



DATED

20[]

[NAME OF COUNCIL]

and

[NAME OF THIRD SECTOR ORGANISATION]

LEASE

of [ADDRESS OF PROPERTY]

**Anthony Collins Solicitors LLP
134 Edmund Street
Birmingham B3 2ES
Reference: BAM.33381.0004**

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PARTICULARS

LR1. Date of lease	20[]
<p>LR2. Title number(s)</p> <p>LR2.1 Landlord's title number(s)</p> <p>LR2.2 Other title numbers</p>	<p>[None]</p> <p>[Title Numbers]</p> <p>[None]</p> <p>[Title Numbers]</p>
<p>LR3. Parties to this lease</p> <p>Landlord</p> <p>Tenant</p>	<p>[NAME of COUNCIL] of []</p> <p>[NAME of THIRD SECTOR ORGANISATION] (Company registration number [NUMBER] and/or Charity registration number [NUMBER]) [whose registered office is at] []</p> <p>[of] []</p>
LR4. Property	<p>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.</p> <p>The premises (referred to in this Lease as "the Premises") known as [ADDRESS OF PREMISES] the general boundaries of which are shown edged red on the attached plan and described in more detail in the definition of "Premises" in Clause 2.2</p>
LR5. Prescribed statements etc	

<p>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</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p>	<p>[None] [Clause 8.7]</p> <p>None</p>
<p>LR6. Term for which the Property is leased</p>	<p>The term is as follows: [] years from and including [DATE]</p>
<p>LR7. Premium</p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p>	<p>This Lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9. Rights of acquisition etc</p> <p>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</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p>	<p>[None] [Clause 2.5]</p> <p>None</p> <p>None</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	<p>None</p>
<p>LR11. Easements</p>	

<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p>	<p>[None][Clause 2.3]</p> <p>[None][Clause 5]</p>
<p>LR12. Estate rent charge burdening the Property</p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p>	<p>“No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a registered charge registered before the entry of this restriction is to be registered without a certificate signed by the solicitor for [the Council] that the provisions of clause 4.4 of a lease dated [] and made between [insert name of the Council] and [insert name of the TSO] have been complied with”</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p>	<p>[Not applicable]</p> <p>[Clause 8.8]</p>

THIS LEASE is made on the date set out in clause LR1 of the Particulars

BETWEEN

- (1) The Council; and
- (2) The Third Sector Organisation

NOW THIS DEED WITNESSES as follows

1. DEFINITIONS

In this Lease unless there is something in the subject or context inconsistent therewith the following expressions shall have the following meanings

1.1 Adjoining Premises any nearby property in which the Council has or during the Term acquires a freehold or leasehold interest

1.2 Authorised User [for general community benefit for people in [*geographic location*]
[including but not limited to:

- (a) advancing education;
- (b) improving training and enterprising practice;
- (c) improving opportunities to enter the workplace;
- (d) tackling health inequalities;
- (e) a community nursery;
- (f) a base for the activities of the TSO]] OR

[any use not prohibited by the terms of this Lease as the Council from time to time approves such approval not to be unreasonably withheld or delayed or given subject to unreasonable conditions]

1.3 Insured Risks fire storm lightning tempest explosion flood and in peace time aircraft and articles dropped therefrom and burst pipes accidental sprinkler leakage (if applicable) riot civil commotion and impact by cranes or vehicles and such other risks as the TSO shall from time to time insure in its reasonable discretion Provided Always that if insurance against any one or more of the said risks is not regularly available in the insurance market such risk or risks shall for the purposes of this Lease be deemed to be excluded from the definition of "the Insured Risks"

- 1.4 **Interest Rate** a rate of three per centum above either the base rate of Co-operative Bank from time to time in force or (if such base rate shall have ceased to exist or be published) such other published rate as the Council shall reasonably nominate as being a rate equivalent to what the base rate of Co-operative Bank would reasonably have been expected to be if the same had been in existence and published
- 1.5 **Council** the party specified as the Landlord in clause LR3 of the Particulars and includes the estate owner or estate owners entitled to the immediate reversion to this lease
- 1.6 **Legislation** all existing and future Acts of Parliament and other public or local legislation and European legislation having legal effect in the United Kingdom together with all secondary legislation made under that legislation including statutory instruments and bye laws and any notices orders proposals consents requisitions directions or other communications given or made under that legislation
- 1.7 **this Lease** this Lease and any document which is made supplemental to this Lease or which is entered into pursuant to or in accordance with the terms of this Lease
- 1.8 **Plan** the plan or plans annexed to this Lease
- 1.9 **Service Media** pipes drains wires sewers watercourses channels flues gutters cables conduits inspection chambers manholes culverts soakaways and other similar transmission media and installations and ancillary equipment and references to Service Media being "in" or "on" includes Service Media in on under over or through
- 1.10 **Term** the Term specified in clause LR6 of the Particulars and includes any period of any holding over or of any extension of it whether by statute or at common law or by agreement
- 1.11 **TSO** The third sector organisation named as the Tenant in clause LR3 of the Particulars and includes its successors in title and assigns

2. WHAT THE TSO GETS

2.1 The lease

The Council lets to the TSO the Premises for the Term for the Permitted Use subject to the provisions in this Lease

2.2 The Premises

The Premises specified in clause LR4 of the Particulars and unless the contrary is stated the expression the "Premises" includes any part or parts of the Premises

2.3 [The rights

The Council grants to the TSO and its visitors the following rights:

- (a) of access at all times and for all purposes in connection with the TSO's use of the Premises with or without vehicles over the footpaths and roadways designed for the purpose
- (b) to use and connect to all Service Media not forming part of the Premises from time to time serving the Premises or provided for the benefit of the Premises
- (c) of support and protection for the Premises from the Adjoining Premises
- (d) where works referred to in this clause cannot be reasonably carried out from the Premises, the right to enter the Adjoining Premises with or without workmen, plant and machinery to inspect, repair, maintain, rebuild, renew and clean the Premises subject to the TSO giving as much notice as possible (except in an emergency where no notice is required), minimising any disturbance and inconvenience and causing as little damage as possible and making good any physical damage to the Adjoining Premises]

2.4 [Right to end the lease

- (a) The TSO can end the Lease at any time by serving not less than [six months'] prior notice in writing on the Council
- (b) The TSO must give vacant possession of the Premises on the expiry of its notice for this Lease to end
- (c) The ending of this Lease will not have any effect on any rights or remedies that either party may have against the other]

2.5 [Right to renew this Lease

- (a) At any time in the last year of the Term the TSO may send a written notice to the Council requesting that the Council grants a new lease of the Premises to the TSO
- (b) No premium will be payable by the TSO to the Council for the new lease
- (c) The new lease will be in substantially the same form as this Lease except this clause 2.5 will not be included in it and any revisions to the Lease that are necessary because of the current legislation may be made where they are agreed between the parties who are both to act reasonably
- (d) The TSO will pay the Council's reasonable and proper legal costs for granting the new lease of the Premises on the date of completion of the new lease
- (e) Completion of the new lease will happen 20 working days after the service of the TSO's notice (referred to in clause 2.5(a)) and the term of the new lease will start on the day after the Term has ended]

3. WHAT THE TSO MUST DO

3.1 Pay Rent

To pay a peppercorn on each anniversary of the date of this Lease, the first payment being made today

3.2 Pay Rates and Outgoings

To pay and discharge and indemnify the Council against all existing and future rates taxes duties charges assessments impositions and other outgoings whatsoever which during the Term become payable in respect of or imposed or charged on or in respect of the Premises or upon the owner or occupier of the Premises during the Term except:

- (a) any that the owner is by law bound to pay in spite of any contract to the contrary; and
- (b) any payments that are triggered by any dealing with the Council's interest in the Premises

3.3 Pay Interest

If any monies payable to the Council are not paid:

- (a) on or within seven days of the day appointed for payment (whether the money has been formally demanded or not); or
- (b) if payable on demand, has not been paid within seven days of the demand being made; or
- (c) if the Council, with good reason, refuses to accept the payment of any money due under this Lease

then those outstanding monies will bear interest from the date when they became due until the date of actual payment, that interest being calculated on a daily basis at the Interest Rate

3.4 Pay Council's Costs

To pay to the Council on an indemnity basis all of its properly incurred costs fees charges disbursements and expenses including (but not limited to) those payable to solicitors counsel architects surveyors (in all cases whether or not employed by the Council) and bailiffs:

- (a) in relation to or in contemplation of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 as amended and of any proceedings under Section 146 or 147 of the Act (whether or not any right of re-entry or forfeiture has been waived by the Council or a notice served under Section 146 is complied with by the TSO or the TSO has been relieved under the provisions of the Act and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)
- (b) in relation to the preparation and service of all notices and schedules relating to wants of repair that happened during the Term whether served during or within 6 months of the end of the Term
- (c) in connection with the recovery or attempted recovery of any money due from the TSO or in procuring the remedying of the breach of any of the TSO's covenants
- (d) in relation to any application for consent required or made necessary by this Lease (such costs to include reasonable management and monitoring fees and expenses) whether or not the consent is granted or procured subject to any lawful qualification or condition or whether the application is withdrawn but these costs will not be payable if the consent is unreasonably refused, delayed or given subject to unreasonable conditions in breach of the Council's covenants in this Lease

3.5 Pay VAT

Where the TSO is obliged to:

- (a) pay repay contribute or otherwise account for any sum; and
- (b) that sum is wholly or partly attributable to the supply of goods or services that are within the charge to Value Added Tax under the law for the time being in force

then those sums will be deemed for all purposes to be increased by the amount of Value Added Tax and the TSO will (in spite of anything in this Lease) pay the cost of the Value Added Tax as is chargeable. This obligation does not apply where the Value Added Tax has been charged to the Council by a third party for goods or services supplied by that third party to the Council and is recoverable by the Council as an input tax

3.6 Repairs

- (a) To keep the Premises in repair OR To keep the Premises in no worse condition than is shown in the schedule of condition attached to this lease

(b) To keep the Premises clean and tidy

3.7 Decorations

As often as is needed (in the TSO's reasonable opinion) and also in the last year of the Term to redecorate or otherwise treat (as the case may require) in a proper and workmanlike manner all parts of the Premises

3.8 Statutory Requirements etc

At the TSO's own expense to comply in all respects with all Legislation and any other obligations imposed by law relating to the Premises or their use

3.9 Access to Premises by Council

(a) To permit the Council and all those authorised by the Council at reasonable times (but at any time in emergency) on giving reasonable prior notice (except in an emergency) to enter and remain on the Premises for any of the following purposes:

- (i) to inspect the state of repair of the Premises [or the Service Media]
- (ii) to establish if the provisions of this Lease have been observed
- (iii) to exercise any right granted or reserved to the Council by this Lease
- (iv) for any other purpose connected with the interest of the Council in the Premises

(b) If the Council identifies any repairs that the TSO should have done because they are required by this Lease then it may send a written notice to the TSO. The notice must set out the repairs to be completed and, taking account of the type of repairs, allow a reasonable time period within which to start them. The TSO must try to start and complete any repair works within a reasonable time period and at its own cost

(c) If the TSO does not complete any works set out in a notice sent to it by the Council within a reasonable time period, then the Council and its contractors agents and workmen may without giving any further notice enter the Premises to do any repair works that have not been completed. The Council's properly incurred costs and expenses (including all solicitors' and surveyors' charges and other expenses which are properly incurred by the Council) in connection with completing any repairs pursuant to this clause will be a debt due from the TSO to the Council, which the TSO must repay to the Council on demand

3.10 Removal of Alterations etc

To permit the Council to remove and dispose of any alterations buildings erections or other things which have been erected or placed on the Premises in breach of clause 4.1. The Council will not be responsible for anything removed or for its loss. Any properly incurred expenses of the Council in exercising this right will be repayable by the TSO to the Council on demand

3.11 Use

- (a) To use the Premises only for the Authorised Use
- (b) To tell the Council promptly if the TSO no longer occupies the Premises
- (c) [To keep the Premises open for a minimum of [] hours each week or such other times as the Council and the TSO may agree (each acting reasonably). The TSO will not have to keep the Premises open:
 - (i) on public holidays;
 - (ii) for [] weeks' holiday in each year;
 - (iii) for periods when the Premises are being redecorated, repaired, maintained, cleaned, altered, rebuilt and/or refurbished;
 - (iv) where circumstances that are beyond the reasonable control of the TSO and which it could not have reasonably foreseen make it impractical or impossible or unreasonably costly]

3.12 Indemnities

- (a) To keep the Council fully indemnified from and against all actions proceedings costs claims losses expenses damages demands and liability arising from:
 - (i) the alleged interference with or obstruction of any right or easement existing or alleged to exist for the benefit of other premises over the Premises during the Term
 - (ii) the stoppage during the Term of any of the Service Media upon or serving the Premises used by or in common with other premises
 - (iii) any defect in or the execution of any repairs or alterations to or demolition or rebuilding of the Premises arising during the Term and
 - (iv) any breach or non-observance of any of the covenants on the part of the TSO or other obligations of the TSO contained in this Lease

- (b) Without prejudice to the provisions of Clause 3.12(a) at all times during the Term to indemnify and keep indemnified the Council from and against all actions claims demands and liabilities arising out of any injury damage loss or expense suffered by any person using or calling on the Premises caused by any act or omission by the TSO or any person deriving title under the TSO or any occupier of the Premises or any of their respective agents servants invitees or licensees
- (c) The Council will not be responsible to the TSO or any person deriving title under the TSO or their respective servants agents invitees or licensees in or on the Premises or calling on the Premises for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Premises or when calling upon the Premises and the TSO shall indemnify the Council against all costs claims actions or other liability of any nature for those things. This indemnity will not apply to any accident happening or injury in so far as it is caused by the negligence of the Council or the Council's agents servants invitees or licensees
- (d) To indemnify and keep the Council indemnified against all costs charges fees and expenses of or incidental to the execution of any works or the provision or maintenance of any arrangements directed or required by Legislation

3.13 Defective Premises

To notify the Council of any defect or disrepair it may be liable for under the Defective Premises Act 1972 as soon as it comes to the notice of the TSO or any undertenant of the TSO

3.14 Giving the Premises back at the end of the Lease

- (a) At the end of the Term (however that happens) the TSO will quietly give up the Premises to the Council in the repair and condition prescribed by this Lease
- (b) If the TSO has not fully observed the covenant in Clause 3.14(a) (without affecting any other right of the Council) then it will pay to the Council a sum equivalent to the loss of the Council's income for the time that is reasonably required to carry out the works that the TSO should have done before the Term ended

3.15 Reletting and Sale Notices

To permit the Council or its agents at any time within six calendar months before the end of the Term or at any time if the Council wants to dispose of its interest in the Premises to enter on the Premises and to affix on any suitable part of them (but not in a way that would

interfere unreasonably with the TSO's occupation of the Premises) a notice board for reletting or selling the Premises. The TSO is not to remove or obscure the board and where reasonable prior notice has been given to the TSO, it is to permit all persons with the written authority of the Council or its agents to view the Premises at reasonable hours in the daytime without interruption

3.16 Title Incumbrances

To observe and perform the title incumbrances (if any) set out below in so far as they relate to or affect the Premises and are still subsisting and capable of taking effect

[List title incumbrances]

3.17 Insurance

(a) The TSO will at all times during the Term insure and keep the Premises insured against damage caused by the Insured Risks but:

- (i) the TSO is under no obligation to insure against any risk which is not ordinarily available from time to time from a reputable insurer for the Premises
- (ii) the insurance will be subject to any exclusions conditions and excesses that the insurer requires and
- (iii) the TSO is under no obligation to insure the Premises where the insurance may be or is avoided by any act or omission of the Council any person deriving title under the Council or their respective agents servants invitees and licensees

(b) The insurance will be for the full reinstatement value of the Premises (determined by the TSO at the date on which the premium is paid each year) including (if the TSO decides) the cost of temporarily making the Premises safe and protecting any adjoining structures removing debris demolition site clearance obtaining planning and other statutory and other consents architects' surveyors' lawyers' and other fees complying with the requirements of any statutes or of any authority and Value Added Tax that may be payable on or in respect of any of these costs and fees

3.18 Reinstatement

If the Premises are destroyed or damaged by any of the Insured Risks the TSO will use all of the insurance money it receives (except for architects' surveyors' and other professional

fees and demolition and clearance expenses) to rebuild or reinstate the Premises (but not necessarily to provide accommodation identical in layout) and with such variations (if any) as may be necessary (because of the then existing statutory provisions byelaws and regulations) as soon as is reasonably practical. The TSO's obligation in this clause will not apply if the insurance policy has been made ineffective or made voidable or any insurance monies will be made irrecoverable in whole or in part by any act or default of the Council or any person deriving title under the Council or any of its respective agents servants invitees or licensees and is subject to the following:

- (a) being able to obtain any necessary planning permissions and all other necessary licences approvals and consents which are not subject to any conditions which it would be unreasonable to expect the TSO to comply with;
- (b) the necessary labour and materials being and remaining available;
- (c) not being prevented by war act of God government action strike lock out or any other circumstances beyond the TSO's control

3.19 Notice of Destruction and Damage

In the event of the Premises being destroyed or damaged by any of the Insured Risks the TSO will immediately give written notice of it to the Council.

3.20 Copy Insurance Policy

The TSO will promptly send a copy of its insurance policy to the Council and will promptly tell the Council about any material changes to its insurance policy that may affect the Council's interest in the Premises

4. WHAT THE TSO MUST NOT DO

4.1 Alterations

(a) Not to:

- (i) cut injure or remove or allow the roofs walls floors foundations beams joists timbers or structure of the Premises to be cut injured or removed
- (ii) make any structural alterations or additions to the Premises
- (iii) erect any new building on the Premises

without first getting the Council's consent in writing (such consent not to be unreasonably withheld or delayed or given subject to unreasonable conditions)

(b) Not to erect or attach or allow any mast or aerial to be erected or attached to the Premises that may be protected by the Telecommunications Act 1984

4.2 Planning

(a) Not to:

- (i) make any application for planning permission in relation to the Premises without also simultaneously sending a copy of the application to the Council
- (ii) make an application for permission to change the use of the Premises without first obtaining the Council's consent in writing to the proposed change of use

4.3 Use of Premises

(a) Not to:

- (i) reside or sleep or permit or suffer any person or persons to reside or sleep at the Premises
- (ii) use the Premises for an illegal or immoral purpose or for any noisy or dangerous trade manufacture or business or occupation
- (iii) use the Premises for anything which may be or become a legal nuisance
- (iv) use or occupy the Premises other than for the Authorised User

4.4 Dealings

(a) Not to assign or charge part only of the Premises (as opposed to the whole of the Premises)

- (b) Not to assign the whole of the Premises without first:
 - (i) obtaining the written consent of the Council (and that consent is not to be unreasonably withheld or delayed)
 - (ii) satisfying the circumstances (specified for the purposes of s19(1A) of the Landlord and Tenant Act 1927) set out in Clause 4.4(c) and
 - (iii) complying with the conditions (specified for the purposes of s19(1A) of the Landlord and Tenant Act 1927) set out in Clause 4.4(d)

[The restrictions set out above will not apply where an assignment is made necessary by a holding trustee of the TSO ceasing to be a trustee so that a different person or persons (who have been appointed by the TSO to be a holding trustee) must take an assignment]

- (c) The circumstances referred to in Clause 4.4(b)(ii) are that:
 - (i) in the Council's reasonable opinion there are at the date of the application for the licence to assign no material outstanding breaches of the TSO's covenants under this Lease
 - (ii) in the Council's reasonable opinion the assignee is a person who is likely to be able to comply with the covenants on the part of the TSO contained in this Lease and to continue to be able to comply with them following the assignment
- (d) The conditions referred to in Clause 4.4(b)(iii) are that:
 - (i) if reasonably required by the Council on or before any assignment and before giving occupation to the assignee the TSO covenants by way of indemnity and guarantee with the Council in an authorised guarantee agreement (as described in the Landlord and Tenant (Covenants) Act 1995) with the Council on terms as reasonably required by the Council
 - (ii) if reasonably required by the Council on or before any assignment and before taking occupation the assignee obtains guarantors acceptable to the Council who covenant by way of indemnity and guarantee (and if more than one jointly and severally) with the Council on terms as reasonably required by the Council

- (iii) the assignment or transfer is to another third sector organisation which is constituted for public benefit or as a charity or social enterprise or other similar not for profit organisation acceptable to the Council (acting reasonably)
 - (iv) the prospective assignee covenants with the Council that from the date of the assignment until it assigns this Lease with the consent of the Council it will observe and perform the TSO's covenants and obligations contained in this Lease
- (e) The TSO will ensure that the provisions of Sections 24–28 inclusive of the Landlord and Tenant Act 1954 (as amended by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003) are excluded in relation to the tenancy created by any underlease of the Premises
- (f) The Council and the TSO apply to enter onto the proprietorship register of the title number for the Premises a restriction in the following terms:

“No transfer or lease of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a registered charge registered before the entry of this restriction is to be registered without a certificate signed by the solicitor for [*the Council*] that the provisions of clause 4.4 of a lease dated [] and made between [*insert name of the Council*] and [*insert name of the TSO*] have been complied with”

The TSO will (at its own cost) apply for the registration of this restriction and use reasonable endeavours to procure completion of this registration as soon as reasonably practicable. The TSO will send official copies of its title to the Council within 21 days of receipt of the hard copy notice of completion of the registration
- (g) Within twenty-one days of any assignment charge or underlease of the Premises the TSO will send to the Council's solicitor a certified copy of any relevant document and pay the Council's solicitor's reasonable charge for registration

4.5 Encroachments and Easements

- (a) Not to:
 - (i) block up or darken any windows or lights belonging to the Premises;
 - (ii) block up or obstruct any access of light enjoyed by any Adjoining Premises;

- (iii) permit any new wayleave easement privilege or encroachment to be made or acquired into against on or over the Premises

and in case any wayleave easement privilege or encroachment is made or attempted to be made to the knowledge of the TSO (or which could have been known to the TSO by the exercise of ordinary care diligence or enquiry) to:

- (A) give immediate notice of it to the Council;
- (B) permit the Council and its agents to enter the Premises for the purpose of ascertaining the nature of any such wayleave easement privilege or encroachment;
- (C) at the request of the Council but at the cost of the TSO to adopt such means as may be required by the Council (acting reasonably) to prevent the encroachment or the acquisition of any easement right or privilege

(b) Not to:

- (i) give to any third party any acknowledgement that the TSO enjoys the access of light to any of the windows or openings in the Premises by the consent of that third party;
- (ii) pay to any third party any sum of money or to enter into any agreement with any third party for the purpose of inducing or binding that third party to abstain from obstructing the access of light to any of the windows or openings

and in the event of any person doing or threatening to do anything which obstructs the access of light to any of the windows or openings to:

- (A) notify the Council of this;
- (B) permit the Council to adopt such means as may be required by the Council (acting reasonably) to prevent the obstruction of the access of light

5. COUNCIL'S RIGHTS

5.1 The Council reserves the following rights:

- (a) [to carry out works to any Adjoining Premises and to use them in whatever manner may be desired whether or not in each case the access of light or air to the Premises or any other amenity enjoyed by the Premises is affected
- (b) to use the Service Media in under over or under the Premises for the benefit of any Adjoining Property
- (c) to light, air, support, protection and shelter for any Adjoining Property
- (d) on reasonable prior notice (and without giving any notice in an emergency) to enter and remain on the Premises with or without workmen and plant and machinery to:
- (e) install, inspect, repair, renew, clean, maintain, remove or connect up to any Service Media provided any new Service Media may only be laid under areas of the Premises that are not built on;
- (f) inspect, clean, alter, repair, maintain, renew, demolish or rebuild any Adjoining Premises;]
- (g) inspect the state of repair of the Premises [or the Service Media not part of the Premises];
- (h) to establish if the provisions of this Lease have been observed;
- (i) exercise any rights granted or reserved to the Council in this Lease;
- (j) for any other purpose connected with the interest of the Council in the Premises

Provided the Council causes as little damage as reasonably possible and it makes good any damage that is caused.

5.2 Right to end this Lease (Forfeiture)

- (a) If any of the covenants by the TSO or conditions or agreements on the part of the TSO contained in this Lease are not materially performed or observed then the Council or any person or persons authorised by the Council may at any time re-enter the Premises and the Term granted by this Lease will end. If this happens it is without prejudice to any rights or remedies which the parties may have against the other for any earlier breach of any of the covenants conditions or agreements in this Lease.

- (b) The Council will not be able to end the Lease in the circumstances set out above unless:
- (i) it has first served three months notice of its intention to re-enter the Premises on any mortgagee of the TSO that the Council has received notice of; and/or
 - (ii) where the breach relates to the repair and/or condition of the Premises, the Council has first served notice in writing on the TSO specifying the breach it has identified, setting out the works that it believes should be done and has allowed a reasonable period for the TSO to complete those works.

6. WHAT THE COUNCIL WILL DO

6.1 Allow enjoyment of the Premises

The Council will permit TSO to peaceably and quietly possess and enjoy the Premises during the Term without any interruption by the Council or any person lawfully claiming under or in trust for the Council

6.2 Requirements of Insurers

The Council will observe and perform the terms and conditions of any policy of insurance relating to the Premises in so far as they are to be observed or complied with by it

6.3 Cost of Reinstatement

If the Premises are destroyed or damaged by any Insured Risk at any time during the Term and the insurance money under any insurance against the same is wholly or partly irrecoverable by reason solely or in part of any act or default of the Council any person deriving title under the Council or their respective agents servants invitees or licensees then and in every case the Council will immediately pay to the TSO the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating the Premises (which proportion will if the parties are unable to reach agreement be determined by an arbitrator who will be appointed and will act in accordance with the Arbitration Act 1996)

6.4 Land Registry certificate

The Council will provide the certificate required to register any underlease at the Land Registry within 10 working days of receipt of evidence of compliance with clause 4.4(e)

7. WHAT THE COUNCIL WILL NOT DO

7.1 Invalidate Insurance

The Council will not do any act or allow any act or fail to do anything or allow any failure which would avoid or make the TSO's insurance ineffective

8. MISCELLANEOUS PROVISIONS

8.1 Easements Rights and Privileges

Nothing contained in this Lease will operate to give any easement right or privilege to the TSO other than those expressly granted and the operation of Section 62 of the Law of Property Act 1925 will be excluded from this Lease

8.2 No Representations or Warranty as to User

The Council makes no representation and gives no warranty as to the fitness of the Premises for the purpose for which the TSO or any person deriving title under the TSO intends it to be used

8.3 Notices

Any demand or notice required to be made given to or served under this Lease will be in writing and will be duly and validly made given or served if addressed to the relevant party and delivered personally or sent by prepaid registered or recorded delivery mail addressed (in the case of a company) to its registered office or (whether a company or individual) its last known address

8.4 Council's Release

So far as the law allows the TSO releases the Council from all the obligations of the Council under this Lease with effect from the date on which the Council disposes of its reversion in the Premises

8.5 Exclusion of third party rights

Nothing in this Lease is intended to give any benefit to any person who is not a party to it

8.6 Jurisdiction

This Lease will be governed by English Law and the parties submit to the non-exclusive jurisdiction of the English courts

8.7 [Charity Statements

Where the TSO is a non-exempt charity:

The Premises leased will, as a result of this Lease, be held by or in trust for [charity name], a non-exempt charity, and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 apply.

OR

Where the TSO is an exempt charity:

The Premises leased will, as a result of this Lease, be held by or in trust for [name of charity], an exempt charity].

8.8 [Limitation of Liability

It is agreed that:

- (a) no liability will attach to any person named in this Lease as being part of the TSO for any breach of the TSO's obligations which happens after the Term has ceased to be vested in that person;
- (b) the liability of the TSO or any charity trustee with general control and management of the TSO for any breach of the TSO's obligations will be limited to the amount of the realised value of the TSO's assets that are vested in the charity trustees as trustees of the TSO and nothing contained in this Lease will entitle the Council to pursue exercise or enforce any right or remedy for any breach against the personal estate property effects or assets of any person or persons from time to time comprising the TSO or being a charity trustee (as described above) or against any assets vested in such person which do not form part of the TSO's assets;
- (c) the liability of the TSO and of the charity trustees with general control and management of the TSO to observe and perform the TSO's obligations and their liability in respect of any breach of the TSO's obligations will be joint only and not several]

9. INTERPRETATION

- 9.1 The Particulars form part of this Lease and words and expressions set out in the Particulars are to be treated as defined terms in this Lease
- 9.2 The clause and schedule headings and the table of contents shall not form part of this Lease and shall not be taken into account in the construction or interpretation of any covenant condition or proviso contained in this Lease
- 9.3 [Subject to clause 8.8(c)] If at any time more than one person is the Council or the TSO the obligations of the Council and the TSO (as the case may be) hereunder shall be joint and several
- 9.4 Words importing one gender include all other genders
- 9.5 References to a specific statute include (in the absence of any provision to the contrary in this Lease) any statutory extension modification amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to "statute" or "statutes" includes any derivative regulations or orders
- 9.6 Any covenant by the TSO not to do any act or thing includes an obligation not to knowingly permit that act or thing to be done by another person or to knowingly suffer the same to be done in relation to the Premises
- 9.7 The word "person" includes an individual company or other body or entity legally capable of holding land
- 9.8 The expressions "the parties" and "the parties hereto" mean the Council and the TSO and their successors in title
- 9.9 Words importing the singular include the plural number and vice versa
- 9.10 References to any right of the Council to have access to the Premises shall be construed as extending to any superior landlord and any mortgagee of the Premises and to all persons authorised by the Council and any superior landlord or mortgagee (including agents professional advisers contractors workmen and others)
- 9.11 Any provision in this Lease referring to the consent or approval of the Council shall be construed as also requiring the consent or approval of any mortgagee of the Premises and any superior landlord where such consent shall be required but nothing in this Lease shall be construed as implying that any obligation is imposed upon any mortgagee or any superior landlord not unreasonably to refuse any such consent or approval

IN WITNESS of this Lease the parties have executed this Lease as a deed and it is delivered on the date set out in clause LR1 of the Particulars

[Original]

Executed as a deed

by affixing the common seal of

[NAME OF COMPANY]

in the presence of:

Authorised Signatory

[Counterpart]

Executed as a deed

by affixing the common seal of

[NAME OF COMPANY]

in the presence of:

Director

Director/Secretary

Executed as a deed

by [NAME OF COMPANY]

acting by a director and

its secretary or two directors

Director

Director/Secretary

Executed as a deed by [NAME OF COMPANY]

acting by a director

in the presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

Signed as a deed

by [FULL NAME OF INDIVIDUAL]

in the presence of:

Signature of witness

Name [in BLOCK CAPITALS]

Address