DATED **2027**

LEASE

relating to

RUSH GREEN BOWL, RUSH GREEN ROAD,
CLACTON-ON-SEA,
ESSEX

made

BETWEEN

(1) TENDRING DISTRICT COUNCIL

AND

(2) TBA

SAMPLE

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SCHEDULE

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LR1. Date of Lease	**2021**
LR2. Title number(s)	**LR2.1 Landlord's title number(s)** **EX814503** **LR2.2 Other title numbers**
LR3. Parties to this lease	**Landlord** Tendring District Council Town Hall, Station Road CLACTON-ON-SEA ESSEX CO15 1SE **Tenant** TBA **Other parties**
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. The land, premises and buildings situate at and known as Rush Green Bowl, Rush Green Road, Clacton-on-Sea, Essex as shown edged red on the plan attached 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. Not applicable. ***LR5.2 This lease is made under, or by reference to, provisions of:*** None. Not applicable.
LR6. Term for which the Property is leased	The term as specified in this lease at clause 1.1 which defines the "Contractual Term".
LR7. Premium	NIL
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**

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	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 set out in clause 3 of this lease. **LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property** The easements as specified in clause 4 of 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	TBA

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THIS LEASE is dated 2027

PARTIES

(1) **TENDRING DISTRICT COUNCIL** of Town Hall, Station Road, Clacton-on-Sea, Essex CO15 1SE (**Landlord**).

(2) **TBA** (**Tenant**).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

(a) the taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or

(b) the making of an application for an administration order or the making of an administration order in relation to the Tenant; or

(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant; or

(d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant; or

(e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or

(f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant; or

(g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck off; or

(h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or

(i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

Annual Rent: Rent at a rate of

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TBA

and then an annual rent as revised pursuant to this lease.

Communications Site: that part of the Landlord's Neighbouring Property shown edged blue on the Plan.

Contractual Term: a term of TBA years commencing from TBA 2027

CDM Regulations: the Construction (Design and Management) Regulations 2015.

Default Interest Rate: four percentage (4%) points above the Interest Rate.

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

(a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,

(b) loss of Annual Rent of the Property for three years, and

(c) any insurance premium tax payable on the above.

Insured Risks: fire, lightning, explosion, aircraft, riot, civil commotion, malicious persons, earthquake, subterranean fire, storm, flood, escape of water, impact own vehicle and any other risks which the Landlord decides to insure against from time to time by notice and **Insured Risk** means any one of the Insured Risks.

Interest Rate: interest at the base rate from time to time of Barclays Bank Plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required for the Permitted Use.

Permitted Use: Football club and training facilities, retail of club merchandise, preparation and service of hot and cold food and beverages including alcohol provided the necessary licences have first been obtained as permitted by Class D2 under Use Classes Order only for activities proposed by the Tenant under this lease within the Class E(a) and E(b) and Class F2(c) of the Town and Country Planning (Use Classes) Order 1987 (as it is applied in England at the date this lease was granted) – **To be amended in accordance with the tender submission**

SAMPLE

Plan: means the plan annexed to this Lease.

Planning Acts: means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all rules regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990 or any statutory modification or re-enactment for the time being in force.

Planning Permission: means permission given under the Planning Acts to carry out development.

Property: The land, premises and buildings situate at and known as Rush Green Bowl, Rush Green Road, Clacton-on-Sea, Essex as shown edged red on the Plan.

Property Renovation Works: the works set out in the Schedule to this Lease.

Rent Payment Dates: 1 January, 1 April, 1 July and 1 October.

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

Review Date: TBA.

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

Third Party Rights: all rights, covenants, and restrictions affecting the Property including the matters referred to at the date of this lease in the registers of title to title number EX814503 and any rights granted in an underlease dated 20 October 2011 made between (1) Total Project (Clacton) Limited and (2) Telefonica UK Limited.

VAT: value added tax chargeable under the VATA 1994 or any similar replacement or additional tax.

VATA 1994: Value Added Tax Act 1994.

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, approval 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 its successors in title and assigns.

1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

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1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.7 A reference to the **term** is to the Contractual Term.

1.8 A reference to the **end of the term** is to the end of the term however it ends.

1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.

1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.

1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.14 Unless the context otherwise requires, where the words include(s) or including are used in this lease, they are deemed to have the words "without limitation" following them.

1.15 A person includes a natural person, corporate or unincorporated body.

1.16 References to writing and written do not include faxes or email.

1.17 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of the relevant Schedule.

1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

1.19 Unless the context otherwise requires, a reference to one gender, shall include a reference to the other genders.

1.20 Unless the context otherwise requires words in the singular shall include the plural and in the plural include the singular.

2. GRANT

2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.

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2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

(a) the Annual Rent and all VAT in respect of it,

(b) the Insurance Rent;

(c) all interest payable under this lease; and

(d) all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 Except as mentioned in clause 3.2 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.

3.2 The Landlord grants the Tenant the following rights (the **Rights**):

3.2.1 A right with or without vehicles to pass and repass over and along the land shown coloured brown on the annexed plan for the purposes of gaining access to and egress from the Property and the car park referred to below only;

3.2.2 a right with or without vehicles to pass and repass over and along the land shown coloured green on the annexed plan for the purposes of gaining access to and egress from the Property in emergencies only known as emergency access;

3.2.3 a right in connection with the use of the Property only to park on a first come first served basis in the car park shown coloured blue on the annexed plan; and

3.2.4 a right to use the Service Media situated in on over or under the Landlord's Neighbouring Property which serve the Property at the date of this Lease

PROVIDED ALWAYS that the Rights granted above are non-exclusive and are subject to and in common with the Landlord and any others having the same or any similar rights

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

(a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

(b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;

(c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

SAMPLE

(d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

(e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

(f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property;

(g) the right of access on foot or with or without vehicles plant and machinery at all times from the public highway to and from the Communications Site along the access route shown for identification purposes hatched pink on the Plan or such other route as shall be reasonably determined by the Tenant from time to time to the Communications Site SUBJECT TO the Landlord or its tenant making good to the reasonable satisfaction of the Tenant as soon as reasonably practicable all damage thereby caused and the persons exercising such right complying with reasonable security procedures required by the Tenant and previously notified in writing to the Landlord;

(h) the right to temporarily stand a motor vehicle on the Property in a convenient position for all purposes in connection with the use of the Communications Site and the exercise of the rights reserved in this clause 4.1, subject to the Landlord or its tenant making good to the reasonable satisfaction of the Tenant as soon as reasonably practicable all damage thereby caused and the persons exercising such right complying with reasonable security procedures required by the Tenant and previously notified in writing to the Landlord;

(i) the right to

(i) either connect into and use the Tenant's own electricity supply and to run maintain use repair renew connections from that supply on over, under or through the Property and the Communications Site consumed; and

(ii) run maintain repair renew upgrade and use a separately metered electricity supply from the local electricity supplier on, over, under or through the Property to the Communications Site;

(j) The right to install a checkmeter on the Property or in the event of such checkmeter being already installed to retain such checkmeter in that location; and

(k) If required under a condition attached to any planning permission the Landlord or its tenant received or receives concerning the Communications Site, the Landlord or its tenant may undertake a planting scheme around the perimeter of the Communications Site and, if necessary, on the part of the Property which adjoins the Communications Site

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them 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:

(a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

(b) for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

SAMPLE

(iii) the Landlord's interest in the Property.

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 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours use and enjoyment of the Property for the Permitted Use) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

4.5 No party lawfully 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:

(a) physical damage to the Property; or
(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

4.6 The Tenant shall provide to the Landlord information reasonably required for consideration of rent review and calculation of insurance valuations at no cost to the Landlord

5. THIRD PARTY RIGHTS

5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments in advance on the Rent Payment Dates. The payments shall be made by direct debit or by any other method that the Landlord requires at any time by giving notice to the Tenant.

6.2 At the date of entering into this lease, the Landlord has not elected to charge VAT on the Annual Rent but reserves the right to do so if so required by HMRC or for any other reason the Landlord considers appropriate.

7. REVIEW OF THE ANNUAL RENT

7.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7.

7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:

SAMPLE

(a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;

(b) the open market rent agreed or determined pursuant to this clause.

7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

(a) in the open market;

(b) at the relevant Review Date;

(c) on the assumptions listed in clause 7.5; and

(d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

(a) the Property is available to let in the open market:
  (i) by a willing lessor to a willing lessee;
  (ii) as a whole;
  (iii) with vacant possession;
  (iv) without a fine or a premium;
  (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of five years commencing on the relevant Review Date, if longer; and
  (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;

(b) the willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

(c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;

(d) the Landlord and the Tenant have fully complied with their obligations in this lease;

(e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;

(f) no work has been carried out on the Property that has diminished its rental value;

(g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and

(h) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.

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7.6 The matters to be disregarded are:

(a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;

(b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;

(c) any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);

(d) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and

(e) any statutory restriction on rents or the right to recover them.

7.7 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.

7.9 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.

7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.

7.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

(a) the other party may pay instead; and

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(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:

(a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and

(b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

7.13 Time shall not be of the essence for the purposes of this clause.

7.14 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

8. INSURANCE – LIKELY THIS WILL CHANGE TO THE BUILDING BEING INSURED BY THE LANDLORD AND THE PREMIUM CHARGED BACK TO THE TENANT – CONTENTS, EMPLOYERS, PUBLIC LIABILITY AND ANY OTHER RELEVANT INSURANCES WILL BE THE RESPONSIBILITY OF THE TENANT

8.1 The Tenant shall insure the Property and all additions to it and the Tenant's contents at the Property under a policy which satisfies the conditions set out below:

(i) the insured person is the Tenant

(ii) the Landlord's interest is noted on the policy

(iii) cover is provided against the Insured Risks so far as that cover is generally available for the type of Property and any other risks which the Tenant from time to time reasonably considers should be covered or the Tenant from time to time wish to be covered providing that such risks are commonly available to be insured against at no unusually high premium

(iv) the sum insured is at least the full rebuilding cost of the Property and any additions to it which should be insured plus an appropriate percentage for professional fees

(v) the policy is issued by a reputable insurance office

8.2 The Tenant will supply to the Landlord within ten working days of the Landlords written request but not more than once in a twelve month period the insurance policy covering the

SAMPLE

Property and the receipt for the last premium or evidence from the insurers of the terms of the policy and that it is in force and to give the Landlord a copy of every endorsement varying the terms of the policy

8.3 The Tenant shall ensure that he has his own Public Liability Insurance policy in place with an indemnity limit not less than £10million.The Tenant will provide to the Landlord evidence of insurance including of premium paid if requested by the Landlord at no cost to the Landlord.

8.4 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for use, then save to the extent that the policy of insurance in relation to the Property has been vitiated in whole or in part in consequence of any act or omission of the Tenant or any other person on the Property with the actual or implied authority of the Tenant, payment of the Annual rent shall be suspended until the Property has been reinstated and made operational, or until the end of three years from the date of damage or destruction, if sooner.

8.5 Provided that the Tenant has complied with its obligations in this clause 8, the Tenant or the Landlord may terminate this lease by giving notice to the other party if, following damage or destruction by an Insured Risk, the Property have not been reinstated so as to be fit for use within three years after the date or damage or destruction. On giving this notice, this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of any breach of the covenants of this lease by the other. Any proceeds of the insurance shall belong to the Tenant.

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

9. RATES AND TAXES

9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

(b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

9.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

9.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.

9.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

SAMPLE

10. UTILITIES AND ELECTRICAL WIRING AND EQUIPMENT

10.1 Subject to clause 10.2 below the Tenant shall 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.

10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.

10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10.4 The Tenant shall ensure that all fixed electrical installations and gas installations are tested by a suitably qualified professional every five years and on termination of the Contractual Term.

10.5 The Tenant shall ensure that all gas and electrical appliances and portable equipment are kept and maintained in accordance with the current British Standard and any defects and deficiencies noted with such appliance and equipment immediately repaired.

10.6 The Tenant will provide copies of inspection certificates for any of the inspections required by this clause 10 to the Landlord on request and free of charge.

10.7 Without detracting from the above provisions of this clause 10, the Tenant shall ensure that any electrical testing, inspections or works carried out at the Property are carried out by a duly qualified electrician as required by all laws and good practice and will produce to the Landlord on request and free of charge at the end of this lease (however it ends) all applicable certificates from a duly qualified electrician to prove that the requirements of this clause have been complied with.

11. COMMON ITEMS

11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA1994.

SAMPLE

13. DEFAULT INTEREST AND INTEREST

13.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.

13.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) 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;

(c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this lease; or

(e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

14.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14.3 The Tenant will pay a contribution towards the Landlord's reasonable costs of (excluding VAT) in relation to the preparation of this lease.

15. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

SAMPLE

17. REGISTRATION OF THIS LEASE

17.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17.2 The Tenant shall not:

(a) apply to HM Land Registry to designate this lease as an exempt information document;

(b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or

(c) apply for an official copy of any exempt information document version of this lease.

18. ASSIGNMENTS

18.1 The Tenant shall not assign the whole of this lease without prior consent of the Landlord

18.2 The Tenant shall not assign part only of this lease.

18.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

(a) the Annual Rent or any other money due under this lease is outstanding or there has been a breach of covenant by the Tenant that has not been remedied;

(b) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in the lease; or

© the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

(d) In the Landlord's reasonable opinion the Property is not in the state of repair required by this lease (disregarding minor matters which would normally be rectified by routine maintenance

18.4 As a condition of giving consent to an assignment the Landlord may require that the Tenant enters into an agreement guaranteeing that the assignee will perform all the Tenant's covenants in this Lease and under which the Tenant:

(b) is liable as sole principal debtor and is not released if the Landlord gives the assignee additional time to comply with any obligation in this lease or does not insist upon its strict terms; and

SAMPLE

(c) will if this Lease is disclaimed and the Landlord requires accept a new tenancy of the Property for a term expiring at the end of the lease period on the terms of this Lease as they apply when it was disclaimed

18.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

19. UNDERLETTINGS,

The Tenant shall not underlet the whole nor any part of the Property

20. SHARING OCCUPATION AND CHARGING

20.1 The Tenant shall not share occupation of nor part with possession of the whole or any part of the Property nor permit another to occupy the whole or any part of the Property.

20.2 The Tenant shall not charge the whole nor any part of this lease.

21. PROHIBITION OF OTHER DEALINGS

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).

22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

22.1 In this clause a **Transaction** is:

(a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

(b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or

(c) the making of any other arrangement for the occupation of the Property.

PROVIDED THAT this clause shall not detract in any way from clause 19 above.

22.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

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

SAMPLE

(a) give the Landlord's solicitors notice of the Transaction;

(b) deliver two certified copies of any document affecting the Transaction to the Landlord's solicitors; and

(c) pay the Landlord's solicitors reasonable registration fee (plus VAT if applicable).

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

23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

24. REPAIRS

24.1 The Tenant shall keep the Property clean and tidy and put and keep the Property in good and substantial repair and condition.

24.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them.

24.3 Notwithstanding the generality of clauses 24.1 and 25.1 to 25.3 (inclusive) the Tenant shall subject to clause 24.4 obtain any Necessary Consents to carry out the Property Renovation Works and shall carry out the said Property Renovation Works within the timeframes set out in the Schedule and to the Landlord’s reasonable satisfaction

24.4 Prior to commencing the works shown highlighted yellow in the Schedule the Tenant shall supply to the Landlord detailed specifications and plans and enter into a formal Licence for Works in a form reasonably required by the Landlord.

25. DECORATION

25.1 The Tenant shall decorate the outside Property as often as is reasonably necessary and also (in any event) every 3 years and in the last three months of the term

25.2 The Tenant shall decorate the inside of the Property every 5 years or as often as is reasonably necessary and in the last three months of the term.

25.3 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

25.4 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

SAMPLE

26. ALTERATIONS

26.1 Subject to clause 24.3 the Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

26.2 The Tenant shall not install any Service Media on or in the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26.4 The Tenant shall not install any aerials without the consent of the Landlord.

27. PLANNING ACTS

27.1 The Tenant shall comply with the Planning Acts as they apply to the Property.

27.2 The Tenant shall not carry out any development on the Property which requires planning permission.

27.3 The Tenant shall allow the Landlord to enter the Property to comply with any lawful requirement under the Planning Acts, even if that restricts the enjoyment of the Property.

28. SIGNS

28.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.

28.2 The Tenant shall not display on or in the Property without the prior express written consent of the Landlord.

28.3 The Tenant shall ensure that any Sign displayed in accordance with this is not capable of causing offence to the Landlord or any reasonable member of the public.

28.4 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

28.5 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

28.8 The Landlord has the right to remove from the Property any sign attached to the Property in breach of the provisions of this clause 28.

29. RETURNING THE PROPERTY TO THE LANDLORD

29.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

SAMPLE

29.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

29.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten (10) working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

29.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay to the Landlord an amount equal to the Annual Rent such amount to accrue and be apportioned on a daily basis for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

30. USE

30.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

30.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

30.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

31. BREAK CLAUSE

TBA

32. COMPLIANCE WITH LAWS

32.1 The Tenant shall comply with all laws relating to:

(a) the Property and the occupation and use of the Property by the Tenant;

(b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used and 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;

(c) any works carried out at the Property;

(d) any Services provided at or from the Property; and

(e) all materials kept at or disposed from the Property.

32.2 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.

SAMPLE

32.3 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:

(a) send a copy of the relevant document to the Landlord; and

(b) 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.

32.4 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.

32.5 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.

32.6 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.

32.7 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

33. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

33.1 The Tenant shall not grant any right or licence over the Property to a third party.

33.2 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:

(a) immediately inform and give the Landlord notice of that encroachment or action; and

(b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

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

33.4 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.

33.5 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:

(a) immediately inform and give notice to notify the Landlord of that action; and

(b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

SAMPLE

34. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

34.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

34.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

34.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

34.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

35. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), 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 any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

36. LANDLORD'S COVENANT FOR 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.

37. RE-ENTRY AND FORFEITURE

37.1 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:

(a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

(b) any breach of any condition of, or tenant covenant, in this lease;

(c) an Act of Insolvency.

37.2 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.

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38. LIABILITY

38.1 At any time when the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

38.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of that failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

39. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS

39.1 This lease and any 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.

39.2 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 representation or warranty (whether made innocently or negligently) before the date of this lease.

39.3 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.

39.4 Nothing in this clause shall limit or exclude any liability for fraud.

40. NOTICES, CONSENTS AND APPROVALS

40.1 A notice given under or in connection with this lease shall be:

(a) in writing unless this lease expressly states otherwise, and for the purposes of this clause an e-mail or a fax is not in writing;

(b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.

40.2 If a notice is given in accordance with clause 40.1, it shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service on the second working day after posting.

40.3 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.

SAMPLE

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

40.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

(a) it is given in writing and signed by a person duly authorised on behalf or the Landlord; and

(b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

40.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

(a) the approval is being given in a case of emergency; or

(b) this lease expressly states that the approval need not be in writing.

40.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

41. GOVERNING LAW AND JURISDICTION

41.1 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.

41.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

SAMPLE

SCHEDULE
PROPERTY RENOVATION WORKS

TBA

SAMPLE

Executed as a Deed by affixing the

COMMON SEAL of

TENDRING DISTRICT COUNCIL

in the presence of:

Senior Solicitor

Signed by

in the presence of:- …….....

Signature of Party

Witness signature……..

Witness full names……....

Witness address……

……..…

Witness occupation……

SAMPLE

Signed by

in the presence of:- …….....

Signature of Party

Witness signature……..

Witness full names……....

Witness address……

……..…

Witness occupation……

SAMPLE