

LEASE OF PART

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BETWEEN: WEST BERKSHIRE DISTRICT COUNCIL
and
APPLICANT(S):
FILE REFERENCE: L100660
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LAND REGISTRY

LAND REGISTRATION ACTS 2002

LEASE OF PART

County and District :
Title Number :
Property :
Date : 2006

THIS LEASE is made the day of Two Thousand and Six

1. Particulars

1.1.1. the Landlord West Berkshire District Council of Council Offices
Market Street Newbury Berkshire RG14 5LD

1.1.2. the Tenant

1.2. the Premises ALL THAT parcel of land for the purpose of
identification only edged red on the plan marked
"A" annexed hereto together with any Building

1.3. Permitted User (..... and the right to use)

2. Definitions

2.1. For all purposes of this lease the terms defined in clauses 1 and 2 have the
meanings specified

2.2. "Building" means the building or buildings or part thereof now or at any time during
the Term erected on the whole or part of the Premises

- [2.3. "the Index" shall mean Table 18.1 – All items of the General Index of Retail Prices as set out in the "Monthly Digest of Statistics" published for the month of January in each year by HM Stationery Office or any official publication substituted for that publication]
- 2.4. "Insured Risks" means fire and such other risks as the Landlord shall consider appropriate and necessary
- 2.5. "the 1954 Act" means the Landlord and Tenant Act 1954
- 2.6. "Pipes" means all pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media and includes any fixings louvers cowls and any other ancillary apparatus which are in on or under or which serve the Premises
- 2.7. "the Plans" means the plans annexed to this Lease
- 2.8. "the Planning Acts" means the Town and Country Planning Act 1990
- 2.9. "Rent" is the sum of £ per annum payable quarterly in advance (subject to review)
- [2.10. "Rent Review" is the rent calculated every five years increased by reference to the Retail Prices Index]
- 2.11. "Surveyor" means any person or firm employed or appointed by the Landlord to perform any of the functions of the Surveyor under this Lease
- 2.12. "Term" means () years commencing on day of Two Thousand and ()
- [2.13. "Landlord's Premises" means the land and buildings)]
- 2.14. "Access Road and Amenity Land Expenditure" means the amount expended by the Landlord in the repair maintenance and renewal of the ()]

[2.15. "Service Charge" means a reasonable proportion calculated by the Landlord of the cost of maintaining and supplying the security emergency and alarm systems provided for the Premises]

3. Interpretation

3.1. The expressions "the Landlord" and "the Tenant" wherever the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term and the Tenant's successors in title respectively

3.2. Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally

3.3. Words importing one gender include all other genders and words importing the singular include the plural and vice versa

[3.4. The expression "the Premises" includes:-

3.4.1. all additions and improvements to the Premises

3.4.2. all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant that can be removed from the Premises without defacing the Premises

3.4.3. all pipes in on under or over the Premises and

3.4.4. all walls and fences forming the boundaries of the Premises]

3.5. References to "the last year of the Term" include the last year of the Term if the Term shall determine otherwise than by effluxion of time and references to "the expiration of the Term" include such other determination of the Term

- 3.6. References to any right of the Landlord to have access to the Premises shall be construed as extending to any person employed by the Landlord or any agent of the Landlord
- 3.7. The terms "the parties" and "Party" mean the Landlord and/or the Tenant
- 3.8. "Development" has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.9. Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes
- 3.10. References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered
- 3.11. The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation

4. Demise

The Landlord demises to the Tenant the Premises TOGETHER WITH the rights specified in the First Schedule hereto EXCEPTING AND RESERVING to the Landlord the rights specified in the Second Schedule TO HOLD the Premises to the Tenant for the Term (determinable as hereinafter provided) SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Landlord the Rent [and in the fifth year of the term and for the remainder of the Term the Rent together with such percentage of the rent payable for years 5 10 15 and 20 as corresponds with the rise in the Index for these years also] YIELDING AND PAYING to the Landlord within

fourteen days of receipt of a certified account of expenditure incurred by the Landlord in the repair and maintenance of the Access Road and Amenity Land Expenditure and also YIELDING AND PAYING to the Landlord within fourteen days of receipt of a certified account from the Landlord the Service Charge

5. **The Tenant's Covenants**

The Tenant covenants with the Landlord:-

5.1. ***Rent Outgoings and VAT***

5.1.1. to pay the Rent

5.1.2. to pay all rates taxes assessments duties charges impositions and outgoings which are now or during the term shall be charged assessed or imposed upon the Premises or the owner or occupier of them and if the Premises are not separately assessed to pay a reasonable proportion of the rates as assessed by the Landlord

(NB: Needs to be revised to cover all payments due under the lease, as described in clause 4, together with insurance and clause needs to be added for VAT)

5.2.1. ***Service Charge***

To pay to the Landlord an assessment thereof made by the Landlord within fourteen days of receipt of a certificate by the Landlord of any charges paid by the Landlord in relation to the Premises and to indemnify the Landlord against all such service charges in relation to the Premises

5.2.2. ***Electricity Gas Water and other services***

To arrange for the direct connection of the services with the statutory undertakers and to ensure any necessary reinstatement to the Landlord's Premises to the reasonable satisfaction of the Landlord

5.3. ***Repair Cleaning Decoration etc***

5.3.1. to ensure that at all times during the said term the demised Premises and all additions thereto are kept in good and tenantable repair

(NB: Do we need stronger repairing obligation e.g. put in repair, latent defects?)

5.3.2. to clean the Premises and keep them in a clean condition

5.3.3. to keep any part of the Premises which may not be built upon ("the Open Land") adequately surfaced in good condition and free from weeds

5.3.4. not to bring keep store stack or lay out upon the Open Land any materials equipment plant bins crates cartons boxes or any receptacle for waste or any other item which is or might become untidy unclean unsightly or in any way detrimental to the Premises or the area generally

5.3.5. not to deposit or permit to be deposited any waste rubbish litter or refuse on the Open Land

5.3.6. not to keep or store on the Open Land any moveable dwelling

5.3.7. not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials or cause the same to be in any way obstructed

5.3.8. to comply with any direction made relating to any requirement or prohibition in any litter abatement notice served on it

5.3.9. in every fourth year of the Term commencing with the day of in order to maintain a high standard of decorative finish and attractiveness and to preserve the Premises to redecorate those parts of the exterior and the interior of the Premises which have previously been so decorated in a good

and workmanlike manner with at least two coats of good quality paint and with appropriate materials of good quality to the reasonable satisfaction of the Landlord and in the case of all decorations to obtain the prior approval of the Landlord (such approval not to be unreasonably withheld or delayed) to any changes in the tints colours and patterns of the Premises prior to commencing such decorations and at the expiration or sooner determination of the Term to redecorate the interior and exterior of the Premises in tints colours and patterns approved by the Landlord and to leave the Premises in a good state of repair and decorative condition to the reasonable satisfaction of the Landlord

5.4. *Waste and Alterations*

5.4.1. not to:-

5.4.1.1. commit any waste

[5.4.1.2. make any addition to the Premises without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed)

5.4.1.3. make any alteration to the Premises save as permitted by the following provisions of this clause without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed)]

5.4.2. without prejudice to clause 5.16.4 remove any additions alterations or improvements made to the Premises at the expiration or sooner determination of the Term if so requested by the Landlord and to make good any part or parts of the Premises which may be damaged by such removal

5.4.3. not to install new Pipes on the Premises or the Landlord's Adjoining Premises, make connection with the Pipes that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord (such approval not to be unreasonably withheld or delayed) subject to consent to make such connection having previously been obtained from the competent statutory authority or undertaker

5.5. ***Aerials Signs and Advertisements***

5.5.1. not to erect any pole mast or wire (whether in connection with telegraphic transfer radio or television communication or otherwise) upon the Premises

5.5.2. not to affix to or exhibit on the outside of the Building or to or through any window of the Building nor display anywhere on the Premises any placard sign notice fascia board or advertisement except any sign permitted by virtue of any consent given by the Landlord pursuant to a covenant contained in this Lease

5.6. ***Statutory Obligations***

5.6.1. at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor the lessee or the occupier

5.6.2. not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become

liable to pay any penalty damages compensation costs charges or expenses

- 5.6.3. without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any bylaws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises

5.7. *Access of Landlord and Notice to Repair*

- 5.7.1. to permit the Landlord at reasonable times and upon reasonable notice (except in cases of emergency):-

5.7.1.1. to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed

5.7.1.2. to view (and to open up floors and other parts of the Premises where such opening-up is required in order to view) the state of repair and condition of the Premises and

5.7.1.3. to give to the Tenant (or leave upon the Premises) a notice specifying any decorations repairs cleaning maintaining or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same including the making good of such opening-up (if any)

provided that any such opening-up shall be made good by and at the cost of the Landlord where such opening-up reveals no breaches of the terms of the Lease

5.7.2. immediately to decorate repair cleanse maintain and paint the Premises as required by such notice

5.7.3. if within three months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within four months or if in the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to have completed the work within such period to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the cost of so doing and all expenses reasonably incurred by the Landlord (including legal costs and surveyor's fees) within fourteen days of a written demand

5.8. ***Alienation***

[For the avoidance of doubt this clause does not prevent the Tenant from entering into a contract at any time throughout the Term with an outside party for the management of the Premises and/or any Building erected or to be erected thereon

(Delete?)]

5.8.1. not to hold on trust for another or (save pursuant to a transaction permitted by and effected in accordance with the provisions of this Lease) part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises

5.8.2. not to assign

(NB: Additional provisions need to be added to alienation clause)

5.9. ***Nuisance etc and Residential Restrictions***

5.9.1. not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance annoyance disturbance inconvenience injury

or damage to the Landlord or its tenants or the owners or occupier of adjacent or neighbouring premises

5.9.2. not to use the Premises for a sale by auction or vehicle fair or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose

5.9.3. not to use the Premises as sleeping accommodation and for residential purposes nor keep any animal fish reptile or bird anywhere on the Premises

5.10. ***Landlord's costs***

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to Counsel Solicitors Surveyors and Bailiffs) properly and reasonably incurred by the Landlord in relation to and incidental to:-

5.10.1. every application made by the Tenant for a consent and licence required by the provisions of this Lease whether such consent or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise

5.10.2. the preparation and service of a notice under the Law and Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of the Act notwithstanding than by relief granted by the Court

5.10.3. the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and

5.10.4. any steps taken in contemplation of or in accordance with the preparation and service of a schedule of dilapidations during or after the expiration of the Term

5.11. The Planning Acts

- 5.11.1. not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to the Permitted User or otherwise and to indemnify (both during or following the expiration of the Term) and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention
- 5.11.2. at the expense of the Tenant to obtain all planning permissions and to serve all such notices as may be required for the carrying out of any operations or user on the Premises
- 5.11.3. subject only to any statutory direction to the contrary to pay and satisfy any charge or levy that may subsequently be imposed under the Planning Acts in respect of the carrying out or maintenance of any operations or the commencement or continuance of any such user
- 5.11.4. notwithstanding any consent which may be granted by the Landlord under this Lease not to carry out or make any alteration or addition to the Premises until:-
 - 5.11.4.1. all necessary notices under the Planning Acts have been served and copies produced to the Landlord
 - 5.11.4.2. all necessary permissions under the Planning Acts have been obtained and produced to the Landlord and
 - 5.11.4.3. the Landlord has acknowledged that every necessary planning permission is acceptable to it (such acknowledgement not to be unreasonably withheld) the Landlord being entitled to refuse to acknowledge its acceptance of a planning permission on the

grounds that any condition contained in it or anything omitted from it or the period referred to in it would in the reasonable opinion of the Surveyor be (or likely to be) prejudicial to the Landlord's interest in the Premises whether during or following the expiration of the Term

5.11.5. unless the Landlord shall otherwise direct to carry out and complete before the expiration of the Term any works stipulated to be carried out to the Premises by a date subsequent to such expiration as a condition of any planning permission granted to the Tenant

5.12. *Plans Documents and Information*

5.12.1. if called upon to do so to produce to the Landlord or the Surveyor all plans documents and other evidence as the Landlord may reasonably require in order to satisfy itself that the provisions of this Lease have been complied with

5.13. *Indemnities*

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:-

5.13.1. any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or

5.13.2. any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

and to effect insurance cover in relation to the same to the satisfaction of the Landlord and further to provide upon request a copy of the appropriate insurance cover

5.14. ***Reletting Boards***

To permit the Landlord at any time during the last six months of the Term and at any time thereafter if the rents or any part of them shall be in arrear and unpaid for longer than 28 days to enter upon the Premises and affix and retain anywhere upon the Premises a notice for reletting the Premises and during such period to permit persons with the written authority of the Landlord or its agent at reasonable times of the day to view the Premises

5.15. ***Encroachments***

5.15.1. not to stop up darken or obstruct any windows or light belonging to the Building (and for the avoidance of doubt this shall not include internal fixtures and fittings)

5.15.2. to take all reasonable steps to prevent any new window light opening doorway path passage pipe or other encroachment or easement being made or acquired in against out of or upon the Premises and to notify the Landlord immediately if any such encroachment or easement shall be made or acquired (or attempted to be made or acquired) and at the request of the Landlord to adopt such means as shall (reasonably) be required to prevent such encroachment or the acquisition of any such easement

5.16. ***Yield Up***

At the expiration or sooner determination of the Term

5.16.1. to yield up the Premises in good repair and condition in accordance with the terms of this Lease

- 5.16.2. to give up all keys of the Premises to the Landlord and
- 5.16.3. to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal
- 5.16.4. should the Landlord so require to remove the Building and reinstate the area to a playing field or grassed area to the reasonable satisfaction of the Landlord

5.17. ***Interest on Arrears***

- 5.17.1. if the Tenant shall fail to pay the Rent or any other sum due under this Lease within fourteen days of the date due whether formally demanded or not the Tenant shall pay to the Landlord Interest on the Rent or other sum from the date when they were due to the date on which they are paid and such Interest shall be deemed to be Rent due to the Landlord
- 5.17.2. nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease

5.18. ***Statutory Notices etc***

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within seven days receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or

in respect of any notice direction order or proposal as the Landlord shall deem expedient

5.19. ***Keyholders***

To ensure that at all times the Landlord has written notice of the name home address and home telephone number of at least two keyholders of the Premises

5.20. ***Sale of Reversion etc***

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents

5.21. ***Defective Premises***

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Landlord may from time to time (reasonably) require to be displayed at the Premises

5.22. ***Landlord's Rights***

To permit the Landlord at all times during the Term to exercise without interruption or interference any of the rights granted to it by virtue of the provisions of this Lease

5.23. ***Covenants on Title***

To observe and perform (.....)

5.24. ***Permitted User***

To use the Premises for the Permitted User only

5.25. *Police checks on Permanent Staff*

The Tenant shall ensure that all relevant and necessary checks are made with the Thames Valley Police in respect of the hiring of any permanent staff on the Premises to the satisfaction of the Landlord

5.26. *Complaints*

The Tenant shall notify the Landlord of any threat of legal proceedings or action made by any person in respect of the management of the Premises or the Premises

5.27. *Insurance*

To keep the Premises insured at all times throughout the Term in some insurance office of repute from and against the Insured Risks

6. *The Landlord's Covenants*

6.1. *The Landlord covenants with the Tenant*

6.1.1. to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

6.1.2. The Tenant shall pay the Service Charge

7. *Reinstatement and Termination if prevented*

7.1. *If and whenever during the Term:-*

7.1.1. the Premises or any part of them are damaged or destroyed by any of the Insured Risks

7.1.2. the payment of the insurance money is not refused in whole or in part by reason of any act or default of the Landlord or anyone at the Premises expressly or by implication with the Landlord's authority (and under the Landlord's control)

the Tenant shall use its reasonable endeavours to obtain all planning permissions or other permits and consents that may be required under the Planning Acts or other statutes (if any) to enable the Tenant to rebuild and reinstate ("Permissions")

7.2. Subject to the provisions of clauses 7.3 and 7.4 the Tenant shall as soon as the Permissions have been obtained or immediately where no Permissions are required apply all money received in respect of such insurance (except sums in respect of loss of Rent) in rebuilding or reinstating the Premises so destroyed or damaged making up any difference between the cost of rebuilding and reinstating and the money received out of the Tenant's own money

7.3. For the purposes of this clause the expression "Supervening Events" means:-

7.3.1. the Tenant has failed despite using its best endeavours to obtain the Permissions

7.3.2. any of the Permissions have been granted subject to a lawful condition with which it would be impossible for or in all the circumstances it would be unreasonable to expect the Tenant to comply

7.3.3. some defect or deficiency in the site upon which the rebuilding or reinstatement is to take place would render the same impossible or would mean that the same could only be undertaken at a cost that would be unreasonable in all the circumstances

7.3.4. the Tenant is unable to obtain access to the site for the purposes of rebuilding or reinstating

7.3.5. the rebuilding or reinstating is prevented by war act of god government action strike lock-out or

7.3.6. any other circumstances beyond the control of the Tenant

- 7.4. The Tenant shall not be liable to rebuild or reinstate the Premises if and for so long as such rebuilding or reinstating is prevented by Supervening Events
- 7.5. If upon the expiry of a period of three years commencing on the date of the damage or destruction the Premises have not been rebuilt or reinstated so as to be fit for the Tenant's occupation and use either party may by notice served at any time within six months of the expiry of such period invoke the provisions of clause 7.6
- 7.6. Upon service of a notice in accordance with clause 7.5:-
- 7.6.1. the Term will absolutely cease but without prejudice to any rights or remedies that may have accrued to either party against the other including (without prejudice to the generality of the above) any right that the Landlord might have against the Tenant for a breach of the Tenant's covenants set out in clauses 7.1 and 7.2
- 7.6.2. all money received in respect of the insurance effected by the Tenant pursuant to this clause shall belong to the Tenant

8. Provisos

8.1. Re-entry

If and whenever during the Term:-

- 8.1.1. the Rent (or any other sums due) under this Lease are outstanding for fourteen days after becoming due whether formally demanded or not or
- 8.1.2. there is a breach non-observance or non-performance by the Tenant of any covenant or other term of this Lease or any document (expressed to be) supplemental to this Lease or
- 8.1.3. an individual Tenant becomes bankrupt or
- 8.1.4. a company Tenant

8.1.4.1. enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

8.1.4.2. has a receiver appointed or

8.1.5. the Tenant enters into an arrangement for the benefit of its creditors or

8.1.6. the Tenant has any distress or execution levied on its goods the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Landlord in respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made)

8.2. ***Exclusive of Use Warranty***

Nothing in this Lease or in any consent granted by the Landlord under this Lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts or under any bye-laws or regulations for the purpose authorised in this Lease (or any purpose subsequently authorised)

8.3. ***Entire Understanding***

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

8.4. ***Representations***

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this Lease

8.5. *Licences etc Under Hand*

Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given if given under the hand of the County Solicitor or Corporate Property Manager or other duly authorised officer of the Landlord of the Surveyor on behalf of the Landlord

8.6. *Tenant's property*

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Landlord to do so or if after using its reasonable endeavours the Landlord is unable to make such a request to the Tenant within fourteen days from the first attempt so made by the Landlord:-

8.6.1. the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

8.6.2. if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within six months of the date upon which the Tenant vacated the Premises and

8.6.3. the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

8.7. Compensation on Vacating

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

8.8. Service of Notices

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this Lease except that Section 196 shall be deemed to be amended as follows:-

- 8.8.1. the final words of Section 196(4) " and that service be delivered" shall be deleted and there shall be substituted " and that service shall be deemed to be made on the third Working Day after the registered letter has been posted "Working Day" meaning any day from Monday to Friday (inclusive) other than Christmas Day Good Friday and any statutory bank or public holiday"
- 8.8.2. any notice or document shall also be sufficiently served on a party if served on solicitors who have acted for that party in relation to this Lease or the Premises at any time within the year preceding the service of the notice or document
- 8.8.3. any notice or document shall also be sufficiently served if sent by telex telephonic facsimile transmission or any other means of electronic transmission to the party to be served (or its solicitors where clause 8.8.2 applies) and that service shall be deemed to be made on the day of transmission if transmitted before 2.00 pm on a Working Day but otherwise on the next following Working Day (as defined above)

9. **General Matters**

9.1. Any sums properly due to the Landlord from the Tenant under any covenant condition or provision contained in this Lease shall be due as a debt from the Tenant to the Landlord payable on demand and in the event of non-payment such sums shall be recoverable by distress or otherwise in the same way as rent in arrear together with Interest on such sum

9.2. Save as herein expressly provided nothing herein contained shall by implication of law or otherwise operate to confer on the Tenant any easement right or privilege whatsoever over or against any adjoining or other property belonging to the Landlord or others which might restrict diminish interfere with or prejudicially effect the free and uninterrupted user for building or for any other purposes or the future rebuilding alteration or development of such adjoining or other property to the intent that the Landlord and others at any time during the term without obtaining the consent of or making compensation to the Tenant may execute works and make erections upon or erect rebuild or alter any buildings or erections on their adjoining or neighbouring land and may use and develop the same in such manner as they may think fit notwithstanding that the access of light or air for the time being appertaining to or enjoyed with the Premises or any part thereof or any building for the time being thereon may thereby be interfered with nor shall the Tenant be entitled to compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development carried out by the Landlord

10. **Exclusion of Landlord's Liability**

The Landlord shall not be liable to the Tenant for anyone in the Tenant's employment or to any persons expressly or impliedly invited or permitted by the Tenant into the Building or the Premises for any injury loss damage or inconvenience caused by

any defect or want or repair for which the Landlord is responsible and of which the Landlord has not received notice in writing in respect of the land shown hatched blue or Access Road and Amenity Land

11. Exclusion of Sections 24 – 28 of the Landlord and Tenant Act 1954

11.1. (Not less than fourteen days) before the Tenant became contractually bound to enter into the tenancy hereby created the Landlord served on the Tenant a notice in the form required by Section 38A(3)(a) of the Landlord and Tenant Act 1954

11.2. On (), before the Tenant became contractually bound to enter into the tenancy hereby created, (), being a person duly authorised by the Tenant, made a (statutory) declaration in the form required by Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

11.3. In accordance with Section 38A of the Landlord and Tenant Act 1954 the parties hereto agree that the provisions of Sections 24 to 28 of the Landlord and Tenant Act 1954 shall not apply to the tenancy hereby created

12. ^{12. Arbitration} Except where otherwise herein provided if any dispute or difference shall arise between the Landlord and the Tenant touching any clause matter or thing whatsoever herein contained or the operation or constructions thereof or any matter or thing in any way connected with this Lease or the rights duties or liabilities of either party under or in connection with this Lease then and in every such case the dispute or difference shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

13. This Lease shall not take effect unless and until the () have been built in accordance with the terms and conditions of the specification and building contract appended hereto

(NB: May wish to revise)]

- [14. The Rent Review shall be conducted in accordance with the () Schedule and once calculated in accordance with the same the new rent shall be payable]

IN WITNESS of which this Deed has been executed the day and year first above written

EXECUTED as a Deed by affixing the Common)
Seal of **WEST BERKSHIRE DISTRICT COUNCIL**)
authenticated by:-)

Authorised Signatory

FIRST SCHEDULE

Rights Granted to the Tenant

1. The right for the Tenant its servants and agents and those having business with it in common with the Landlord and the Tenant and all others so authorised by the Landlord and the Tenant and all other persons entitled hereto to pass and repass on foot only at all times by day and night for the purpose of access to and from the Premises provided always that the same are not used after 10.00 pm unless by the express agreement of () and along the access road leading thereto in the area hatched blue on the plan annexed hereto by vehicles for the purpose of delivery of goods and equipment only subject to the Tenant paying a reasonable proportion according to use of the cost of repairing and maintaining the access road as certified by the Landlord
2. The right of free passage and running of water and soil in and through the sewers drains and channels made or to be made during the Term hereby granted upon through or under the Landlord's Premises and the free and uninterrupted use of all gas electric and telephone and other pipes wires or cables upon through or under the Landlord's Premises all such rights to be so far as necessary for the enjoyment of the Premises and in common with the Landlord and the Tenants and licencees and all others so authorised by the Landlord and all other persons entitled hereto
3. The right to lay all necessary cables pipes wires and sewers through under or over the Landlord's Premises subject to the route and method of supply being previously approved by the Landlord such approval not to be unreasonably withheld or delayed and subject to the Tenant carrying out satisfactory reinstatement to the Landlord's Premises

(NB: Need to consider 2 and 3 in context of Tenant's covenants used – need to ensure do not conflict)

SECOND SCHEDULE

Rights reserved to the Landlord and all others so authorised by it

Subject (save where such damage has been caused by reason of works carried out of a defective nature by the Tenant) to the Landlord as soon as reasonably practicable and at its own expense making good any damage caused and carrying out any necessary reinstatement to the Premises by the exercise of such Rights

1. The right at any time during the Term (at reasonable times and upon reasonable notice except in cases of emergency) to enter (or in cases of emergency to break and enter) the Premises:-
 - 1.1. to inspect the condition and state of repair of the Premises
 - 1.2. to take schedules or inventories of fixtures and other items to be yielded up on the expiry of the Term and
 - 1.3. to exercise any of the rights granted to the Landlord elsewhere in this Lease
 - 1.4. to carry out inspections or work of any kind to the Landlord's Premises
2. The rights of free passage and running of water and soil from other parts of the Premises in and through the sewers drains and channels made or to be made during the Term hereby granted upon through or under the Premises and the free and uninterrupted use of all gas electric telephone and other pipes wires or cables together with full liberty and power at all times (but no reasonable notice except in case of emergency) for the Landlord with or without workmen or others together where necessary with appliances to enter upon the Premises to inspect maintain repair amend or renew the same
3. The right to lay construct and maintain or permit to be laid constructed and maintained in or under the Premises such further mains pipes sewers drains

channels cables manholes stopcocks inspection chambers and similar apparatus as may in the reasonable opinion of the Landlord be necessary for the benefit of the Landlord's Premises during the Term hereby granted

4. All rights of light air and other easements and rights (but without prejudice to those expressly hereinbefore granted to the Tenant) now or hereafter belong to or enjoyed by the Premises from or over any adjacent or neighbouring land or building
5. The right to enter onto the Premises in order to build or rebuild alter the Landlord's Premises inspect maintain repair or alter the Landlord's Premises and further the Tenant shall not object notwithstanding the light or air to the Premises is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Tenant is thereby diminished or prejudicially affected
6. The right of support and shelter and all other easements and rights now or hereafter belonging to or enjoyed by the Landlord's Premises

Dated

2006

WEST BERKSHIRE DISTRICT COUNCIL (1)

and

(2)

LEASE OF PART
of
Triangle Field
Hungerford
Berkshire

File: L100660

100p.

THIS LEASE is made the 10th day of September One thousand nine hundred and ninety-two BETWEEN NEWBURY DISTRICT COUNCIL of Council Offices Market Street Newbury Berkshire (hereinafter called "the Landlord" which expression shall where not repugnant to the context include the estate owner or owners for the time being in respect of the reversion expectant on the term hereby created) of the one part and THE TOWN COUNCIL OF HUNGERFORD c/o 159 Andover Road Newbury Berkshire acting by the Mayor of Hungerford and two Members of the Council (hereinafter called "the Tenant" which expression shall where not repugnant to the context include the Tenant's successors in title) of the other part

WITNESSETH as follows:-

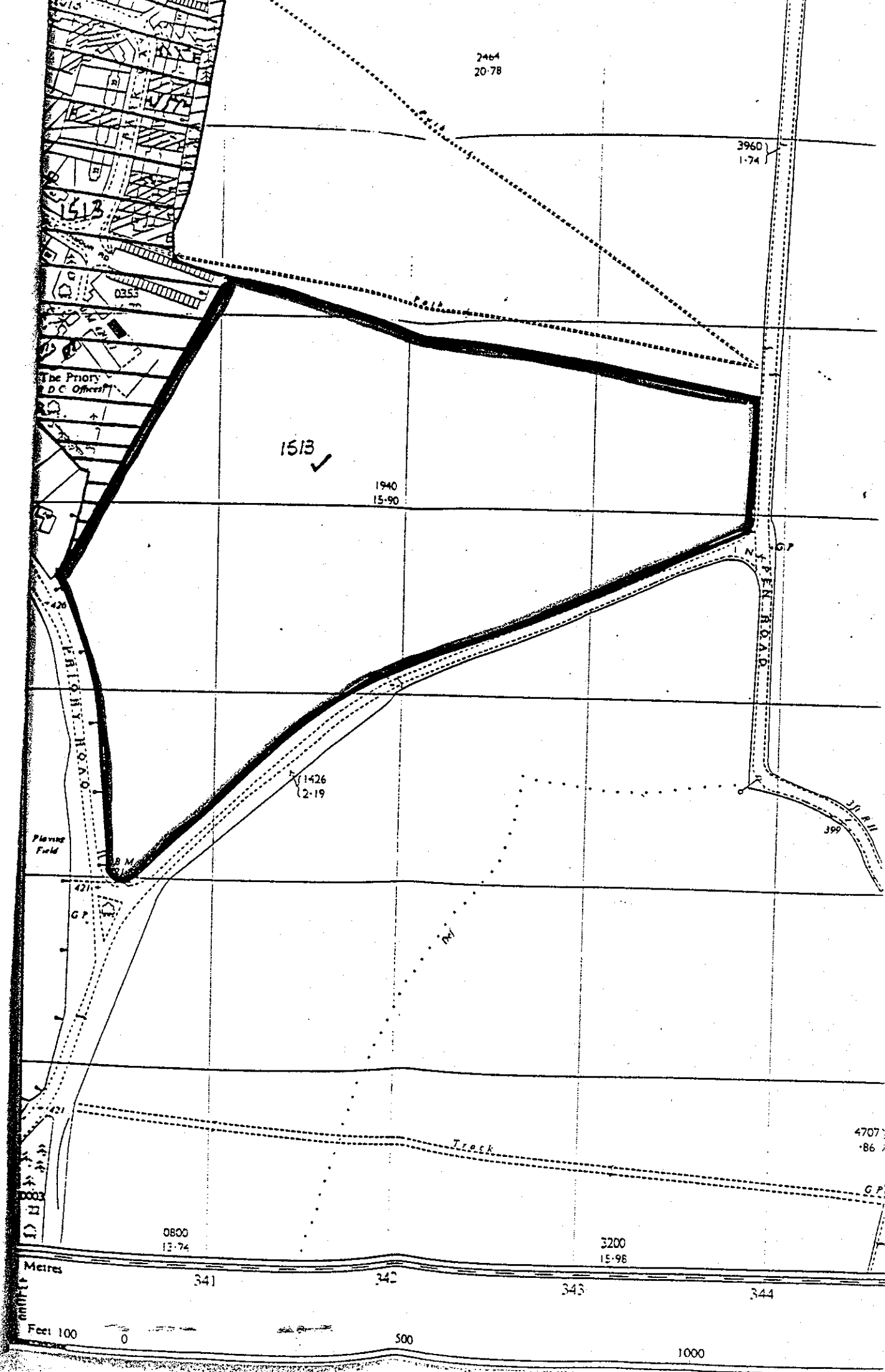
Demise

1. IN consideration of the rents covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be paid performed and observed the Landlord HEREBY DEMISES unto the Tenant ALL THAT plot of land consisting of approximately 15.90 acres adjoining The Former Priory Hungerford in the County of Berkshire which is more particularly shown for identification purposes only edged red on the plan attached hereto (hereinafter called "the Demised Premises") TO HOLD the same unto the Tenant from the 10th day of September 1992 for the term of FIFTY YEARS subject as hereinafter provided YIELDING AND PAYING therefor unto the Landlord yearly during the said term hereby granted the rent of FIVE POUNDS (£5) (if demanded) the said rent to be paid on each anniversary of the execution of this lease in advance and the first payment to be made on the execution hereof AND SUBJECT ALSO to those matters referred to in the Property and Charges Register to Title No. P.49879 hereof

Tenant's Covenants

2. THE Tenant HEREBY COVENANTS with the Landlord as follows:-

2.1 To pay the reserved rents at the times and in the manner aforesaid



- 2.2 To pay and discharge all existing and future rates taxes duties charges assessments and outgoings (including Value Added Tax (if any)) payable by law in respect of the Demised Premises whether by the owner or occupier and in the case of any of such rates taxes assessments charges impositions and outgoings being assessed charged imposed upon or payable in respect of the Demised Premises together with other premises to pay all proper proportions thereof (to be conclusively determined by the Landlord)
- 2.3 To keep the Demised Premises in good and tenantable order condition and free of litter and in such order and condition to yield the same up at the expiration or sooner determination of the said term
- 2.4 To permit the Landlord and all other persons authorised by the Landlord to enter the Demised Premises or any part thereof at any reasonable time or times by previous appointment except in the event of emergency to view the condition and cleanliness of the Demised Premises or to repair or alter any adjoining or adjacent property PROVIDED THAT the Landlord shall make good any damage thereby caused to the Demised Premises
- 2.5 After receipt of written notice requiring the Tenant so to do to commence and diligently to proceed to repair such defects and wants or reparation as shall be specified in such notice and within such reasonable period of time as such notice shall specify
- 2.6 To do and execute or cause to be done or executed all such works and things as under or by virtue or any enactment or statutory instrument or any notice order or direction given or made pursuant thereto for the time being in force are or shall be directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof whether by owner or occupier Landlord or Tenant and not to do suffer or omit anything in contravention

thereof and also at all times to indemnify and keep indemnified the Landlord against all proceedings costs expenses claims charges and demands whatsoever in respect thereof

2.7 Immediately upon the service thereof to give full particulars to the Landlord of any notice order or proposal therefor relating to or affecting the Demised Premises given made or issued by any competent authority and without delay to comply with the same PROVIDED THAT if the Landlord so reasonably requires in writing the Tenant will join with the Landlord in objecting to or contesting the same

2.8.1 Not to erect or suffer to be erected altered or added to on the Demised Premises or any part thereof any building or structure other than those permitted in Clause 2.8.2 below

2.8.2 In so far as is necessary for or reasonably desirable for the purposes of the use of the Demised Premises permitted in Clause 2.10 hereof the Tenant may erect and carry out alterations or additions to pavilions changing rooms and toilets and other necessary ancillary facilities and equipment subject to the prior written consent of the Landlord being obtained as to the details (such consent not to be unreasonably withheld or delayed)

2.9 To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) reasonably incurred by the Landlord for the purpose of incidental to or in contemplation of the preparation and service of a notice requiring the Tenant to remedy a breach of any of the Tenant's covenants herein contained

2.10.1 Not to use or suffer the use of the Demised Premises or any part thereof otherwise than for the provision of open space and for sports games or activities permitted in Clause 2.10.2 below except with the prior written consent of the Landlord

2 The tenant shall be permitted to use the Demised Premises for the purposes of rugby American football football hockey lacrosse volleyball baseball cricket rounders softball tennis track and field athletics and such other like sports games or activities and not for any other purpose whatsoever

11. Not to do or permit or suffer to be done upon the Demised Premises anything which may be or tend to be illegal or a nuisance annoyance or disturbance or cause damage to the Landlord or any of the occupants of the adjoining or adjacent property

2.12.1 Not to assign underlet or part with possession of part only of the Demised Premises

2.12.2 Not to assign underlet or part with possession of the whole of the Demised Premises

2.12.3 Not to mortgage or charge the whole or part of the Demised Premises without the consent of the Landlord

2.13 To insure and keep insured at all times during the currency of this lease in a sum equal to the full replacement value thereof the Demised Premises against loss or damage by fire flood and all the perils normally covered by a policy maintained by an insurance company or reputable and in the event of the Demised Premises or part of them being damaged or destroyed from any cause covered by any such insurance the Tenant shall expend all money received by virtue of such insurance in rebuilding reinstating or replacing the Demised Premises or that part of the Demised Premises so destroyed or damaged as the case may require or otherwise making good the loss damage or destruction suffered and on the reasonable demand of the Landlord to produce the policy or policies for such insurance and the receipts for payment of the premiums

Enjoyment

THE Landlord hereby covenants with the Tenant that subject to the Tenant paying the rent and observing the covenants on the Tenant's part herein contained the Tenant shall during the said term quietly enjoy the Demised Premises without any interruption by the Landlord or any person lawfully claiming under or in trust for it

Proviso for Forfeiture

IF the rent hereinbefore mentioned or any part thereof shall at any time be unpaid for twenty-one days after becoming payable or if any covenant on the Tenant's part herein contained shall not be performed or observed then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to enter upon the Demised Premises or part thereof in the whole or in part of the whole and thereupon the said term shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of the Tenant's covenants herein contained

Notice

SECTION 196 of the Law of Property Act 1925 shall apply to any notice to be served hereunder as if such notice were a notice authorised by that Act

Option to Renew

PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED that in the event of the Tenant giving notice to the Landlord not more than twelve months nor less than three months from the expiry of this Lease that it wishes the Landlord to grant it a further lease of the Demised Premises THEN the Landlord shall grant and the Tenant shall accept a further lease of the Demised Premises for a further period of fifty years and on the same terms as this lease with the exception of this clause such further lease to be completed within six months from the expiry of this lease

Interpretation


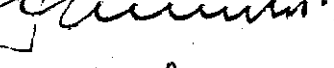

7. IN this lease words importing the masculine gender include also the neuter and the feminine gender and vice versa and words importing the singular number include also the plural number and vice versa where there are two or more persons included in the respective terms "the Landlord" and "the Tenant" the covenants expressed to be made respectively by them shall be deemed to be made by such persons jointly and severally and the expression "the Landlord" shall where appropriate include any superior landlord and the introductory headings to the respective clauses and sub-clauses hereof are to identify such clauses and sub-clauses hereof are to identify such clauses and sub-clauses and shall not be deemed to form part of this lease or to affect the interpretation thereof


Declaration

8. THIS instrument or document hereby expresses itself as executed as a Deed

IN WITNESS whereof the Landlord and the Tenant have executed this lease the day and year first above written

SIGNED by PAUL BRYAN CABLE)
and JOHN CHARLES WILLIAMS)
and DAVID ANTHONY GEORGE SMALL)
being the Chairman and two Members)
of Hungerford Town Council in the)
presence of:)


HIGHFIELD
159 ANDOVER RD
NEWBURY
BERKS RG14 6NB

DATED 10th September 1992

NEWBURY DISTRICT COUNCIL

- and -

THE TOWN COUNCIL OF HUNGERFORD

Land consisting of approximately 15.90 acres
adjoining The Former Priory,
Hungerford in the County of Berkshire

1513

CJO/SAR/101/10/39