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Town Clerk,  
Saltash Town Council,  
The Guildhall,  
Lower Fore Street,  
Saltash, PL12 6JX.

Your Ref:

Our Ref: CEN.CT.SALT0001-13/0001-14

Date: 18<sup>th</sup> August 2017

Dear Ray,

**Re: Leases for Public Conveniences at Belle Vue Road and Longstone Park**

These Leases are almost in identical terms the only difference being the description of the properties and their locations.

I am therefore enclosing a copy of the approved Lease for the Belle Vue Road premises and have the following observations:-

The term of the Lease is for 99 years and Cornwall Council will insure the building and I enclose a copy of the property module with the information about the risks covered.

The annual rent of a peppercorn will not be collected and is a legal device to denote the relationship of Landlord and Tenant between the two Councils.

There are rights for the supply of utilities and other services both to and from the property and the Council will be obliged to keep the property clean and tidy and in a state of repair no worse than at the beginning of the Lease.

I understand that there is a schedule as to the present condition of both premises.

In case I have not provided it before I enclose a copy of Public Conveniences Standards which contains guidance as to the Town Council's obligations that will arise under the Lease.

The Town Council must maintain public liability and third party insurance policies of at least £5,000,000.00.

The Council would be able to break the Lease by serving a Break Notice on the Landlord.

This is the notice in Schedule 1 of the Lease. At least 6 months' notice must be given by the Council and the Town Council would be liable to remedy any breaches existing at the time of service of the Break Notice.

The Lease being a commercial Lease will not have the protection of Sections 24-28 of The Landlord and Tenant Act 1954.

This is not unusual and merely preserves for Cornwall Council the flexibility of not having to renew the Lease with the Town Council at the end of the initial contractual term. A Statutory Declaration will need to be signed by the Council to acknowledge this and those formalities will be completed at the same time as the Lease.

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The County Council are putting the requirement for a Fire Risk Assessment for the premises onto the Town Council so can you organise this for both premises.

I've advised the County Council that the Leases are approved and I'll contact you shortly as to the signing of the documents and declaration.

Yours sincerely

**C E NICHOLLS**

Enc:

## **Public Conveniences – Service Standards Information (Leasehold transfers).**

### **Overview**

The provision of public conveniences is a non statutory function for local authorities. However, Cornwall Council understands the requirement and the benefits that public convenience provision can bring to local communities.

This document sets out the service standards which the town and parish councils are required to achieve so as to manage and maintain facilities to a suitable standard.

This document is aimed at supporting town and parish councils to successfully manage and procure services, as it will provide the levels of service which are required to meet both statutory and non statutory service requirements.

The outcome which is required is, to provide suitable facilities to the public and ensure that public conveniences provided are clean, safe and fully operational throughout the agreed opening times.

### **IMPORTANT**

It is important to note that some requirements are driven by the need to comply with statutory legislation and therefore must be carried out within the requirements of the specified legislation. It is also important to point out that under a lease arrangement your Council or group will need to maintain a safe and legally compliant facility for the community to use. As the leaseholder looking after the building and operational management of the facility, you will have certain responsibilities.

As a leaseholder of the public conveniences these service standards will provide you with the necessary information to enable you to develop your own local management and maintenance regime for the operation of public toilets. This document may also assist you in asking the right questions of any contractor that you may be asking to undertake work for you.

### **Service Delivery Objective for public conveniences:**

To provide suitable facilities to the public and ensure that public conveniences provided are clean, safe and fully operational throughout the agreed opening times.

The following will need to be taken into account when taking on the management of public toilets:

**Ensuring that the public conveniences are safe and clean to use.**

**1. Cleaning**

In order to ensure that all reasonable steps are taken to safeguard users and staff accessing the facility the following steps need to be taken:

- Suitable warning signs need to be erected to inform users of any hazards as a result of cleaning operations, should part of the toilets remain in use during those operations.
- All fixtures and fittings need to be checked to ensure they are properly secured and in good working order. The facilities should also be checked for cleanliness and these actions should be carried out prior to opening.
- Suitable stock levels of materials for cleaning and re-supply of the various dispensers need to be maintained by the lessee in order to keep the facility running efficiently. This is likely to include: Toilet rolls, paper towels, soaps, disinfectants, de-scaling agents, cleaning fluids, polish and de-greasants. Cleaning materials need to be compatible with each other and the surfaces to which they are applied. The use of products containing Chlorofluorocarbons (CFC's) must be avoided.
- It can be helpful and can give public confidence in the facility by displaying cleaning schedule information i.e. when the last clean was carried out and when the next one is due, we would recommend doing this.
- All surfaces including walls, ceilings, doors, ledges, partitions, windows and light fittings need to be kept free of dust, grime, graffiti, fouling, insects, cobwebs and other deposits. Floors, drainage channels and gullies should be disinfected.
- Sanitaryware and all feeding, connecting and drainage pipework, including lavatory pans, seat, cisterns, handle, chains, pedals, basin, taps, mirrors, "Wallgate" or other similar handwash/drier units and urinals need to be kept free of dust, grime, graffiti, fouling, insects, cobwebs and other deposits.
- Chromium and other Brightwork should be cleaned using approved products for the purpose.
- External walls and surfaces should be free from Graffiti. Gutters, downpipes and drains should be cleaned out and wiped down to prevent malfunction and flooding/damage to the building.

- Paths, hard standing areas, steps, grass and vegetation within the defined area of the facility, or providing access to it should be maintained free of litter, weeds, fouling, grass and other deposits.
- Periodic deep cleansing using steam cleaning or power washing equipment needs to be carried out. This will be determined by levels of use.

*Please Note: To give an indication of the cleaning regime operated by Cornwall Council, facilities will receive up to 4 cleans per day, depending on the level of use they attract and their location. Local need will determine the best times to carry out the required number of cleans to maintain a clean, safe and efficient facility for the public to use. Rather than set out a rigid cleaning regime for the lessee to adhere to, Cornwall Council would rather agree an outcome based condition that the facility needs to be maintained in.*

## **2. Drug related Litter**

This is an issue that some facilities will experience and therefore must be considered to ensure that user safety is maintained when accessing a public conveniences.

Suitable disposal methods for drug related litter, including sharps (for example - needles) need to be provided. Keeping a record of such litter will assist in the management of such misuse so a log of the amount and type of litter needs to be kept. Because of the hazards and perceptions that such litter creates, current practice for is to aim to remove such litter within an hour of receiving a report of its presence, and as the building owner we feel this is a standard that should be maintained as part of the lease arrangements for public and staff safety.

## **3. Disposal of sanitary waste**

A suitable sanitary bin, rectangular in shape and not fixed down is needed in each female, baby change and disabled cubicle. Notices on their use need to be displayed in an appropriate position.

Bins need to be emptied regularly, in order that they don't spill over and to prevent odour.

## **4. Legionella testing**

Legionellosis is the collective name given to the pneumonia-like illness caused by legionella bacteria. This includes the most serious legionnaires' disease, as well as the similar but less serious conditions of Pontiac fever and Lochgoil head fever.

People can catch Legionnaires' disease by inhaling small droplets of water, suspended in the air, containing the bacteria. Certain conditions increase the risk from legionella, including:



- water temperature between 20–45 °C, which is suitable for growth
- creating and spreading breathable droplets of water, e.g. aerosol created by a cooling tower, or water outlets
- stored and/or re-circulated water
- a source of nutrients for the organism e.g. presence of sludge, scale or fouling

Therefore all cold water should be delivered at the outlet and stored at a temperature less than 20 °C and the results recorded in a suitable log book. Temperatures need to be taken from the sentinel outlets on each system monthly along with a percentage of others to ensure that all outlets are tested. The systems should not be used if measurements exceed the limit and appropriate remedial action should be taken.

Meeting your statutory obligations in respect of Legionella should be determined by a risk based exercise. Cornwall Council has a monthly sampling regime that records and logs the necessary readings in order to monitor to a level that it deems appropriate to the risk presented.

Further information can be found on the Health and Safety Executive web pages here: <http://www.hse.gov.uk/legionnaires/what-is.htm> and the Approved Code of Practice (ACoP) for the control of Legionella bacteria in water systems can also be accessed here: <http://www.hse.gov.uk/pubns/books/l8.htm>

It is possible to undertake the monitoring yourselves, if appropriate training and equipment is in place. However should you wish for a third party to undertake the monitoring for you, a number of companies offer services on the internet.

### **5. Fixed Wiring Testing**

Testing of the fixed wiring needs to be carried out in accordance with the NICEIC Standard by an approved contractor. Should you need it, more information on the NICEIC can be found here: <http://niceic.com/>

### **6. Cesspits and Septic Tanks**

Any covers over cesspools and drainage systems should be inspected on each visit to ensure their serviceability and proper fitting.

A suitable system shall be put in place to ensure the cesspits and septic tanks are managed effectively and emptied in accordance to the demand

### **7. Asbestos**

All premises should be regularly audited against an asbestos register to ensure that asbestos containing materials are still in a good condition and remain undamaged. This will ensure that you are not inadvertently putting your staff/contractors at risk. A record of re-inspections should be kept in the register.

The asbestos register should be based on the asbestos surveys so, normally, it should contain the same details such as;

- Site details
- Details of surveys and re-inspections
- Areas not surveyed
- Drawings
- ACM locations
- Material types
- Asbestos types
- Condition
- Surface treatments i.e. painted, bare
- Photos

Where practical the register should be kept on site but if this is not feasible due to the nature of the building then a notice must be displayed advising where a copy can be inspected. No works shall take place until the register has been read and signed.

As it is not known what materials are contained within each building a presumption that the buildings may contain asbestos must be made.

#### **8. General points such as opening times, building maintenance, waste management**

##### **Opening and closing the facility**

In terms of minimum opening periods, the public conveniences will either be classed as seasonal or non seasonal. In non seasonal cases, the facility should be open all year round. In seasonal cases, the season runs from 1<sup>st</sup> April to 30<sup>th</sup> September but should the local need suggest that extending the opening times or period would be well received, the lessee is free to extend this. If a grant is being paid to assist with the costs of running the facility, Cornwall Council is providing this on the basis that the service is available for a broadly similar period of time as has been the case, save for local variances in peak times and need.

In all cases, the facility should be open in a clean condition during opening times.

At the time of locking, a check to ensure that no one is within the building (bearing in mind deaf people may not hear calls and that people may be asleep in cubicles) needs to be carried out.

In view of potential vandalism issues and misuse of the facility, it should be locked overnight when not in use where the infrastructure allows such locking to take place.

Signage affixed to the external door of the facility should be displayed to inform the public should it be necessary to close the facility, this can give details of any appropriate facility that the public can be directed to as an alternative.



### **Building management and maintenance**

The lessee should satisfy themselves that any work undertaken on the facility is carried out by suitably experienced, skilled and qualified staff.

### **Planned and Reactive Building Maintenance**

Where the lessee has a lease on a 'full repairing' basis:

The lessee will need to consider and have in place a suitable planned and reactive maintenance programme in place. They should retain an up to date list of suitable contractors who can be called upon should the need arise. A 2hr attention period is the standard that should be sought following notification of an issue. Contractors should be able to carry out works to make the facility safe and prevent further damage until a full repair can be made.

### **Waste management**

Litter, sweepings, empty chemical containers and waste arising from cleansing operations at the facility are deemed to be Commercial Waste in accordance with Schedule 4 of the Controlled Waste Regulations 1992, issued by the Secretary of State for the Environment (Statutory Instrument 1992 No 588). Disposal of waste arising from the cleansing of the facility is the responsibility of the lessee in conjunction with the operator carrying out those operations and they must ensure that appropriate collection is carried out and that the costs of such are met.

The Code of Practice in respect of 'Waste Management: The Duty of Care' issued by the Secretary of State for the Environment in accordance with Section 34(7) of the Environmental Protection Act 1990 must be observed. More details can be found here: <http://archive.defra.gov.uk/environment/waste/controls/documents/waste-man-duty-code.pdf>

### **Should things go wrong – blockages, call outs**

#### **i) Blockages**

Prompt attention to deal with blockages is essential to minimise disruption to service provision and to prevent damage to the fabric of the building itself.

Depending on the management arrangements, blockages should be dealt with in one of the following ways:

A) The responsibility of dealing with blockages will rest with the lessee if the lease is on a 'full repairing' basis, i.e. where the lease provided is to carry out the cleaning and maintenance of the facility.

B) Where the local arrangement is for the local parish council or other group to carry out the cleaning of the facility only, reasonable steps to clear the blockage must be carried out by the lessee. In practice this would mean ensuring that pans and traps are free of waste materials and that plunging has taken place. A blockage remaining after these steps have been taken then rests with Cornwall Council to remedy and a call should be made to Cornwall Council to arrange a visit.

## **ii) Call outs**

Where the lessee has a lease on a 'full repairing' basis:

The lessee will need to consider and have in place a suitable call out emergency procedure. They should retain an up to date list of suitable contractors who can be called upon on a 24 hour basis should the need arise. A 2hr attention period is the standard that should be sought following notification of an issue. Contractors should be able to carry out works to make the facility safe and prevent further damage until a full repair can be made.

Where the local arrangement with the parish council or other body is to carry out the cleaning only, the responsibility for managing emergency call outs is retained by Cornwall Council and they should be informed promptly when the need arises.

## General Property (GP)

General property insurance covers Council owned and leased buildings along with it's contents, including LEA schools, against the following perils: **fire, lightning, storm damage and burst pipes**. This includes damage to electrical equipment caused by the surge of electrical power from a lightning strike.

Please note that the form below should only be used for vandalism to the fabric of your building, all contents, windows, doors and roofs are covered by the theft, vandalism and accident scheme and has a seperate claim form.

### Printable Claim Forms:

- [Property Claim Form](#)

General property insurance covers Council owned and leased buildings along with it's contents, including LEA schools, against the following perils: **fire, lightning, storm damage and burst pipes**. This includes damage to electrical equipment caused by the surge of electrical power from a lightning strike.

Please note that the form below should only be used for vandalism to the fabric of your building, all contents, windows, doors and roofs are covered by the theft, vandalism and accident scheme and has a seperate claim form.

DATED \_\_\_\_\_ 2017

**LEASE**

relating to

**PUBLIC CONVENIENCES, BELLE VUE ROAD, SALTASH CORNWALL**

between

**THE CORNWALL COUNCIL**

and

**SALTASH TOWN COUNCIL**

## **PRESCRIBED CLAUSES**

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

### **LR1. Date of lease**

2017

### **LR2. Title number(s)**

#### **LR2.1 Landlord's title number(s)**

CL23242 and CL230476

#### **LR2.2 Other title numbers**

None

### **LR3. Parties to this lease**

#### **Landlord**

THE CORNWALL COUNCIL

County Hall, Treyew Road, Truro, Cornwall, TR1 3AY

#### **Tenant**

SALTASH TOWN COUNCIL

The Guildhall, 12 Lower Fore Street, Saltash, Cornwall PL12 6JX

### **LR4. Property**

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

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

### **LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

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



None.

**LR6. Term for which the Property is leased**

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

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements as specified in clause 3 of this lease.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

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

Not applicable

This lease is dated \_\_\_\_\_ 2016

## **PARTIES**

- (1) The Cornwall Council of County Hall, Truro, Cornwall, TR1 3AY (**Landlord**).
- (2) Saltash Town Council of The Guildhall, 12 Lower Fore Street, Saltash, Cornwall PL12 6JX (**Tenant**).

## **AGREED TERMS**

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in this lease.

#### **1.1 Definitions**

**Annual Rent:** rent at the rate of one peppercorn per annum, if demanded.

**Break Date:** a date which is at least 6 months after service of the Break Notice.

**Break Notice:** Written notice to terminate this lease in the form set out in Schedule 1 specifying the Break Date

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (SI 2015/51).

**Common Parts:** means the roads, paths, Service Media and other parts of the Estate other than the Property.

**Contractual Term:** a term of 99 years beginning on, and including the date of this lease and ending on, and including \_\_\_\_\_ 2116.

**Default Interest Rate:** 4% per annum above the Interest Rate.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Estate:** each and every part of the adjoining and neighbouring property in the Landlord's registered title numbers CL23242 and CL230476 excluding the Property.

**Insured Risks:** means fire, storm and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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

**LTA 1954:** Landlord and Tenant Act 1954.

**Permitted Use:** use as:

- (a) public conveniences for use by members of the public; and
- (b) such other use or uses as the Landlord may from time to time consent to.

**Plan:** the plan attached to this lease.

**Property:** Public Conveniences, Belle Vue Road, Saltash Cornwall shown edged in red on the Plan but excluding any Service Media in, on, under or over that unit (whether in existence at the date of this lease or installed during the perpetuity period) that are used by that unit in common with any other part of the Estate.

**Recommendation Report:** a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (*SI 2012/3118*).

**Rent Payment Date:** the commencement of the term and each anniversary thereof.

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

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

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the registers of title numbers CL23242 and CL230476.

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

**VATA 1994:** the Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the **Common Parts**, the **Estate** and the **Property** are to the whole and any part of them or it.
- 1.7 The expression **neighbouring property** does not include the Estate.
- 1.8 A reference to the **term** is to the Contractual Term.
- 1.9 A reference to the **end of the term** is to the end of the term however it ends.
- 1.10 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 38.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 38.6.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in London.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.



- 1.15 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to **writing** or **written** does not include fax or email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

## **2. GRANT**

- 2.1 The Landlord lets with limited title guarantee the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - (a) the Annual Rent and all VAT in respect of it;
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## **3. ANCILLARY RIGHTS**

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

- (a) the right to use the Common Parts for access to and egress from the Property;
  - (b) the right to use and to connect into any Service Media at the Estate 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 subsequently installed or constructed on or after the commencement of the Contractual Term; and
  - (c) the right to enter the Common Parts so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord as mentioned in clause 28.1.
- 3.5 The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
- 3.6 In relation to the Right mentioned in clause 3.1(a), the Landlord may, at its discretion, change the route of any means of access to or egress from the Property over the Estate.
- 3.7 In relation to the Rights mentioned in clause 3.1(b), the Landlord may, at its discretion, re-route or replace over the Estate any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
- 3.8 In exercising the Right mentioned in clause 3.1(c), the Tenant shall cause as little inconvenience and damage to the Common Parts and the other tenants and occupiers of the Estate as is reasonably practicable and shall promptly make good (to the satisfaction of the Landlord) any damage caused to the Common Parts by reason of the Tenant exercising that Right.
- 3.9 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Common Parts or any

neighbouring property nor is to be taken to show that the Tenant may have any right over the Common Parts or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

#### **4. RIGHTS EXCEPTED AND RESERVED**

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

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are subsequently installed or constructed on or after the commencement of the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Estate (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
- (c) at any time during the term, the full and free right to develop any part of the Estate (other than the Property or (subject to clause 4.1(f)) or any part of the Common Parts over which rights are expressly granted by this deed) and any neighbouring or adjoining property in which the Landlord acquires an interest during the Contractual Term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property or on the Estate and attach it to any building on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to re-route any means of access to or egress from the Property to change the areas over which the Rights mentioned in clause 3.1 to be exercised; and
- (g) the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(b) are exercised,

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



- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and
  - (b) for any other purpose mentioned in or connected with:
    - (i) this lease;
    - (ii) the Reservations; and
    - (iii) the interest of the Landlord in the Property or the Estate.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
- (a) physical damage to the Property; or
  - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **5. THIRD PARTY RIGHTS**

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

## **6. THE ANNUAL RENT**

The Tenant shall pay the Annual Rent and any VAT in respect of it if demanded by one instalment in advance on or before the Rent Payment Date.

## **7. LANDLORD'S INSURANCE**

7.1 Subject to clause 7.2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

7.2 The obligation of the Landlord to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

7.3 The Tenant shall pay to the Landlord on demand:

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

7.4 The Tenant shall:

- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and shall give the Landlord notice of that matter;
- (b) not do or omit anything as a result of which any policy of insurance of the Estate or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;



- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
- (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property (other than in respect of plate glass or any part of the Property installed by the Tenant);
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Estate refuse to pay (in relation to the Estate) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.

7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Property to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild the Property after a notice has been served pursuant to clause 7.6.

7.6 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.

## **8. TENANT'S INSURANCE**

8.1 The Tenant shall maintain at all times public liability and third party liability insurance to a value of at least £5,000,000 for any one claim.

- 8.2 The Tenant must produce to the Landlord on demand a copy of the current insurance policy or policies and last renewal receipt.

## **9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 9.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

## **10. UTILITIES**

- 10.1 The Tenant shall pay all costs in connection with the supply and removal of heat, electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 10.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

## **11. COMMON ITEMS**

- 11.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Estate but used or capable of being used by the Estate in common with other land for the benefit of the Property.
- 11.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

## **12. VAT**

- 12.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 12.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person except, to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

## **13. DEFAULT INTEREST**

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

## **14. COSTS**

- 14.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease; or
  - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; or
  - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
  - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).



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

**15. COMPENSATION ON VACATING**

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

**16. SET-OFF**

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

**17. ASSIGNMENTS**

- 17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 17.2 The Tenant shall not assign part only of this lease.
- 17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) where reasonably required, a condition that the assignor enters into an authorised guarantee agreement which:
    - (i) is in respect of all the tenant covenants of this lease;
    - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
    - (iii) imposes principal debtor liability on the assignor;
    - (iv) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and

- (v) is otherwise in a form reasonably required by the Landlord;
  - (b) a condition that a person of financial standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form reasonably required by the Landlord;
  - (c) a condition that the Tenant pays to the Landlord all rents and other sums which have fallen due under this lease prior to assignment;
  - (d) a condition regarding remedial works required by the Landlord; and
  - (e) a condition that if at any time prior to assignment any of the circumstances in clause 18.4 apply the Landlord may revoke its consent by written notice to the Tenant.
- 17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the application of the Tenant for consent to assign the lease:
- (a) the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied; or
  - (b) in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the covenants of the Tenant and conditions contained in this lease; or
  - (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954; or
  - (d) the assignee is resident overseas.
- 17.5 Nothing in this clause 17 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.

## **18. UNDERLETTINGS**

- 18.1 The Tenant shall not underlet part only of the Property.
- 18.2 The Tenant shall not underlet the whole of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.



18.3 The Tenant shall not underlet the whole of the Property:

- (a) together with any property or any right over property that is not included within this lease;
- (b) at a fine or premium or reverse premium; and
- (c) allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.

18.4 The Tenant shall not underlet the whole of the Property unless, before the underlease is granted, the Tenant has given the Landlord:

- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
- (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

18.5 Any underletting by the Tenant shall be by deed and shall include:

- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
- (b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet (but this shall not prevent an underlease providing for a rent-free period of a length permitted by clause 18.3(c));
- (c) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease (insofar as they relate to the underlet property and the rights granted to the undertenant), except the covenants to pay the rents reserved by this lease; and
- (d) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease; and
- (e) appropriate tenant covenants requiring the undertenant to pay an appropriate proportion of:
  - (i) the costs of the insurance of the property demised by the underlease; and

- (ii) the repair, maintenance and decoration of any property which does not form part of the underlet property but over which the undertenant is granted rights by the underlease in a form first approved by the Landlord (such approval not to be unreasonably withheld or delayed); and
- (iii) rates, taxes and other impositions payable in respect of the property demised by the underlease; and
- (iv) all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the property demised by the underlease,

and shall otherwise be consistent with and include tenant covenants (insofar as they relate to the underlet property and rights granted to the undertenant) no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

18.6 In relation to any underlease granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

## **19. CHARGING**

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

## **20. PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

## **21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

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

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

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

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

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors;
- (c) pay the Landlord's solicitors a registration fee of not less than £65; and
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

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

## **22. REPAIRS**

22.1 Tenant shall keep the Property clean and tidy and in a state of repair that is no worse than that of the Property at the beginning of the lease.

22.2 The Tenant shall:

- (a) ensure that any Service Media within and exclusively serving the Property is kept in good working order;
- (b) keep all unbuilt areas free from litter, vermin, invasive plants and graffiti;
- (c) prepare a maintenance and compliance programme for the upkeep of the Property for approval by the Landlord, such approval not to be unreasonably withheld;
- (d) keep a written record of all structural, annual and other inspections undertaken as part of the maintenance and compliance programme and provide a copy of all inspections or reports to the Landlord within 10 working days of the inspection taking place; and
- (e) ensure that all inspections and works are carried by suitably qualified professionals.

22.3 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

**23. DECORATION**

23.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.



- 23.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 23.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

#### **24. ALTERATIONS**

- 24.1 The Tenant shall not make any alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 24.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 24.3 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Property.

#### **25. SIGNS**

- 25.1 In this clause 25 **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside other than those of a design, size and number and in such positions that are appropriate to the nature and location of the Property and the Permitted Use.
- 25.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.



## **26. RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 26.2 If the Landlord gives the Tenant notice before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 26.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord to be the agent for the Tenant to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than 10 working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 26.5 The Landlord agrees to serve a schedule of dilapidations on the Tenant at least 2 months before the end of the term when reasonably practicable. Time shall not be of essence for the purpose of this clause.

## **27. USE**

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 27.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, the other tenants or occupiers or any owner of neighbouring property.
- 27.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 27.4 The Tenant shall not use the Property for any purpose or in a manner that could lead to people being drawn into terrorism (as defined in section 35 of the Counter Terrorism and Security Act 2015).

27.5 The Tenant shall keep the public conveniences on the Property open during such hours and on such days as are usual in the locality. However, the public conveniences shall not be required to be open in any period during which:

- (a) the Tenant (or any authorised undertenant) is carrying out any authorised fitting out works or other alterations; or
- (b) it is not possible to occupy the Property following damage or destruction by an Insured Risk; or
- (c) occupation would result in a breach of any other provision of this lease.

## **28. MANAGEMENT OF THE ESTATE**

28.1 The Tenant shall observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Estate.

28.2 Nothing in this lease shall impose or be deemed to impose any restriction on the use of any neighbouring property.

## **29. COMPLIANCE WITH LAWS**

29.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated and shall where necessary replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 29.3 Within five working days after receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) in so far as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 29.4 The Tenant shall not apply for any planning permission for the Property without the consent of the Landlord.
- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the obligations of the Landlord under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

### **30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

- 30.1 The Tenant shall not grant any right or licence over the Property to any person.
- 30.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

30.3 The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Estate nor obstruct any means of access to the Property or the Estate.

30.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Estate or that the means of access to the Property is enjoyed with the consent of any third party.

30.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

### **31. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

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

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

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



- 31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the other rights of the Landlord, including those under clause 34.

### **32. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Estate and loss of amenity of the Estate) 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 or the Common Parts with the actual or implied authority of any of them.

### **33. COVENANT FOR QUIET ENJOYMENT FOR THE LANDLORD**

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.

### **34. RE-ENTRY AND FORFEITURE**

- 34.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
  - (b) any breach of any condition of, or tenant covenant, in this lease;
- 34.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 34, 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.

### **35. BREAK CLAUSE**

- 35.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord.



35.2 A Break Notice served by the Tenant shall be of no effect if:

(a) at the Break Date:

- (i) vacant possession of the whole of the Property is not given;  
or
- (ii) the Tenant has not remedied to the reasonable satisfaction of the Landlord all breaches of the covenants or conditions on the part of the tenant in this lease relating to the state of repair and condition of the Property that have been notified to the Tenant by the Landlord in writing not less than two months before the Break Date; or

(b) the Break Notice does not comply with the requirements of this clause.

35.3 Subject to clause 35.2, following service of a Break Notice this lease shall terminate on the Break Date.

35.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

35.5 If the Tenant serves a Break Notice, it shall take all steps as may be necessary to terminate, before the Break Date, all underleases deriving from this lease.

## **36. JOINT AND SEVERAL LIABILITY**

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

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

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

### **37. ENTIRE AGREEMENT**

- 37.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 37.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 37.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 37.4 Nothing in this clause shall limit or exclude any liability for fraud.

### **38. NOTICES, CONSENTS AND APPROVALS**

- 38.1 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:
- (a) in writing and for the purposes of this clause a fax or email is not in writing; and
  - (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 38.2 If a notice complies with the criteria in clause 38.1, 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, the next working day after the notice is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 38.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 38.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

- 38.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by the Landlord or a person duly authorised 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.

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

### **39. GOVERNING LAW**

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

### **40. JURISDICTION**

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

### **41. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

41.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;

- (b) \_\_\_\_\_ who was duly authorised by the Tenant to do so made a statutory declaration dated \_\_\_\_\_ 2016 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

41.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

#### **42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not party to this lease shall not have any rights under or in connection with this lease by virtue of 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.

#### **43. LOCAL AUTHORITY LANDLORD'S CAPACITY AND POWERS**

The Cornwall Council enters into this lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this lease shall restrict the powers or rights of the Cornwall Council as a local authority, local planning authority or statutory body to perform any of its statutory functions.

#### **43. FIRE RISK ASSESSMENT**

- 43.1 The Tenant must procure that an appropriate fire risk assessment is carried out on the Property by a competent person (as defined in the Regulatory Reform (Fire Safety) Order 2005 or any successor thereof) within one month of the date of this Lease. If the Tenant fails to do so, the Landlord shall be entitled (but not obliged) to arrange for such fire risk assessment to be carried out and the Tenant shall then pay to the Landlord on demand all costs incurred by the Landlord in connection with such assessment together with such additional administration fee as the Landlord directs
- 43.2 The Tenant must send a copy of the fire risk assessment to the Landlord within five working days of the Tenant receiving the same

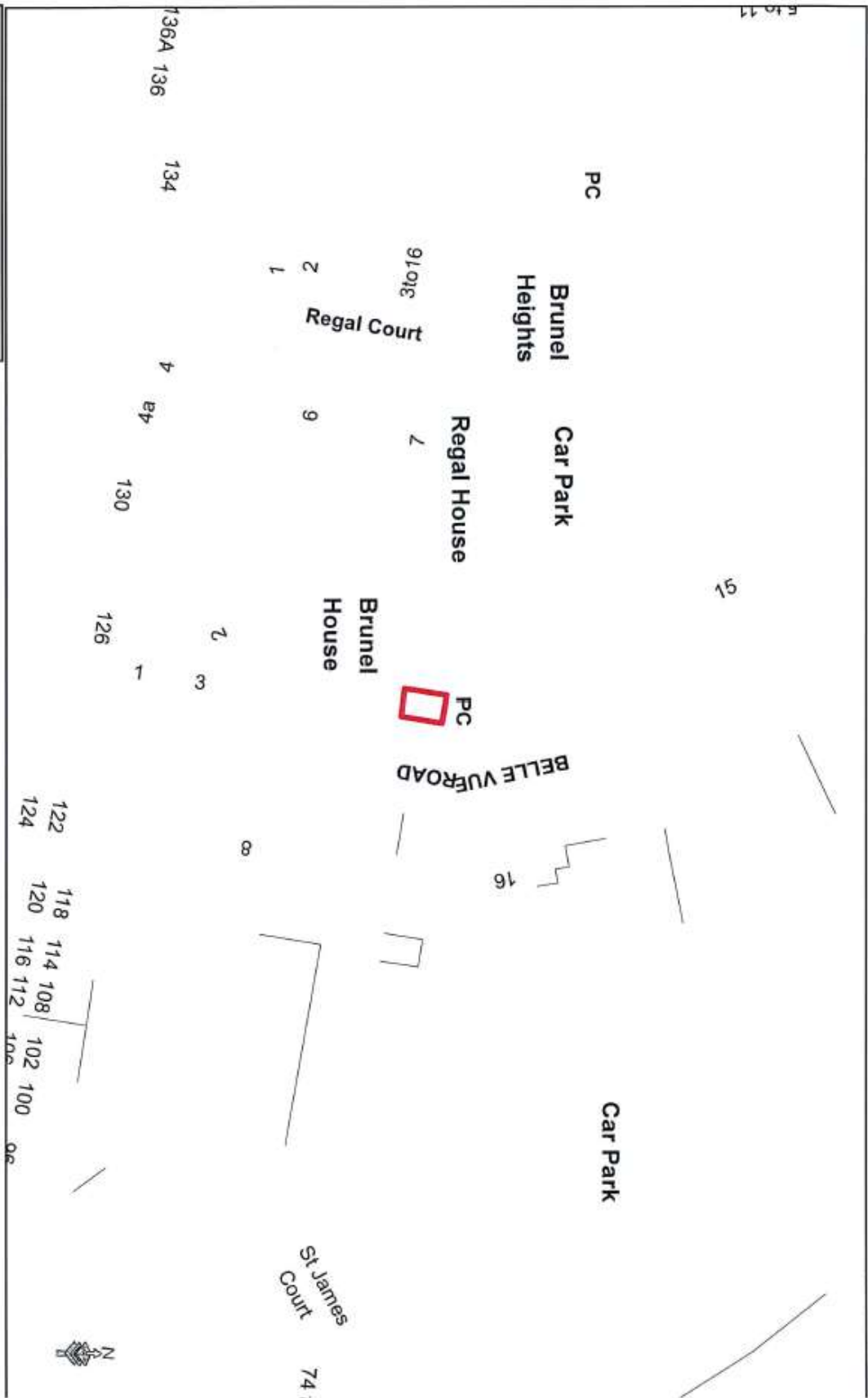


- 43.3 The Tenant must fully comply with all matters raised by such fire risk assessment (whether procured by the Tenant or by the Landlord at the Tenant's expense) that require attention, and undertake any necessary works as soon as reasonably practicable.

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

Belle Vue Car Park (Disabled) Toilets, Saltash

Scale 1:500



### **Schedule 1 – Form of Break Notice**

[On the letterhead of the Tenant]

To: [NAME OF LANDLORD]

Address: [LANDLORD'S ADDRESS]

For the attention of: The Head of Governance and Information

**[By Hand OR By first class post OR By recorded delivery]**

[DATE]

#### **Public Conveniences, Belle Vue Road, Saltash Cornwall**

We refer to clause 35 of a lease dated \_\_\_\_\_ 2016 and made between (1) the Cornwall Council and (2) Saltash Town Council (**the Lease**).

By this notice we are exercising our right to terminate the Lease pursuant to clause 35 of the Lease.

The Break Date for the purposes of that clause is [BREAK DATE].

Signed by [NAME OF AUTHORISED SIGNATORY]

For and on behalf of the [NAME OF TENANT]

[SIGNATURE OF AUTHORISED SIGNATORY]

Executed as a deed by THE  
CORNWALL COUNCIL by  
affixing its common seal in the  
presence of:

.....  
Authorised Officer

Executed as a Deed by  
SALTASH TOWN COUNCIL  
by affixing its Common Seal  
in the presence of:

Mayor

Town Clerk