

Agenda no:	Item	Page no.	Notes
21	Saltash Heritage	47-74	

NICHOLLS & SAINSBURY
- Solicitors -

131 - 135 Fore Street Saltash Cornwall PL12 6AB
Tel. + 44 (0) 1752 846116 Fax. + 44 (0) 1752 844007
DX. 82350 Saltash
Email: n_and_s_uk@yahoo.co.uk



Mr R Lane, Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JR

Your Ref:

Our Ref: CEN.CT.SALT0001-20

Date: 31st August 2017

Dear Raymond

Re: Saltash Heritage - Lease Renewal

Further to your instruction of the 30th August and our subsequent telephone conversation I now enclose a revised draft Lease for 17 Lower Fore Street, Saltash Heritage.

This version now incorporates the revisions in section 1 to include definitions for the Break Date, the first of which will be exercisable after the third anniversary of the extended Lease from the end of the existing term which expires in 2024 i.e. 27th July 2027.

The Council will be able to break the Lease tri-annually thereafter on the 27th July by serving the Break Notice which is attached in the Schedule to the Lease.

The ability to break the Lease is by the Town Council only and this is the new clause 6 of the Lease.

There is no provision for the Tenant to be able to break the Lease but one can be included if required in which case I would have to make further amendments to this document.

I have now included the names of the current Trustees who will sign the Lease.

Subject to my observations in my email to you of the 8th August and letter of the 15th August I look forward to hearing from you further with confirmation of your instructions.

Yours sincerely

CE NICHOLLS

Enc

PARTNERS: CHRISTOPHER E. NICHOLLS, JANET L. SAINSBURY, B.A. (HONS)
Authorised and Regulated by the Solicitors Regulation Authority - SRA No. 68465

Resolution Accredited Specialist



DATED

RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE

between

SALTASH TOWN COUNCIL

and

SALTASH HERITAGE

Registered Charity Number 297525

CONTENTS

CLAUSE

1. Interpretation	5
2. Grant	6
3. The Annual Rent	7
4. Registration of this lease	7
5. Closure of the registered title of this lease	7
6. Entire Agreement	7
7. Contracts (Rights of Third Parties) Act 1999	7
8. Governing law	8
9. Jurisdiction	8

LR1. Date of lease**LR2. Title number(s)****LR2.1 Landlord's title number(s)**

CL21376

LR2.2 Other title numbers**LR3. Parties to this lease****Landlord**

SALTASH TOWN COUNCIL

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

Tenant

SALTASH HERITAGE Registered Charity Number 297525

17 Lower Fore Street, Saltash, Cornwall PL12 6JQ

Other parties

None

LR4. Property

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

See the definition of "Premises" in clause 1 of this lease and the First Schedule of the Existing 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 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 included in clause 1 of this lease in the definition of "Incorporated Terms" and specified in the Second Schedule of the Existing Lease.

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

The easements included in clause 1 of this lease in the definition of "Incorporated Terms" and specified in the Third Schedule of the Existing 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

Parties

- (1) SALTASH TOWN COUNCIL, The Guildhall, 12 Lower Fore Street, Saltash
Cornwall PL12 6JX (**Landlord**)
- (2) SALTASH HERITAGE Registered Charity Number 297525, 17 Lower Fore Street,
Saltash, Cornwall PL12 6JQ (**Tenant**)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.

Agreed Terms

1. Interpretation

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

Definitions:

Annual Rent: rent at an initial rate of £1.00 per annum and then as revised pursuant to the Existing lease and any interim rent determined under the LTA 1954.

Break Date: 27th July 2027 and tri-annually thereafter on the 27th July.

Break Notice: Written Notice to terminate this lease in the form set out in the schedule specifying the Break Date.

Contractual Term: a term of 25 years beginning on, and including 28 July 2024 and ending on, and including 27 July 2049.

Excluded Terms: any terms, requirements, covenants or conditions contained in the Existing Lease to the extent that they are inconsistent with, specifically excluded or substituted by, the terms of this lease.

Existing Lease: the lease by virtue of which the Tenant holds the Property, which is dated 28 July 1999 and made between (1) Saltash Town Council and (2) Saltash Heritage (a copy of which is annexed to this lease) and the documents made supplemental to it.

Incorporated Terms: with the exception of the Excluded Terms, all of the terms, requirements, covenants and conditions contained in the Existing Lease with such

modifications as are necessary to make them applicable to this lease and the parties to this lease including:

- (a) the definitions and rules of interpretation in the Existing Lease;
- (b) the agreements and declarations contained in the Existing Lease;
- (c) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); and
- (d) the third party rights, restrictions and covenants affecting the Property.

Landlord's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Plan: the plan attached to the Existing Lease.

Property: the property known as 17 Lower Fore Street, Saltash, PL12 6JQ shown edged red on the Plan and as is more particularly described in the Existing Lease.

Rent Payment Dates: 28 July in each year of the term.

Review Dates: 28 July 2024 and every fifth anniversary of that date.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

1.2 References to the landlord and tenant in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.3 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.

2.4 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.5 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; and
- b. any other sums due under this lease.

3. The Annual Rent

The Tenant shall pay the Annual Rent and any VAT in respect of it on the Rent Payment Dates.

4. Registration of this lease

Following the grant of this lease, the Tenant shall without delay apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall send the Landlord official copies of the Tenant's title within one month of the registration being completed.

5. Closure of the registered title of this lease

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.

- 6.** The Landlord may end the lease term after the 27th July 2027 and on every third anniversary thereafter by giving the Tenant at least six months written notice in the form set out in the Schedule. The termination of the lease by the Landlord does not cancel any outstanding obligations of any party to the lease.

7. Entire agreement

7.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

7.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

7.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this lease may lawfully be used for any purpose allowed by this lease.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

8. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

9. 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.

10. Jurisdiction

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

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

Draft

The Common Seal of Saltash
Town Council as affixed in
the presence of

.....
Mayor

.....
Town Clerk

Executed as a deed by
SUSAN ELIZABETH HOOPER
M.B.E.

in the presence of:

.....
Witness name:

Occupation:

Address:

Executed as a deed by
JOHN SAMUEL NORTHEY

In the presence of:

.....
Witness name:

Occupation:

Address:

Executed as a deed by

ARTHUR HEARL

In the presence of:

.....

Witness name:

Occupation:

Address:

Executed as a deed by

ADAM KILLEYA

In the presence of:

.....

Witness name:

Occupation:

Address:

Draft

SCHEDULE- FORM OF BREAK NOTICE

[On the letterhead of the Landlord]

To: SALTASH HERITAGE TRUSTEES

Address: 17 Lower Fore Street, Saltash, Cornwall PL12 6JQ

For the attention of:

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

[DATE]

17 Lower Fore Street, Saltash, Cornwall PL12 6JQ

We refer to clause 6 of a lease dated _____ 2017 and made between (1) Saltash Town Council and (2) Saltash Heritage Registered Charity Number 297525.

By this notice we are exercising our right to terminate the Lease pursuant to clause 6 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 **CLERK to SALTASH TOWN COUNCIL**

[SIGNATURE OF AUTHORISED SIGNATORY]

NICHOLLS & SAINSBURY

- Solicitors -

131 - 135 Fore Street Saltash Cornwall PL12 6AB
Tel. + 44 (0) 1752 846116 Fax. + 44 (0) 1752 844007
DX. 82350 Saltash

Email: n_and_s_uk@yahoo.co.uk

Mr R Lane, Town Clerk
Saltash Town Council
The Guildhall
12 Lower Fore Street
Saltash
PL12 6JR

Your Ref:

Our Ref: CEN.AB.SaltashTC Holding

Date: 15 August 2017

Dear Raymond

Re: Saltash Heritage - Lease Renewal

Further to your recent instructions I now enclose a draft Lease document which I have prepared by reference to the existing Lease dated the 28th July 1999 as I understand that no terms are required to be modified.

You tell me that an additional 25-year Lease from the end of the existing term is required and I have prepared this draft on the basis that the yearly rent will be maintained at £1.00 with the opportunity for a rent review every 5 years.

No specific rent review mechanism is mentioned in the existing Lease so it will be for the parties to agree at the time.

There is no reference to the Town Council collecting an insurance rent or a contribution from Saltash Heritage for the insurance of the building so I assume that this is a cost that the Council bears in full.

Originally you were mentioning a break clause but the existing Lease did not contain a break clause and I have not included one in the present document. Whilst there will therefore be no power for the Town Council to break the Lease before the end of the contractual term, the parties to the Lease are free to negotiate a surrender or mutual termination before the end of the contractual term if they wish.

Clause 3.14 of the existing Lease headed "Sale or Reversion" confirms the Council's right to sell the freehold reversion of the premises at any time during the term. The proposed extension of the Saltash Heritage Lease may affect the value of the freehold and the Council might like to consider whether it takes valuation advice on this.

PARTNERS: CHRISTOPHER E. NICHOLLS, JANET L. SAINSBURY, B.A. (HONS)
Authorised and Regulated by the Solicitors Regulation Authority - SRA No. 68465

Resolution Accredited Specialist



The document, when approved, will need to be countersigned by the current Trustees; if I could have details of their full names and addresses, please.

I note that Saltash Heritage are going to organise an Energy Performance Certificate for the building and I look forward to receiving that in due course.

Who is going to deal with the registration of the Lease at the Land Registry when completed?

Do you know whether the freehold title to the property is registered at the Land Registry as this Lease extension will need to be registered.

I look forward to hearing from you.

Yours sincerely



CE NICHOLLS

Enc

Townclerk

From: Nicholls and Sainsbury <n_and_s_uk@yahoo.co.uk>
Sent: Tuesday, August 8, 2017 3:59 PM
To: Townclerk
Subject: Re: Heritage Centre Lease

Dear Ray

I have now reviewed the Lease held by Saltash Heritage in relation to 15/17 Lower Fore Street, Saltash and also your queries.

The Heritage current Lease runs until the 27th July 2024. There is no provision within the Lease document for it to be terminated earlier.

The Lease is a Lease of business premises and is therefore within the scope of the Landlord and Tenant Act 1954 part II.

That legislation gives protective rights to both landlord and tenant and to the tenant especially in relation to rights to renew the Lease at the end of the contractual term together with other matters.

There is no reference in this Lease as to whether the protective rights contained within the 1954 Act are excluded or not.

If they are not excluded then I advise that Saltash Heritage will have a right to renew the Lease on similar terms at the end of the contractual term subject to limitations where the Town Council might require to take back possession of the building for its own purposes.

Having granted the Lease the Town Council is at liberty to sell the freehold reversion at any time as the Lease does not contain any option for Saltash Heritage to purchase the freehold Title for the building. I note that there is just under 7 years left remaining on the existing term and if that is not sufficient for grant funding purposes for Saltash Heritage then they need to establish what the minimum period is.

It is certainly possible to take a surrender of the existing Lease and grant Saltash Heritage a new Lease of 25/30 years but bearing in mind what I have said above about minimum term, it will be necessary to ensure that any right to break the Lease reserved by the Council would not militate against the eligibility for grant funding.

On the grant of new Leases the Council will also need to bear in mind the present requirements for an Energy Performance Certificate for the building and as Saltash Heritage currently have control of the building, they should also have in place an asbestos survey report and a fire risk assessment. All these are statutory requirements.

Yours sincerely

CE NICHOLLS

This is an email from Nicholls & Sainsbury. The contents of this email are confidential to the ordinary user of the email address to which it is/was addressed. No-one else may place any reliance upon it or copy or forward all or any of it in any form. If you receive this email in error, please notify us immediately on 01752

mk 1-7 48/10/19 2019

THIS LEASE is made the twenty-eight day of July
 One thousand nine hundred and ninety-nine **BETWEEN** (1) SALTASH TOWN
 COUNCIL the office of which is situate at The Guildhall 12 Lower Fore Street
 Saltash Cornwall ("the Council" which expression shall where the context so admits
 include its successors in title and assigns) and (2) SALTASH HERITAGE of 17
 Lower Fore Street Saltash Cornwall Registered Charity No 297525 ("the Tenant"
 which expression shall where the context so admits include its successors in title)
 acting by its Trustees whose names and addresses are set out in the Fourth Schedule
 hereto



WHEREBY IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 Where the Council or the Tenant for the time being is two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 1.3 The expression "the Term" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law
- 1.4 References to any right of the Council to have access to the Premises shall be construed as extending to all persons authorised by the Council including agents professional advisers contractors workmen and others
- 1.5 "the Premises" means the property hereby demised as described in the First Schedule hereto including for the purposes of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts conduits
- 1.6 References to "consent of the Council" or words to similar effect mean a consent in writing signed by or on behalf of the Council and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Council

- 1.7 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" include any regulations or orders made under such statute or statutes —
- 1.8 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered —
- 1.9 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation —

2. Demise

In consideration of the rent to be paid to the Council by the Tenant and the covenants on the part of the Tenant hereinafter reserved and contained the Council hereby demises to the Tenant with full title guarantee **ALL** the Premises **TOGETHER WITH** the rights set out in the Second Schedule hereto **TO HOLD** the same unto the Tenant for a term of Twenty-five years from the date hereof ("the Term") **PAYING THEREFOR** unto the Council without any deduction yearly and proportionately for any part of a year an annual rent of **ONE POUND** (reviewed at five yearly intervals) which shall in all cases be paid by annual payments in advance the first such payment is to be made on the date hereof and thereafter on the same date in each year of the Term and **SUBJECT TO** the matters mentioned in the Third Schedule hereto and to the covenants on the part of the Tenant contained in Clause 3 hereof —

3. The Tenant's Covenants

The Tenant covenants with the Council:

- 3.1 To pay the rents on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off —
- 3.2 To pay and to indemnify the Council against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be

charged assessed or imposed upon the Premises or upon the owner or occupier of them —————

3.3 Maintenance of the Premises

3.3.1 To keep the Premises clean and tidy at all times —————

3.3.2 To keep the internal part of the Premises and all parts thereof and all fixtures and fittings therein and the glass of the windows of the Premises in good and tenable repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall yield up the same at the determination of the demise in such good and tenable state of repair decoration and condition and in accordance with the terms of this covenant in all respects —————

3.3.3 Not to deposit or permit to be deposited any waste rubbish or refuse on the Premises —————

3.4 User

Not to use or permit the use of the Premises for any purpose other than in connection with the provision of a Museum and Local History Study Centre —

3.5 Statutory Obligations

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

3.5.2 Not to do in or near the Premises any act or thing by reason of which the Council may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses —————

3.5.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaw applicable to the Premises _____

3.6 **Access of Council and Notice to Repair**

3.6.1 To permit the Council

- (a) To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed _____
- (b) To view the state of repair and condition of the Premises and
- (c) To give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same _____

3.6.2 Immediately to repair cleanse maintain and paint the Premises as required by such notice _____

3.6.3 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months to permit the Council to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Council the cost of so doing and all expenses incurred by the Council (including legal costs and surveyor's fees) within 21 days of a written demand _____

3.7 **Alienation**

3.7.1 Not to hold on trust for another or part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises _____

3.7.2 Not to assign underlet or charge the whole or part only of the Premises _____

3.8 **Council's Costs**

To pay to the Council on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Council in relation to or incidental to:

3.8.1 The preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of the Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court _____

3.8.2 The recovery or attempted recovery of arrears of rent or other sums due from the Tenant _____

3.9 **Alterations**

Not to make any alterations to the Premises without the prior approval in writing of the Council as Lessor to the plans and specifications such approval not to be unreasonably withheld and the Tenant shall make those alterations only in accordance with those plans and specifications when approved The Tenant shall at the Tenant's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and shall comply with all byelaws regulations and conditions applicable generally to the specific works undertaken _____

3.10 **Indemnities**

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

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

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

3.11 Yield Up

At the expiration of the Term

3.11.1 To yield up the Premises in repair and in accordance with the terms of this Lease _____

3.11.2 To remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal _____

3.12 Interest on Arrear

3.12.1 If the Tenant shall fail to pay the rents or any other sum due under this Lease within 14 days of the date due whether formally demanded or not the Tenant shall pay to the Council interest on the rents or other sum from the date when they were due to the date on which they are paid and such interest shall be deemed to be rents due to the Council _____

3.12.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice or affect the rights of the Council in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease _____

3.13 Statutory Notices etc

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

3.14 Sale of Reversion etc

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

3.15 Contents Insurance

To be responsible for arranging and thereafter maintaining a contents insurance policy in respect of the contents kept at the Premises with some reputable insurance office throughout the duration of this Lease _____

4. The Council's Covenants

The Council covenants with the Tenant:

4.1 Quiet Enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Council or any person claiming under or in trust for the Council _____

4.2 Insurance

The Council shall keep the Premises insured against the perils within the policy effected by the Council relating to Council properties in some reputable insurance office and shall also take out and keep on foot a policy of insurance in some reputable insurance office covering liability for injury to persons on the Council's property and shall make all necessary payments for those purposes as and when they become payable _____

4.3 Maintenance

The Council shall keep the main structural parts of the said building of which the Premises form part including the roof the foundations and external parts thereof in good repair and condition (but not the glass of the windows of the Premises nor the interior face of such external walls as abound the Premises) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of the Premises _____

4.4 **Notice of Entry to Repair**

The Council shall before carrying out any repairs or works to the structure or exterior of the Premises or any part or parts thereof the carrying out of which requires access to the Premises give two days' notice in writing to the Tenant except in cases of emergency. The Council shall on giving such notice be entitled to carry out those repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done —

5. **Provisos**

5.1 **Re-entry**

If and whenever during the Term:

5.1.1 The rents (or any of them or any part of them) under this Lease are outstanding for 14 days after becoming due whether formally demanded or not or

5.1.2 There is a breach by the Tenant of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or

5.1.3 An individual Tenant becomes bankrupt or

5.1.4 A company tenant

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

(b) has a receiver appointed or

5.1.5 The Tenant enters into an arrangement for the benefit of its creditors or

5.1.6 The Tenant has any distress or execution levied on its goods

5.1.7 The Tenant due to the dissolution of its Association gives notice in writing to surrender the Lease

the Council may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have been accrued to the Council against the Tenant in

respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made) _____

5.2 Entire Understanding

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

5.3 Representations

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

5.4 Licences etc Under Hand

All licences consents approvals and notices required to be given by the Council shall be sufficiently given if given under the hand of the Clerk to the Council _____

5.5 Tenant's Property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Council to do so or if after using its best endeavours the Council is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Council:

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

5.5.2 If the Council having made reasonable efforts is unable to locate the Tenant the Council shall be entitled to retain such proceeds of sale

absolutely unless the Tenant shall claim them within six months of the date upon which the Tenant vacated the Premises and _____

5.5.3 the Tenant shall indemnify the Council against any damage occasioned to the Premises and any action claims proceedings costs expenses and demands made against the Council caused by or related to the presence of the property in or on the Premises _____

5.6 **Service of Notices**

Any consent approval determination authority or notice required to be given by the Council shall be in writing and shall (except where the context otherwise provides or requires) be given under the hand of the proper officer of the Council and any notice to the Council shall be in writing and shall be deemed to be sufficiently served if sent by prepaid post and addressed to the Town Clerk The Guildhall Saltash and any notice to the Tenant shall be deemed to be sufficiently served if left or sent by prepaid post to it at its last known address _____

IT IS HEREBY CERTIFIED that there is no agreement for lease to which this Lease gives effect and that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or the aggregate amount or value of the consideration other than rent exceeds £60,000 _____

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has signed a Counterpart Lease as a deed the day and year first before written _____

THE FIRST SCHEDULE above referred to

The Premises

ALL THAT building and yard known as 15/17 Lower Fore Street ^{*Saltash*} (formerly 37 Fore Street) and all which is more particularly delineated on the block plan annexed hereto and thereon edged red **TOGETHER WITH** the ceiling and floors of the said Premises and the joists and beams on which the floors are laid and the joists and beams to which the ceilings are attached all within the roof space **AND TOGETHER**

WITH all cisterns tanks sewers drains pipes wires ducts and conduits within the Premises used for the said purpose of the Premises _____

All internal walls separating the Premises from any part of the adjoining properties shall be party walls and shall be used repaired and maintained as such _____

THE SECOND SCHEDULE above referred to

All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises _____

THE THIRD SCHEDULE

Rights to which the Demise is Subject

Existing Incumbrances

The rights (if any) of the Highway Authority or any other statutory authority or statutory undertaker South Western Electricity plc South West Water Services Limited British Telecommunications Plc and British Gas Plc or other public utility company to retain use repair maintain renew and relay existing attachments cables wires pipes sewers drains and watercourses including all such rights of entry as may be necessary therefor _____

THE FOURTH SCHEDULE

Names and addresses of the trustees

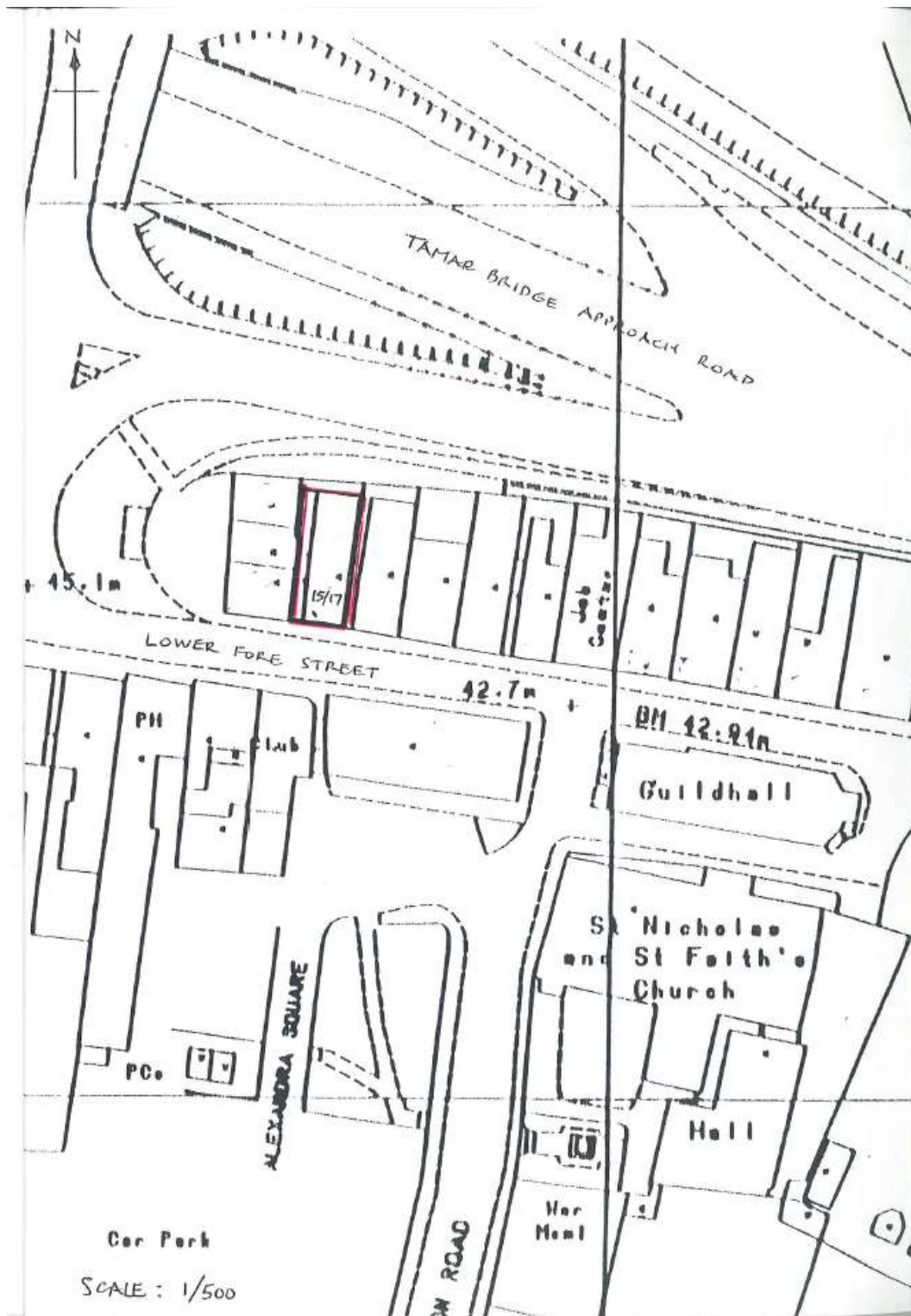
of Saltash Heritage

Sir William Vernon Stephen Seccombe of Hawks Park House Hawks Park Saltash Cornwall _____

Susan Elizabeth Hooper of 1 Down Close Burraton Coombe Saltash Cornwall _____

Peter Malcolm Gordon Bellingham of 6 Elliott Close Saltash Cornwall _____

John Samuel Northey of 97/99 Fore Street Saltash Cornwall _____



THE COMMON SEAL of SALTASH TOWN)
COUNCIL was affixed in the presence of)

B D Proctor

Deputy Mayor

M. Small

Clerk to the Town Council



SIGNED AND DELIVERED by)
the said SIR WILLIAM VERNON)
SECCOMBE in the presence of)

Wesman Seccombe

R. J. Freeman
R. J. FREEMAN
ORCHARD HOUSE
FAIRHEAD ROAD
SALTASH.

SIGNED AND DELIVERED by)
the said SUSAN ELIZABETH)
HOOPER in the presence of)

[Signature]

Elizabeth W. Hooper
Secretary with Photo of Susan
Hooper, Saltash

SIGNED AND DELIVERED by)
the said PETER MALCOLM)
GORDON BELLINGHAM in the)
presence of)

PM Bellingham

R. J. Freeman
as above.

SIGNED AND DELIVERED by)
the said JOHN SAMUEL)
NORTHEY in the presence of)

John I. Northey

Elizabeth W. Hooper
as above