that the Tenant will not be required to perform these obligations in the last year of the term if it has done so in the preceding 12 months.~~

12. LANDSCAPING

~~12.1 To maintain any landscaped and grassed areas of the Property and keep them in a neat and tidy condition and deal with any trees on the Property in accordance with the principles of good arboriculture.~~

13. REFUSE

~~13.1 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in a dustbin on the Property.~~

~~13.2 — To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.~~

14. SEWERS AND DRAINS

~~Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.~~

15. COMPLIANCE WITH LAWS AND NOTICES

~~15.1 — The Tenant shall comply with all laws relating to:~~

~~15.1.1 — the Property and the occupation and use of the Property by the Tenant;~~

~~15.1.2 — the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;~~

~~15.1.3 — any works carried out at the Property; and~~

~~15.1.4 — all materials kept at or disposed from the Property.~~

~~15.2 — Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.~~

~~15.3 — Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:~~

~~15.3.1 — send a copy of the relevant document to the Landlord; and~~

~~15.3.2 — take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.~~

~~15.4 — The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.~~

~~15.5 — The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.~~

~~15.6 — As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.~~

~~15.7 — To give the Landlord full particulars of any notice or proposal affecting any neighbouring property as soon as the Tenant is aware of it.~~

16. — ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

~~16.1 — If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:~~

~~16.1.1 — immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and~~

~~16.1.2 — do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.~~

~~16.2 — The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.~~

~~16.3 — The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.~~

~~16.4 — If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:~~

~~16.4.1 — immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and~~

~~16.4.2 — do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.~~

17. — NOTIFY DEFECTS

~~To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.~~

18. THIRD PARTY RIGHTS

- ~~18.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.~~
- ~~18.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.~~

19. REMEDY BREACHES

- ~~19.1 If the Landlord has given the Tenant notice under clause 4.2.2, of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.~~
- ~~19.25.11 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to clause 4.2.3 (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).~~

20.6. INDEMNITY

- ~~20.16.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:~~
- ~~20.1.16.1.1 any breach of any of the Tenant covenants of this lease; or~~
- ~~20.1.26.1.2 any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.~~

21. RETURNING THE PROPERTY TO THE LANDLORD

~~At the end of the term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.~~

22.7. USE

22.17.1 Not, without the consent of the Landlord, such consent not to be unreasonably withheld, to use the Property for any purpose other than for the Permitted Use.

22.27.2 Not to use the Property for any offensive, illegal or immoral purpose.

22.37.3 Not to do anything at the Property which may be or become a legal nuisance or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.

~~**22.4** — Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.~~

22.57.4 The Tenant shall within 21 days after receiving a written request from the Landlord, inform the Landlord in writing of the specific current use or uses to which the Property is put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put. The Landlord may request this information as often as is reasonable.

22.67.5 Within 21 days of the use or uses to which the Property or any part of it changing the Tenant shall inform the Landlord in writing of the specific use or uses to which the Property is being put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put.

22.77.6 The Tenant shall answer in writing, as soon as reasonably practicable, any reasonable written questions that the Landlord raises in respect of the use or uses to which the Property, or any part of it, is put.

SCHEDULE 3 - Landlord Covenants

1. QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

2. INSURANCE

- 2.1 ~~—— To immediately inform the Tenant and immediately inform the insurer of the Property of any matter that occurs in relation to the Landlord that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.~~
- 2.2 ~~—— Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.~~
- 2.3 ~~—— To comply with the requirements and recommendations of the insurers relating to the Property of which the Landlord has received details in writing.~~

SCHEDULE 4 – Works Conditions

In this schedule the following expressions have the following meanings:

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Building Contract: a building contract for the Tenant's Works to be entered into between the Tenant and the Building Contractor based on the [JCT Design and Build Contract, 2011 edition] or such other building contract with similar effect.

Building Contractor: Such suitably experienced and competent building contractor as may be appointed by the Tenant to carry out the Tenant's Works together with any replacement building contractor that may be appointed by the Tenant.

Collateral Warranties: deeds of collateral warranty from the Professional Team such deeds to be in the form approved by the Landlord such approval not to be unreasonably withheld or delayed.

Consents: planning permission building regulation approvals, by-law approvals, and any other consents, licences and authorisations required from any competent authority, statutory undertaker or person for the carrying out of the Tenant's Works.

Design Sub-Contractors: all sub-contractors of the Building Contractor having a design responsibility in relation to the Tenant's Works under the Building Contract.

Professional Team: the architect, supervising officer under the Building Contract, any mechanical and electrical engineer, quantity surveyor, structural engineer and any other specialist advisors or sub-consultants that may be appointed for the time being in connection with the design or management of the Tenant's Works.

1. TENANT'S WORKS

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1.1 The Tenant shall apply for and use best endeavours to obtain the Consents in respect of the Tenant's Works.

1.2 The Tenant shall use reasonable endeavours to procure that the Tenant's Works are carried out:

1.2.1 with due diligence and in a good and workmanlike manner;

1.2.2 using only good quality materials and well-maintained plant and equipment;

~~1.2.3~~ — in accordance with this agreement and the Consents;

~~1.2.4~~ — in accordance with all statutory or other legal requirements and the recommendations or requirements of the local authority or statutory undertakings;

~~1.2.5~~ — in compliance with all relevant British Standards, codes of practices and good building practice; and

~~1.2.6~~ — by selecting and using materials so as to avoid known hazards of practices to the health and safety of any person and to ensure the long term integrity of the Property and the Landlord's Property

~~2. PROFESSIONAL TEAM~~

The Tenant shall take (or in the case of a substitute member of the Professional Team shall take) all reasonable steps to be reasonably satisfied that each member of the Professional Team is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.

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~~3. BUILDING CONTRACT~~

The Tenant shall take (and in the case of a substitute Building Contractor shall take), all reasonable steps to be satisfied that the Building Contractor is suitable and competent having regard to its responsibilities in relation to the Development and the Building Contract.

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~~4. INSURANCE~~

~~4.1~~ From the date hereof until the date that the Tenants Works are practically complete the Tenant shall insure or shall procure that the Building Contractor insures, the Tenant's Works, the Property and all plant and unfixed materials and goods delivered to or placed on or adjacent to the Property and intended for incorporation in the Tenant's Works against all perils resulting in loss or damage thereto on customary contractors' all risks terms:

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— ~~4.1.1.~~ in the joint names of the Landlord and the Tenant; and

— ~~4.1.2.~~ for not less than their full reinstatement value (taking into account the progress of the Tenant's Works) together with all site clearance and professional fees incurred in connection with such reinstatement;

~~4.2~~ In the event of any loss or damage occurring before the Practical Completion Date to the Tenant's Works, the Property, plant, materials or goods so insured, the Tenant shall procure that their reinstatement or replacement is carried out diligently and with all reasonable speed. The Tenant shall apply the proceeds of the

~~insurance towards such reinstatement or replacement and shall make good any deficiency out of the Tenant's own funds.~~

~~4.3 The Tenant shall maintain, or procure that the Building Contractor maintains, insurance in respect of injury to or death of any person or loss or damage to any real or personal property for an indemnity of not less than £5,000,000.00 for any one occurrence or series of occurrence arising out of the same event. Such insurance shall be maintained from the commencement of the Tenant's Works until any defects in the Tenants Works are all rectified in accordance with the Building Contract.~~

~~4.4 The Tenant shall require the Building Contractor, each member of the Professional Team and each Design Sub-Contractor, as a condition of its appointment or contract, to maintain professional indemnity insurance cover with a reputable insurer for an amount not less than £1,000,000.00. The insurance cover must be maintained for a minimum of 12 years following the Practical Completion Date, provided that the insurance is available at commercially reasonable rates and terms.~~

~~4.5 The Landlord and the Tenant mutually agree not knowingly to do or permit anything to be done that may render any insurance policy void or voidable.~~

5. WARRANTIES

~~The Tenant shall use best endeavours to procure the grant of the Collateral Warranties in favour of the Landlord as soon as reasonably practicable and in any event on or before the date on which the Lease is completed.~~

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Executed as a deed by
[**LANDLORD**] acting by [**NAME OF
DIRECTOR**], a director, in the
presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS AND
OCCUPATION OF WITNESS]

Executed as a deed by
[**TENANT**] acting by [**NAME
OF DIRECTOR**], a director, in
the presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS AND
OCCUPATION OF WITNESS]