

Dated

2025

Honiton Town Council (1)

-and-

Honiton Community Complex (2)

LEASE

relating to

The Beehive, Dowell Street, Honiton EX14 1LZ

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

DN349527

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

HONITON TOWN COUNCIL of The Beehive, Dowell Street, Honiton, Devon EX14 1LZ

Tenant

HONITON COMMUNITY COMPLEX incorporated and registered in England and Wales with company number 08409289 (charity number 1162412) whose registered office is at The Beehive, Dowell Street, Honiton, Devon EX14 1LZ

Other parties

Guarantor

None

LR4. Property

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

See the definition of "Property" in clause 1.1 of this lease.

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.

See clause 43 of this lease.

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

None.

LR6. Term for which the Property is leased

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

The easements as specified 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

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

"No disposition by the proprietor to the registered estate to which section 117-121 or 124 Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(3) or 125(2) of that Act as appropriate".

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

None.

DATE

2025

PARTIES

- (1) **HONITON TOWN COUNCIL** of The Beehive, Dowell Street, Honiton, Devon EX14 1LZ (the "Landlord"); and
- (2) **HONITON COMMUNITY COMPLEX** incorporated and registered in England and Wales with company number 08409289 (charity number 1162412) whose registered office is at The Beehive, Dowell Street, Honiton, Devon EX14 1LZ (the "Tenant").

AGREED TERMS

1 Definitions and Interpretation

- 1.1 The following definitions and rules of interpretation apply in 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 any guarantor, or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; 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 any guarantor, or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or Income of the Tenant or any guarantor, or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, 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 any guarantor; or
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off, or

- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

Annual Rent: £1,250 per annum. (subject to review as provided in clause 46)

Bin Store: the area on the Landlord's Neighbouring Property shown edged green on Plan 1 or such other suitable area thereon as the Landlord shall from time to time reasonably designate.

Building: the building known as The Beehive, Dowell Street, Honiton EX14 1LZ and situated on the Property.

Car Park: the land shown edged Blue on Plan 1.

Chattels: all furniture, white goods, lighting and sound equipment, televisions, computers, blinds, curtains and any other chattels which having been purchased by the Landlord for use at the Property by the Tenant are within the Property at the date of this lease or are from time to time provided by the Landlord or by the Tenant to replace the chattels previously purchased or provided by the Landlord.

Contractual Term: a term of Thirty (30) years from and including 11th September 2025 until and including 10th September 2055

CDM Regulations: the Construction (Design and Management) Regulations 2007 (SI/2007/320).

Default Interest Rate: 4 per cent per annum above the Interest Rate.

Improvement: An alteration extension or addition to the Building carried out by the Tenant at its own cost (or with a grant received by the Tenant from a donor for that purpose) to Improve the usefulness convenience or capacity of the Building for its Permitted Use and/or to enhance the ability of the Tenant to discharge its charitable objects and/or to remedy an Inherent Defect

Inherent Defects: any defect in the Property or the Building or in anything installed in or on the Property or the Building which is attributable to:

- (a) defective design;
- (b) defective workmanship or materials;
- (c) defective supervision of the construction of or the installation of anything in or on the Property or the Building; or
- (d) defective preparation of the site upon which the Property or the Building are constructed.

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 and the Chattels; and
- (b) any Insurance premium tax payable on the above.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord reasonably decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

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

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Dowell Street car park and being the freehold land (other than the Property) registered at HM Land Registry with title number DN349527 and shown edged blue on Plan 1.

LTA 1954: Landlord and Tenant Act 1954.

Offices: the three rooms forming offices on the first floor of the Building shown edged blue on Plan 2 (the Blue Area) bounded by and including:

- (a) the floor screed;
- (b) the interior plaster finish on the ceiling;
- (c) the interior finishes of all exterior or load-bearing walls and pillars;
- (d) subject to paragraph (e) the walls, pillars, doors, and windows insofar as they do not form part of the main structural parts of the Building;
- (e) one half of the thickness of the interior, non-structural or load-bearing walls that adjoin any other part of the Building; and
- (f) all Service Media within the Blue Area which exclusively serve the Blue Area;

but excluding:

- (g) the structural, external and load bearing parts of the Building including the foundations and roof and all exterior or load bearing or structural walls, pillars, beams, joists, ceilings, floors, structural floor slabs and ramps;
- (h) the doors in all exterior or load bearing or structural walls, and their frames, fittings and sills; and

- (i) all Service Media within the Blue Area which do not exclusively serve the Blue Area.

Office Proportion: 10 per cent.

Permitted Use: a community centre providing a community venue principally for the benefit of the populations of Honiton Devon and East Devon ; a Tourist Information Centre and such other uses as are permitted by the Landlord and are in accordance with the charitable Objects of the Tenant

Plan 1: the plan attached to this lease labelled "Plan 1".

Plan 2: the plan attached to this lease labelled "Plan 2".

Property: the land and building at The Beehive, Dowell Street, Honiton EX14 1LZ shown edged red on Plan 1 and forming part of the freehold land registered at the Land Registry under title number DN349527, less the Offices.

Rent Review dates : 11th September in the years 2030,2035,2040,2045,and 2050

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

Service Area: the paved area at the rear of the Beehive intended for parking vehicles loading and unloading goods shown edged and hatched green on Plan 1.

Service Level Agreement: the agreement dated on or around the date of this lease between the Landlord and the Tenant containing obligations on the Tenant in respect of the management of the Property and the provision of services for the Building as varied from time to time by the agreement of the parties in writing.

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.

Staff: those persons directly employed by the Tenant to deliver or administer delivery of the Tenant's Services (whether employed full or part time or volunteers and whether based at the Property or not).

Tenant's Services: the services listed in clause 22.1 and clause 22.2.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and charges register of title number DN349527.

Trading Subsidiary: a trading company limited by shares wholly owned and controlled by the Tenant

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

VATA 1994: Value Added Tax Act 1994.

Works: the works described in the Building Contract.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of the 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. A reference to a guarantor is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined by the Landlord (acting reasonably).
- 1.5 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 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 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6.
- 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 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.
- 1.12 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.
- 1.13 Any obligation 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.
- 1.14 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

- 1.15 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to writing or written does not include fax or email.
- 1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.18 Clause, Schedule and paragraph headings shall 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.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 3.1, 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;
 - (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 The Landlord grants the Tenant the following rights (the Rights);
- (a) the right to use the external paved areas, footpaths and accessways on the Landlord's Neighbouring Property and from time to time reasonably designated by the Landlord for the purposes of access to and egress from the Property with or without vehicles, the Car Park and the Bin Store;
 - (b) until such time as the Car Park becomes a public car park:

- i. the right to use such parts of the Car Park as shall from time to time reasonably be designated by the Landlord (the "Temporary Parking Area") for the purposes of parking motor vehicles on such terms as the Landlord shall specify from time to time;
- ii. the right of access with or without vehicles over such route within the Car Park (connecting the public highway to the Temporary Parking Area and the Service Area) as shall from time to time be reasonably designated by the Landlord for the purposes of access to and egress from the Temporary Parking Area and the Service Area; and
- iii. the right of access on foot only over such route within the Car Park (connecting the Temporary Parking Area to the Property) as shall from time to time be reasonably designated by the Landlord for the purposes of access to and egress from the Property;

Provided always that the rights over the Car Park granted in this Subclause (b) shall continue to apply to any part of the Car Park that does not become a public car park and that the Landlord will not at any time obstruct nor permit the obstruction of the Tenant's vehicular full and free access between Dowell Street and the Service Area (save for such temporary obstructions as is reasonably necessary in respect for any works carried out at the Car Park);

- (c) the right to use the Bin Store;
 - (d) the right to use any Service Media at the Landlord's Neighbouring Property that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed in the future; and
 - (e) the right to enter the Landlord's Neighbouring Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Property and the Landlord's Neighbouring Property and the Tenant shall not knowingly do anything that may interfere with any Third Party Right.
- 3.4 In relation to the Rights mentioned in clause 3.1(a), the Landlord may, at its discretion, re-route or replace over the Landlord's Neighbouring Property any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.5 In exercising the Right mentioned in clause 3.1(a), the Tenant shall cause as little Inconvenience and damage to the Landlord's Neighbouring Property and the users and occupiers of the Landlord's Neighbouring Property as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Landlord's Neighbouring Property by reason of the Tenant exercising that Right.

- 3.6 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property or any neighbouring property nor is to be taken to show that the Tenant may have any right over the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.7 In designating access routes and the Temporary Parking Area contained in this lease the Landlord shall have regard to the operational needs of the Beehive Including but not limited to unrestricted access to the Service Area. Such designations shall be made without delay when circumstances require in order to ensure continuous enjoyment by the Tenant of the rights herein granted.

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 Offices and 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 the date of this lease;
 - (b) the right to use and to connect into Service Media at the Property that serve (but do not form part of) the Offices or the Landlord's Neighbouring Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
 - (c) the right to use the hallways, corridors, stairways, lifts and landings of the Property and external footpaths and accessways of the Property from time to time reasonably designated by the Tenant for the purposes of access to and egress from the Offices, the lavatories, washrooms, kitchens, waiting areal rooms and reception referred to in clause 4.1(d) and the rooms referred to at clause 4.1(e);
 - (d) the right to use the lavatories, washrooms, kitchens and waiting area adjoining the Offices on the first floor of the Building and the waiting rooms / reception on the ground floor of the Building;
 - (e) the right for the use of other available meeting and function rooms in the Building for meetings up to five times in any one (1) calendar month by prior agreement with the Tenant at a reasonable charge of no more than £50 per three hour booking in the first three (3) years of the Contractual Term and thereafter at a rate to be agreed between the parties (acting reasonably);
 - (f) the right to display the name and logo of the Landlord on a sign or noticeboard provided by the Tenant in the entrance hall of the Building and/or outside the Property and at the entrance to the Offices, in each case in a form and manner approved by the Tenant (which approval shall not be unreasonably withheld or delayed);

- (g) the right to enter any part of the Property so far as is reasonably necessary to carry out any works to the Offices or the Property required or permitted by this lease
- (h) 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,
- (i) 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;
- (j) the right to build on or into any boundary wall of the Offices or the Property In connection with any of the Reservations;
- (k) the right to re-route any Service Media at or serving the Offices or the Property or re-route any means of access to or egress from the Offices or the Property, and
- (l) the right to enter and use the Property as a refuge centre in times of emergency.

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
 - 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) 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 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

where such loss, damage, injury, nuisance or inconvenience is caused as a result of negligence on the part of the Landlord or anyone authorised on behalf of the Landlord or as a result of a breach of any of the Landlord's covenants contained in this lease.

- 4.6 In exercising the rights of entry to carry out works on the Property herein reserved the Landlord (or those exercising the rights with its authority) shall cause as little damage and Inconvenience to the Tenant and occupiers of the Property as reasonably practicable and shall as soon as reasonably practicable make good to the reasonable satisfaction of the Tenant any damage caused to the Property by reason of the Landlord exercising those rights.

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 thereon by equal monthly instalments in advance on the 1st day of every calendar month.. The payments shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this Lease.

7 Insurance

- 7.1 Subject to clause 7.2, the Landlord shall keep the Building (other than any plate glass at the Building) insured against loss or damage by the Insured Risks for the sum which the Landlord reasonably considers having taken (should the Tenant so reasonably require) professional valuation advice to be its full reinstatement cost (taking inflation of building costs into account) and the Chattels insured against appropriate risks on a new for old basis where reasonably available. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 7.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord

Provided That the Landlord will notify the Tenant of any such circumstances as are listed in (a) above, and of Insurance not being available as mentioned in (b) above, as soon as reasonably practicable and shall not unreasonably withhold or delay its consent the Tenant effecting its own insurance of the Building or Chattels during such time as the Landlord Is unable to effect the insurance required by this lease.

7.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

7.4 Subject to the Landlord having provided the Tenant with a copy of the insurance policy from time to time and notifying the Insurer(s) of the Tenant's interest in the Property, the Tenant shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property,
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass at the Property), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord Provided That this clause shall not apply to insurance of any part of the Property that the Landlord refuses under clause 7.1 above to Insure, to Insurance by the Tenant of Its own chattels, fixtures or fittings at the Property, and to insurance by the Tenant against third party and public liability risks in relation to the Property; and

- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
 - (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent, or
 - (c) repair or rebuild the Property after a notice has been served pursuant to clause 7.6.
- 7.6 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the either party in respect of any breach by the other of the covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass or mentioned in the proviso to clause 7.4 (e) above) shall belong to the Landlord
- 7.7 The Tenant shall effect public liability insurance in a sum of not less than £5 million and shall produce a copy of the policy and evidence of the payment of the premium when required by the Landlord
- 7.8 The Tenant shall insure the fixtures and fittings and the Chattels against loss and damage in the full reinstatement value and shall pay the premium thereon as and when due

8 Rates and taxes

- 8.1 The Tenant shall 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, 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.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

8.3 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.

8.4 If, after the end of the Contractual 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 except to the extent that the Landlord can recover the same from a successor tenant.

9 Utilities

9.1 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.

9.2 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.

9.3 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 Common Items

10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable 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.

10.2 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.

11 VAT

11.1 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.

11.2 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 Value Added Tax Act 1994.

12 Default interest and interest

12.1 If any 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 on that amount at the Default Interest Rate (both before and after any judgment). Such

interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

- 12.2 If the Landlord does not demand or accept any 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.

13 Costs

- 13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses reasonably 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 or delayed by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

- 13.2 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 Set-off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

15 Assignments

The Tenant shall not assign the whole or any part of this lease.

16 Underlettings

- 16.1 The Tenant shall not assign underlet or part with possession of the whole or any part of the Property.

17 Charging

- 17.1 The Tenant shall not charge the whole of this lease
- 17.2 The Tenant shall not charge part only of this lease.

18 Prohibition of other dealings

- 18.1 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).
- 18.2 The Tenant may by licence in writing and with the consent of the Landlord (which shall not be unreasonably withheld) share or part with possession or occupation of part only of the Property to a Trading Subsidiary and such licence shall be a Transaction for the purposes of Clause 19 Provided That no relationship of landlord and tenant is established by that arrangement.

19 Registration and notification of dealings and occupation

- 19.1 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 making of any other arrangement for the occupation of the Property.
- 19.2 No later than one (1) month after a Transaction the Tenant shall:
- (a) give the Landlord notice of the Transaction; and
 - (b) deliver a certified copy of any document effecting the Transaction to the Landlord's solicitors.
- 19.3 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.

20 Repairs

- 20.1 The Tenant shall keep the interior of the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.

- 20.2 The Tenant's responsibilities under clause 20.1 shall include internal decoration, fixtures and fittings, internal doors, electrical and mechanical infrastructure, including lifts, solar panels, utilities, air conditioning units (if any) and boilers, fittings, flooring, and the internal faces of external walls and ceilings
- 20.3 Other than is the responsibility of the Landlord as hereafter provided the Tenant shall be responsible for the servicing of electrical and mechanical infrastructure, replacing those parts that are no longer capable of repair
- 20.4 For the avoidance of doubt the Tenant shall be responsible for the repair of any damage caused to the interior of the Property by the Tenant, its employees licensees volunteers or visitors however caused
- 20.5 The Tenant shall submit an annual maintenance schedule to the Landlord indicating the anticipate life expectancy of any items requiring substantial capital expenditure for replacement
- 20.6 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by.
- 20.5.1 an Insured Risk, unless and to the extent that:
- (a) 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; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2;
- 20.5.2 a defect, snagging matter or fault which can be rectified by third parties pursuant to clause 35 (Defects Liability) or 36 (Enforcement of Collateral Warranties) of this lease.

21 Decoration

- 21.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary.
- 21.2 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.
- 21.3 All decoration carried out in the last three (3) 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.

22 Tenant's services

22.1 The Tenant shall repair and maintain the Offices, provide heating and ventilation to the Offices during such periods of the year as the Tenant reasonably considers appropriate and shall decorate the inside of the Offices as often as reasonably necessary in a good and proper manner using good quality materials of a design and colour that are approved by the Landlord (acting reasonably).

22.2 The Tenant shall use its reasonable endeavours:

- (a) to repair, maintain and decorate the Property and the Bin Store;
- (b) to provide heating and ventilation to the internal areas of the Property during such periods of the year as the Tenant reasonably considers appropriate;
- (c) to provide electricity and water to the Property and the Offices;
- (d) to keep the Offices and the internal areas of the Property clean (and to employ cleaning Staff to clean the Property on a daily basis), and to clean the outside of the windows of the Building as often as the Tenant reasonably considers appropriate;
- (e) to keep the internal areas of the Property reasonably well lit;
- (f) to supply hot and cold water, soap, paper, towels and other supplies for the lavatories and washrooms in the Building;
- (g) to keep the lifts in reasonable working order,
- (h) to repair and maintain the Bin Store;
- (i) to provide reception Staff in the ground floor reception area during the Landlord's normal office hours (and such other hours as are reasonably required by the Landlord and agreed between the parties from time to time);
- (j) to provide security Staff during such hours as shall be agreed from time to time between the Landlord and the Tenant; and
- (k) to provide and keep the Property equipped with all the fire and intrusion protection items referred to in clause 28.8 and to maintain the same as required by that clause.

22.3 The Tenant shall not be liable for:

- (a) any interruption in, or disruption to, the provision of any of the Tenant's Services for any reason that is outside the reasonable control of the Tenant, or
- (b) any injury, loss or damage suffered by the Landlord as a result of any absence or insufficiency of any of the Tenant's Services or of any temporary breakdown or defect in any Service Media, except where due to the negligence of the Tenant.

23 Chattels

- 23.1 The Tenant may use the Chattels provided that the Chattels shall remain (and as hereinafter any replacements thereof shall become) the property of the Landlord.
- 23.2 The Tenant shall keep the Chattels in good repair and condition (fair wear and tear excepted) and not cause any damage to them, and may dispose of Chattels that have become unusable due to accidental damage or fair wear and tear in respect of which no insurance money is available but shall purchase suitable replacements for any so disposed of and such replacements shall become Chattels as hereinbefore defined and the Tenant shall leave all remaining Chattels at the Property at the end of the term.

24 Alterations

- 24.1 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 Provided That the Tenant may make Improvements with the Landlord's prior written consent which shall not be unreasonably withheld or delayed where the Landlord's Neighbouring Property will not be adversely affected and the value of the Property (or the Landlord's reversionary interest in the same) will not be diminished.
- 24.2 The Tenant shall not install any Service Media on the exterior of 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 or delayed to Improvements.
- 24.3 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 or delayed.

25 Signs

- 25.1 In this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside except with the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 25.3 Before the end of the Contractual Term, the Tenant shall if so required by the Landlord remove any Signs placed by it at the Property and shall make good any damage caused to the Property by their removal.
- 25.4 The Landlord confirms its consent to the Tenant's signage at the Property at the date of this lease for the purposes of clause 25.2 above.
- 25.5 The Tenant shall allow the Landlord during the last six months of the term (howsoever determined) to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

26 Returning the Property to the Landlord

- 26.1 At the end of the term the Tenant shall return the Property to the Landlord with vacant possession and in the repair and condition required by this lease.
- 26.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property (where required by the Landlord) and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 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 (not being Chattels as defined in this lease) 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.
- 26.5 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 the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term 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.
- 26.6 Where the Tenant has made (with the Landlord's consent or approval where required) any Improvements to the Building or has rectified any Inherent Defects it shall not be required to remove the Improvements nor to reinstate the Inherent Defects under this clause 26 nor to reinstate the Building to its state at the commencement of this lease notwithstanding any of the tenant covenants contained in this lease.

27 Use

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed where the proposed use falls within the charitable Objects of the Tenant.
- 27.2 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.
- 27.3 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.
- 27.4 The Tenant shall comply with its obligations in the Service Level Agreement.

28 Compliance with laws

- 28.1 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 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;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed from the Property.
- 28.2 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.
- 28.3 Within five (5) 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.
- 28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.
- 28.5 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.
- 28.6 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.
- 28.7 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.
- 28.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire and intruder 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.

29 Encroachments, obstructions and acquisition of rights

- 29.1 The Tenant shall not grant any right or licence over the Property to a third party except to the extent that the same is in accordance with the Permitted Use Provided That no relationship of landlord and tenant is established by that arrangement.
- 29.2 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 the Landlord and shall 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.
- 29.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 29.4 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.
- 29.5 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 the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

30 Breach of repair and maintenance obligation

- 30.1 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.
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two (2) 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 reasonable speed having due regard to the circumstances, then the Landlord may enter the Property and carry out the works needed.
- 30.3 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.
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 33.

31 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.

32 Landlord's covenants for quiet enjoyment

- 32.1 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.
- 32.2 The Landlord covenants with the Tenant that it will keep such parts of the Landlord's Neighbouring Property as are not for the time being adopted as a public car park (excluding the Bin Store) clean, tidy, and appropriately planted and cultivated, and the hard surfaces markings kerbs and edgings of such parts in serviceable condition.

33 Re-entry and forfeiture

- 33.1 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 twenty one (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 which has not been remedied within a reasonable period of time after the Tenant has been notified in writing of such breach by the Landlord;
 - (c) an Act of Insolvency.
- 33.2 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 or any guarantor.

34 Automatic Termination

- 34.1 This Lease shall automatically cease and determine on:
- (a) the expiry or earlier termination of the Service Level Agreement; or
 - (b) the date the Tenant ceases to be a registered charity

but without prejudice to the respective rights of either party in respect of any antecedent claim or breach of covenant.

35 Tenant right to determine

- 35.1 The Tenant may terminate this lease by serving a notice in writing on the Landlord giving a date of termination not less than six months after the service of the notice
- 35.2 Following service of a notice under clause 35.1 this lease shall terminate on the date specified in the notice
- 35.3 Termination of this lease shall not affect any right or remedy that either party may have in relation to any earlier breach of the terms of this lease

36 Landlord right to terminate

- 36.1 In addition to the rights granted in clauses 33 and 34 of this Lease the Landlord may serve written notice on the Tenant specifying a breach of the terms of this Lease and requiring the same to be remedied to the satisfaction of the Landlord within the date specified in the notice failing which the lease shall terminate on the date stated in the notice
- 36.2 If the Tenant shall fail to meet the SMART Targets submitted as part of the tender process leading to the grant of this lease and as subsequently agreed the Landlord may give not less than 12 months written notice of termination

37 Joint and several liability

- 37.1 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 37.2 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 the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

38 Entire agreement

- 38.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 38.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) except for written information contained in replies to pre-lease enquiries submitted on behalf of the Tenant.
- 38.3 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.
- 38.4 Nothing in this clause shall limit or exclude any liability for fraud.

39 Notices, consents and approvals

39.1 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 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 or (If notice is given to the Landlord) at the Offices.

39.2 If a notice is given in accordance with clause 39.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

39.3 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.

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

39.5 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 of 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.

39.6 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.

39.7 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.

40 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.

41 Jurisdiction

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).

42 Exclusion of sections 24-28 of the LTA 1954

42.1 The parties confirm that:

- (a) 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, before this lease was entered into; and
- (b) who was duly authorised by the Tenant to do 2015 in accordance so made a statutory declaration dated with the requirements of section 38A(3)(b) of the LTA 1954.

42.2 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.

43 Charities Act 2011

43.1 The Property will, as a result of this lease, be held by Honiton Community Complex, a non-exempt charity and the restriction on disposition imposed by section 117-121 of the Charities Act 2011 will apply to the land (subject to the provision of section 117(3) of that Act).

43.2 The Tenant will apply for the following restriction to be entered on the title to this lease at the Land Registry:

43.3 "No disposition by the proprietor to the registered estate to which section 117-121 or 124 of the Charities Act 2011 applies is to be registered unless the Instrument contains a certificate complying with section 122(3) or 125(2) of that Act as appropriate."

44 Disputes

44.1 If at any time any question, dispute or difference arises between the parties affecting this agreement, the parties' representatives shall meet in good faith to resolve the dispute.

- 44.2 If the dispute cannot be resolved by negotiation, it may be referred at any time by either party to a mediator agreed by the parties.
- 44.3 Where it is considered by either party that the outcome of mediation is unsatisfactory,' or that the issue is of such importance, either party can refer the matter to an arbitrator, agreed by the parties. In default of an agreement of an arbitrator, either party can apply to the President for the time being of the Chartered Institute of Arbitrators for the appointment of an Arbitrator to arbitrate in accordance with and subject to the provisions of the Arbitration Act 1996 or any re-enactment for the time being in force.
- 44.4 The costs of the arbitration shall be borne as the arbitrator directs and the award of such arbitration shall be binding on the parties.

45 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

46 Rent Review provisions.

- 46.1 The Annual Rent will be reviewed on each Rent Review Date
- 46.2 Until the first Rent Review Date the Annual Rent is to be the rent payable and thereafter during each successive review period the Annual Rent is to be the sum equal to the greater of the Annual Rent payable under this lease for the period immediately before the relevant Rent Review Date or the open market rent agreed or determined in accordance with clauses 46.3 and 46.4
- 46.3 Six months before the relevant Rent Review Date the Landlord and Tenant may reach a written agreement as to the open market rent payable for the next Rent Review Period
- 46.4 Not more than three months before the Rent Review Date either party may apply to the President for the time being of the Institution of Chartered Surveyors to appoint an independent qualified Surveyor to act as an expert and determine the open market rent
- 46.5 In assessing the open market rent the Surveyor shall have regard to the terms of the Lease and shall assume that it was made between a willing Landlord and a willing Tenant for the unexpired residue of the Contractual Term of the Lease and shall ignore any effect on the rent of the occupation of the Property by the Landlord and any goodwill attached to the Property
- 46.6 The Surveyor's decision shall be given in writing and shall be final and binding on the parties in the absence of manifest error or fraud
- 46.7 The fees and expenses of the Surveyor shall be paid equally by the Landlord and the Tenant unless the Surveyor otherwise directs

Executed and delivered as a deed by the parties on the date at the beginning of this Deed.

Executed as a deed by affixing the
common seal of HONITON TOWN
COUNCIL in the presence of:

Town Clerk

Executed as a deed by HONITON
COMMUNITY COMPLEX acting by two
directors or a director and its secretary:

_____ and _____
[signature of first director] [signature of second director or secretary]

_____ [print name of first director] _____ [print name of second director or secretary]

Director

Director/Secretary