

2024

WOODCHURCH PARISH COUNCIL

and

**WOODCHURCH COMMUNITY INFORMATION
EXCHANGE CIC**

LEASE

Relating to premises known as 'The Hub' office space
and conveniences at The Green, Woodchurch

Wellers Law Group LLP
65 Leadenhall Street
London
EC3A 2AD
Reference: 53122.001

COMMERCIAL LETTING /BUSINESS LEASE	
LR1. Date of lease	2024
LR2. Title number(s)	LR2.1 Landlord's title number(s) K304275 LR2.2 Other title number(s) None
LR3. Parties to this lease	Landlord Woodchurch Parish Council of Keg Barn, Hornash Road, Shadoxhurst, Ashford, England TN26 1HX Tenant Woodchurch Community Information Exchange CIC of The Green, Woodchurch, Ashford, England TN26 3PA
LR4. Property	In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. Refer to clauses "Premises", "Lettable Area" and "Lands" found under the heading Definitions as well as the first paragraph under "Let Premises"
LR5 Prescribed Statements etc	None
LR6 Time for which the Property is leased	The term as specified in this lease under "Term"
LR7 Premium	None
LR8 Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of Acquisition etc	LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land - None LR9.2 Tenant's covenant to (or offer to) surrender this lease - Refer to paragraph 22 under LR9.3 Landlord's contractual rights to acquire this lease - Refer to paragraph under "default"
LR10 - Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 - Easements	LR11.1 Easements granted by this lease for the benefit of the Property - None LR11.2 Easements granted or reserved by this lease over the benefit of other property - None
LR12 Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction Against the title of the Property

This LEASE is dated _____ 2024

BETWEEN

PARTIES

- (1) **Woodchurch Parish Council** of Keg Barn, Hornash Road, Shadoxhurst, Ashford, England TN26 1HX (**Landlord**)
- (2) **Woodchurch Community Information Exchange CIC** of The Green, Woodchurch, Ashford, England TN26 3PA (**Tenant**)

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

This Lease uses the following definitions:

“Additional Rent” means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease

“Act of Insolvency” Act of Insolvency:

- a) the taking of any step-in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
- g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies); or
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant; or
- j) the levying of any execution or other such process on or against, or

taking control of possession of, the whole or any part of the Tenant's asset.

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

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

- “Building”** means the Lands together with all buildings, improvements, equipment, fixtures, property and facilities from time to time thereon, as from time to time altered, expanded or reduced by the Landlord in its sole discretion
- “Insurance Charge”** means the cost to the Landlord of effecting and maintaining the Insurance Policies from, and including any premiums paid and, where relevant, the cost of assessing any insured amounts
- “Insurance Policies”** means the insurance policy or policies maintained by the Landlord in respect of the Premises covering damage by Insured Risks, loss of Rent, public liability and all other insurance relating to the Building as placed by the Landlord from time to time, acting prudently
- “Insured Risks”** means fire, lightning, earthquake, explosion, aircraft (other than hostile aircraft) and other aerial devices or articles dropped from such aerial devices, riot, civil commotion, malicious damage, storm or tempest, bursting or overflowing of water tanks, apparatus or pipes, flood, impact by road vehicles, terrorism (to the extent that insurance against such risks may ordinarily be arranged with an insurer of good repute at reasonable commercial rates) and such other risks or insurance as from time to time be reasonably required by the Landlord

“Open Market Rent” means the best rent which might reasonably be expected to be paid by a willing tenant to a willing landlord for a letting of the whole of the Premises in the open market with vacant possession and without a fine or premium for the residue of the term remaining at the date of review

“Common Areas and Facilities” mean:

- i. those portions of the Building areas, buildings, improvements, facilities, utilities equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be let to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below lettable premises and not included within lettable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities.

“Lands” means the land legally described as the freehold land shown edged in red on the attached plan filed at the Land Registry under Title number K304275 and being known as land lying to the east of Front Road, Woodchurch. Ashford

“Lettable Area” means with respect to any rentable premises, the area expressed in square metres of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the centre line of all interior walls, separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by, or used for, columns, ducts or other structural elements.

“Permitted Use” Office with associated retail and public convenience.

“Premises” means the two rateable hereditaments defined as office space and public convenience at The Former Public Conveniences, The Green, Woodchurch, Kent, TN26 3PA

which is located approximately as shown in Schedule A attached to and incorporated in the Lease

“Rent” means the total of Base Rent and Additional Rent

2. INTERPRETATION

- 2.1 All headings in this Lease are for ease of reference only and will not affect its construction or interpretation.
- 2.2 In this Lease, “includes”, “including” and similar words are used without limitation or qualification to the subject matter of the relevant provision.
- 2.3 In this Lease:
- 2.3.1 “notice” means any notice, notification or request given or made under it;
 - 2.3.2 a notice must be given or made in writing;
 - 2.3.3 where service of a formal notice is required, that notice must comply with and be served in accordance with clause 27; and
 - 2.3.4 an application for Landlord’s consent must be made by formal notice.
- 2.4 References in this Lease to:
- 2.4.1 the Landlord include any other person who becomes the immediate landlord of the Tenant;
 - 2.4.2 the Tenant include its successors in title;
 - 2.4.3 “the Premises” means the whole or an individual part or parts unless inappropriate in the context used;
 - 2.4.4 “adjoining premises” means any land or buildings adjoining or nearby the Premises, whether or not owned by the Landlord (unless express reference is made to the Landlord’s ownership of those premises);
 - 2.4.5 an Act are to that Act as amended from time to time and to any Act that replaces it but references to the Town and Country Planning (Use Classes) Order 1987 are to that Order as in force at the date of this Lease;
 - 2.4.6 the singular include the plural and vice versa, and one gender include any other;
 - 2.4.7 clauses, Schedules and Parts of Schedules are to the clauses, Schedule and Parts of Schedules to this Lease and references to paragraphs are to the paragraphs of the Schedule, or Part of the Schedule, in which the references are made;
 - 2.4.8 approval or consent mean a prior written approval or consent, such approval or consent not to be unreasonably withheld or delayed except where this Lease states that the party whose approval or consent is required has absolute discretion;
 - 2.4.9 any sums being payable on demand or when demanded mean being payable when demanded in writing; and

- 2.4.10 the provision of plans, drawings, specifications or other documents means their provision in hard copy or electronically in PDF format or in any other easily readable format as may be appropriate in the context of the purpose for which they are provided and the nature of the information that they contain, but not in a format that is proprietary to a particular computer system or program that cannot be imported into or easily read by another computer system or program
- 2.5 Obligations in this Lease:
- 2.5.1 owed by or to more than one person are owed by or to them jointly and severally;
- 2.5.2 to do something include an obligation not to waive any obligation of another person to do it; and
- 2.5.3 not to do something include an obligation not to permit or allow another person to do it.
- 2.6 The Tenant will be liable for any breaches of its obligations in this Lease committed by:
- 2.6.1 any authorised occupier of the Premises or its or their respective employees, licensees or contractors; and
- 2.6.2 any person under the control of the Tenant or acting under the express or implied authority of the Tenant.
- 2.7 The Landlord will be liable for any breaches of its obligations in this Lease committed by any person under the control of the Landlord or acting under the express or implied authority of the Landlord.
- 2.8 If a person is under an obligation under this Lease to take a matter into consideration, that person will have reasonable regard to it but the final decision remains at that person's absolute discretion.
- 2.9 Where the consent of the Landlord is required for any assignment, underletting or charge of this Lease, that consent may only be given by the completion of a deed that contains the terms of the consent agreed between the parties, unless the Landlord elects in writing to waive this requirement.
- 2.10 Where either the Landlord or the Tenant has the right to impose regulations or to decide, designate, nominate, request, require, specify, allocate, stipulate or vary any matter or thing under this Lease, that right will be subject to a condition that it will be exercised reasonably and properly except where this Lease states that the party exercising the right has absolute discretion. This clause does not apply to any provisions in this Lease that refer to the parties agreeing something.
- 2.11 Apart from in clause 6, where either the Tenant or the Landlord is obliged to pay any costs that the other incurs (or any proportion of them) under this Lease, those costs must be reasonable and proper and reasonably and properly incurred.
- 2.12 If any provision or part of any provision of this Lease is held to be illegal, invalid or unenforceable, that provision or part will apply with such modification as may be necessary to make it legal, valid and enforceable. If modification is not possible, that provision or part will be deemed to be deleted. The legality, validity or enforceability of the remainder of this Lease will not be affected.

3. DEMISE

- 3.1 The Landlord leases the Premises to the Tenant with full title guarantee:
- 3.1.1 for the Contractual Term;
 - 3.1.2 together with the rights listed in Schedule 1;
 - 3.1.3 excepting and reserving to the Landlord the rights listed in Schedule 2;
 - 3.1.5 subject to any easements, rights and privileges currently existing and affecting the Premises.
- 3.2 The Landlord agrees to let to the Tenant the office space and public convenience municipally described as The Former Public Conveniences, The Green, Woodchurch, Kent, ENG. TN26 3PA (the "Premises") which is located approximately as shown in Schedule A attached to and incorporated in the Lease. The Premises are more particularly described as follows:
- 3.3 The Landlord reserves the right in its reasonable discretion to alter, reconstruct, expand, withdraw from or add to the Building from time to time. In the exercise of those rights, the Landlord undertakes to use reasonable efforts to minimise any interference with the visibility of the Premises and to use reasonable efforts to ensure that direct entrance to and exit from the Premises is maintained
- 3.4 Subject to this Lease, the Tenant and its employees, customers and invitees will have the non exclusive right to use for their proper and intended purposes, during business hours in common with all others entitled to the use of those parts of the Common Areas and Facilities from time to time permitted by the Landlord. The Common Areas and Facilities and the Building will at all times be subject to the exclusive control and management of the Landlord. The Landlord will operate and maintain the Common Areas and Facilities and the Building in such manner as the Landlord determines from time to time.
- 3.5 The Tenant acknowledges that the Landlord or its agent will have the right to enter the Premises at all reasonable times to show them to prospective purchasers, encumbrancers, lessees or assignees, and may also during the ninety days preceding the termination of the terms of this Lease, place upon the Premises the usual type of notice to the effect that the Premises are for rent, which notice the Tenant will permit to remain on them.

4. TERM

- 4.1 The term of the Lease is a periodic tenancy commencing on the date of this lease and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy in accordance with clause 23 (the "Term").

5. RENT

- 5.1 Subject to the provisions of this Lease, the Tenant will pay a base rent of £1.00, payable each year (the "Base Rent"). In addition to the Base Rent, the Tenant will also make payment of the Non Domestic Rates to the appropriate government agencies upon demand.
- 5.2 The Tenant will pay the Base Rent on or before the 1st day of October of each and every year of the Term to the Landlord by electronic bank transfer or by whatever means the Landlord may nominate from time to time.

- 5.3 The Tenant will indemnify the Landlord for all rates, taxes, assessments, duties, charges, impositions and outgoings imposed on the Premises, or any owner or occupier of it, during the Term, including all costs reasonably incurred by the Landlord in connection with appealing against the rating evaluation of the Premises.
- 5.4 The Tenant must not make any legal or equitable deduction, set-off or counterclaim from any payment due under this Lease unless required to do so by law.
- 5.5 All amounts payable by the Tenant under this Lease are exclusive of any Value Added Tax that may be payable from time to time, and the Tenant will pay to the Landlord, the amount of Value Added Tax charged to the Landlord for a Value Added Tax supply made in respect of the Premises that is not recoverable from HM Revenue and Customs.

6. REIMBURSE COSTS INCURRED BY THE LANDLORD

The Tenant must pay on demand the Landlord's costs (including legal and surveyor's charges and bailiff's and enforcement agent's fees) and disbursements in connection with:

- 6.1 any breach of the Tenant's obligations in this Lease, including the preparation and service of a notice under section 146 of the 1925 Act;
- 6.2 any application by the Tenant for consent under this Lease, whether that application is withdrawn or consent is granted or lawfully refused, except in cases where the Landlord is required to act reasonably and the Landlord unreasonably refuses to give consent.

7. USE AND OCCUPATION

- 7.1 The property includes office space and an attached lavatory for use by the general public. The Premises will be used for only the Permitted Use.
- 7.2 Neither the Premises or any part of the Premises will be used at any time during the Term by the Tenant for any purpose other than the Permitted Use.
- 7.3 The Premises are to be used solely by the Tenant for the benefit of the Woodchurch Parish community and other communities within a ten-minute drive by car from the Premises.
- 7.4 The Tenant will use and occupy the Premises for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Woodchurch Community Information Exchange CIC and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continually occupy and utilise the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Tenant.
- 7.5 The Tenant covenants that that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

8. RENT REVIEW

- 8.1 If the Term of this Lease is greater than five years, the Landlord and the Tenant will review the basic rent after each five-year period, following which the new base rent will become effective at the commencement of the following five-year period.
- 8.2 The Landlord and Tenant may agree the new base rent by mutual consent at any time; or
- 8.3 For any rent review, the basic rent will be calculated as being the higher of Base Rent payable immediately before the date of the review and the Open Market Rent on the date of the review.
- 8.4 The rent review will assume that:
- 8.4.1 the Premises are fit for occupation by a willing tenant;
 - 8.4.2 the Premises may be lawfully let for the Permitted Use;
 - 8.4.3 the Landlord and Tenant have complied with their respective obligations in the Lease; and
 - 8.4.4 if the Premises have been damaged or destroyed, they have been fully repaired 16
The rent review will disregard:
 - i. the fact that the Tenant, or any predecessor or subtenant, occupied the Premises;
 - ii. any goodwill attached to the Premises because of the Tenant's occupation;
 - iii. any work done to the Premises that was not done pursuant to an obligation in this Lease; and
 - iv. any activities on, or work done to, any adjoining premises
- 8.5 If the Landlord and Tenant cannot agree on the basic rent on the date of the review, either the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint an arbitrator to determine the Open Market Rent, in arbitration conducted in accordance with the Arbitration Act 1996, which determination will be binding on the Landlord and Tenant
- 8.6 If the arbitrator is incapable or unwilling to act, the Landlord or Tenant may request the President of the Royal Institution of Chartered Surveyors to appoint a replacement.
- 8.7 The results of the rent review will be recorded in a memorandum that will be signed by the Landlord and Tenant.
- 9. UTILITIES AND OTHER COSTS**
- 9.1 The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewerage, telephone and broadband.
- 10. INSURANCE**
- 10.1 The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should enquire of the Tenant's insurance agent regarding a Tenant's Policy of Insurance.
- 10.2 The Landlord shall insure the Premises for its full reinstatement value and provide the Tenant with a copy of the policy upon request.

Commented [PG1]: WPC have asked that reference to Open Market Rent is removed, please confirm if you have a preferred alternative to this calculation? At clause 8.2 The Landlord & Tenant may agree mutually, or if unable to agree then the open market rent calculation would be effective? Please confirm how the PC would see the rent review operating. Given that the lease is currently £1 per annum, any increase will likely need to be quite low in order to be agreed.

Commented [PG2]: Please confirm who is to effect buildings insurance? Will the Tenant pay the Council back for this or will the PC pay for this themselves?

10.3 The Tenant is to effect an insurance policy with a reputable company to be approved by the Landlord to cover third party and public liability claims which could be made against them both to the extent of not less than £5 million pounds in respect of any one claim and renew such policy on the renewal date. For the avoidance of doubt the insurance shall be continuous throughout the period of this Lease.

10.4 The Tenant will provide proof of all insurance to the Landlord immediately upon request.

11. RE-ENTRY AND FORFEITURE

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

- a) the rent or any other sum due under this lease is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- b) any breach of any condition of, or tenant covenant in, this lease;
- c) an Act of Insolvency.

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

13. INSPECTIONS AND LANDLORD'S RIGHT TO ENTER

13.1 Tenant acknowledges that it has inspected the Premises, including the goods and all buildings and improvements, and that they are, at the time of execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.

14. ALTERATIONS

14.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property.

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

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

14.4 The Tenant must not carry out any alterations or additions to the Premises that will have a material adverse impact on the Environmental Performance of the Building.

14.5 The Tenant shall not affix to or erect upon or near the Premises any radio to TV antenna or tower, or satellite dish without the Landlord's prior consent.

14.6 The Tenant shall not install or affix upon or near the Premises any plan, equipment, machinery or apparatus without the Landlord's prior consent.

14.7 place or expose or allow to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose without the Landlord's prior consent.

14.8 The Tenant shall not paint, wallpaper, redecorate or in any way significantly altering the appearance of the Premises without the Landlord's prior consent.

15. REPAIRS AND DECORATION

- 15.1 The Tenant shall keep the Premises clean and tidy and clear from rubbish.
- 15.2 The Landlord shall keep the Premises in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
- 15.3 The Landlord shall decorate the outside and of the Property as often as is reasonably necessary.
- 15.4 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

16. MAINTENANCE

- 16.1 The Landlord will keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term any renewal of this Lease.
- 16.2 In particular, the Landlord will keep the fixtures in the Premises in good order and repair. The Landlord will make all required repairs to the plumbing, heating apparatus and electric fixtures.
- 16.3 The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
- 16.4 The Landlord will also perform the following maintenance in respect of the Premises: Any repairs whatsoever to the public convenience.

17. CARE OF THE PREMISES

- 17.1 The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
- 17.2 The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort, convenience or amenity of any adjoining residential premises.
- 17.3 The Tenant will not engage in any illegal trade or activity on or about the Premises.
- 17.4 The Landlord and Tenant will comply with standards of health, sanitation, fire and safety as required by law.

18. TENANT CHATTELS

- 18.1 The Tenant agrees to supply the following chattels:
 - a) Work-desk and table
 - b) Desk chair and three other chairs
 - c) Small refrigerator
 - d) Literature and card racks
 - e) Fire-extinguishers
 - f) Filing Cabinet
 - g) Photocopier
 - h) Kitchen unit
- 18.2 The Tenant shall be required to ensure that all fire-fighting equipment is inspected and maintained as often as is necessary.

18.3 The Tenant shall be required to ensure that any electrical equipment requiring PAT testing is regularly inspected and maintained as often as is necessary.

19. ABANDONMENT

19.1 If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realised by the Landlord by means of the reletting. If the Landlord's right of re-entry is exercised following abandonment of the premises by the Tenant, then the

19.2 Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper in compliance with the Torts (Interference with Goods) Act 1977 and is relieved of all liability for doing so.

20. ASSIGNMENT AND SUBLETTING

20.1 The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease without the prior written consent of the Landlord in each instance.

20.2 If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

20.3 The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.

20.4 The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

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

21. BULK SALE

21.1 No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld as long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

22. RETURNING THE PROPERTY TO THE LANDLORD

Commented [PG3]: Is this still relevant?

22.1 At the end of the term the Tenant shall return the Premises to the Landlord in as good a state and condition as they were at the commencement of this Lease, with reasonable use and wear and damages by the elements excepted.

23. TERMINATION

23.1 This Lease shall continue indefinitely until it is terminated in accordance with any of the following:

- a) the expiry of any notice given by the Landlord to the Tenant at any time of breach of any of the Tenant's obligations contained in this lease.
- b) the expiry of not less than 8 weeks' notice to terminate given by the Landlord to the Tenant.
- c) in the event that the Tenant ceases to exist as constituted at the date of this Lease or in the reasonable opinion of the Landlord becomes moribund.

23.2 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this agreement.

23.3 On the date of termination the Tenant shall have removed all chattels and fittings from the Premises making good any damage caused and ensure the Premises is returned Landlord with vacant possession.

24. RULES AND REGULATIONS

24.1 The Tenant will obey all rules and regulations posted by the Landlord, regarding the use and care of the Premises, car park and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

25. INDEMNITY

25.1 The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

26. LANDLORD'S COVENANTS

26.1 Quiet enjoyment

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

26.2 Repayment of Rent

The Landlord shall refund any Rent, Insurance Rent or any other sums paid in advance by the Tenant in relation to the period falling after the date of termination of the lease however it ends within 30 Business Days.

27. ENTIRE AGREEMENT

- 27.1 This lease constitutes the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 27.2 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 27.3 Nothing in this clause shall limit or exclude any liability for fraud.

28. NOTICES, CONSENTS AND APPROVALS

- 28.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and for the purposes of this clause fax and email are not in writing; and given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 28.2 If a notice complies with the criteria in clause 39, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- 28.2 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 28.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 28.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

- 28.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (a) the approval is being given in a case of emergency; or
 - (b) this lease expressly states that the approval need not be in writing.
- 28.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

28.7 in the case of the Current Guarantor, notice should be served at the address of that party set out in the deed or document under which they gave the guarantee.

29. GOVERNING LAW

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

30. JURISDICTION

30.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

31. DETERMINATION

31.1 If the Tenant wishes to determine this lease at the expiry of the third year of the Term and gives to the Landlord not less than six months' notice of that wish and up to the time of the determination pays the Rents gives vacant possession of the Property and is not materially in breach of the covenants contained in this lease then on expiry of the notice the Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued to either party.

32. CAPITAL ALLOWANCES

32.1 Any capital allowances shall be claimed by the Landlord.

33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

SCHEDULE 1

THE RIGHTS

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Building pursuant to paragraph 1.3.3 of Schedule 2 and this right shall then apply in relation to the Service Media as re-routed or replaced.

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SCHEDULE 2

THE RESERVATIONS

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Building (excluding the Property)) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with the terms of this lease, the right to enter the Property:
 - 1.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - 1.2.2 to carry out any works to any other part of the Building; and
 - 1.2.3 for any other purpose mentioned in or connected with:
 - 1.2.3.1 this lease;
 - 1.2.3.2 the Reservations; or
 - 1.2.3.3 the Landlord's interest in the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - 1.3.1 use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - 1.3.2 install and construct Service Media at the Property to serve any other part of the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Building or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit provided that any such works do not interfere materially adversely affect with the Tenant's rights under this lease exercise of the Rights.
 - 1.5 Subject to the Landlord complying with terms of this lease, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 Subject to the Landlord complying with the terms of this lease, the right from time to time to:
 - 1.6.1 designate alternative areas, routes or facilities over which the Rights may be exercised; or
 - 1.6.2 prevent or restrict access to any of the Common Parts if reasonably required to enable works to be carried out to any part of the Building or in case of emergency.
 - 1.7 Subject to the Landlord complying with the terms of this lease, the right from time to time to designate which of the Common Parts may be used by the Tenant on foot only, by vehicles only or both on foot and by vehicles and this shall include the right to specify which type,

size, and weight of vehicles are permitted to use any of those Common Parts designated by the Landlord for use by vehicles.

2. The Reservations:

2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

2.2.1 the Landlord;

2.2.2 anyone else who is or becomes entitled to exercise them; and

2.2.3 anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

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

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

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

Signed by for and on behalf of **WOODCHURCH**
PARISH COUNCIL
By two Councillors

in the presence of a Clerk

Signed by []
for and on behalf of **WOODCHURCH**
COMMUNITY INFORMATION EXCHANGE
CIC
in the presence of:

Signature of Witness

Name of Witness

Address of Witness
.....
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