

Dated _____ 2014

ROTHER DISTRICT COUNCIL

and

Summerhill Allotment Society

LEASE

(DRAFT ONLY)

Allotments at Summerhill
Bexhill on Sea
East Sussex



Rother

District Council
Rother District Council
Town Hall
Bexhill on Sea
East Sussex
TN39 3JX

LR1. Date of Lease	2014
LR2. Title Number(s)	LR2.1 Landlord's title number(s) LR2.2 Other title numbers
LR3. Parties to this Lease	Landlord ROTHER DISTRICT COUNCIL Town Hall Bexhill on Sea East Sussex TN39 3JX Tenant
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
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: The Local Government Act 1972 and all other powers enabling the Landlord to make it.
LR6. Term for which the Property is leased	The term is as follows:- 25 years from ending on
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 Tenants contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land.

	<p>None.</p> <p>LR9.2 Tenant's covenants to (or offer to) surrender this Lease.</p> <p>None.</p> <p>LR9.3 Landlord's contractual rights to acquire this Lease.</p> <p>None.</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None.
LR11. Easements	<p>LR11.1 Easements granted by this Lease for the benefit of the Property.</p> <p>Clause 3.1.</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property.</p> <p>Clause 4.</p>
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	<p>The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property.</p> <p>None.</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	

THIS L E A S E is made the day of Two Thousand and Fourteen BETWEEN

- (1) ROTHER DISTRICT COUNCIL of Town Hall Bexhill on Sea East Sussex TN39 3JX ("the Council" referred to in Clause LR3 as the Landlord);

- (2) SUMMERHILL ALLOTMENT SOCIETYADDRESS TO BE SUPPLIED ("the Tenant")

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

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

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

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

Contractual Term:	A term commencing on _____ and ending on _____ and any period of holding over or extension or continuation of the term whether by statute or common law.
Council's Neighbouring Property:	Each and every part of the adjoining and neighbouring property in which the Council has an interest and registered at HM Land Registry under title number _____
Default Interest Rate:	Four percentage points above the Interest Rate.
Genetically Modified Organisms:	Crops whose genetic material has been modified by an artificial method as defined by section 106 of the Environmental Protection Act 1990.
Interest Rate:	Interest at the base rate from time to time of National Westminster Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Council.
Permitted Use:	Means the use of the Property for the normal activities of garden plots allotment gardens and ancillary purposes.
Plan:	The plans attached to this lease and marked Plan 1.
Policies:	Means any written terms and policies agreed by the Council in writing.
Property:	Land situate at Summerhill, Bexhill on Sea East Sussex shown edged red on the Plan.
Rent:	The sum of one peppercorn per annum, if formally demanded.
Rent Payment	The anniversary of the date of this lease in every year.

Dates:

Reservations: All of the rights excepted, reserved and granted to the Council by this lease.

Schedule of Condition: Means the schedule of condition attached to this lease.

Condition:

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 Council's Neighbouring Property.

Neighbouring Property:

- 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 Council 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 and assigns
- 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 Council.
- 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 Property are to the whole and any part of it.
- 1.7 A reference to the term is to the Contractual Term.
- 1.8 A reference to the end of the term is to the end of the term however it ends.
- 1.9 References to the consent of the Council are to the consent of the Council given in accordance with clause 30.5 and references to the approval of the Council are to the approval of the Council given in accordance with clause 30.6.

- 1.10 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.11 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 Unless the context otherwise requires, where the words include(s) or including are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.14 A person includes a corporate or unincorporated body.
- 1.15 References to writing or written do not include faxes or e-mail.
- 1.16 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this lease.
- 1.17 Clause and paragraph headings do not affect the interpretation of this lease.

GRANT

- 2.1 The Council lets with full 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 Council 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 Council:
- 2.3.1 the Rent;

2.3.2 all interest payable under this lease; and

2.3.3 all other sums due under this lease.

ANCILLARY RIGHTS

- 3.1 The Council grants the Tenant the right (the Right) to use and to connect into any Service Media that belong to the Council and serve (but do not form part of) the Property which are in existence at the date of this lease.
- 3.2 The Right is granted in common with the Council and any other person authorised by the Council.
- 3.3 The Right is granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Right only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Council.
- 3.5 In exercising the Right mentioned in clause 3.1, the Tenant shall cause as little inconvenience and damage to the other tenants and occupiers of the Landlord's Neighbouring Property as is reasonably practicable and shall promptly make good (to the satisfaction of the Council) any damage caused by reason of the Tenant exercising that Right.
- 3.6 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Council for the benefit of the Council's Neighbouring Property:
- 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

- 4.1.2 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 installed or constructed during the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Council's Neighbouring Property (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
- 4.1.3 at any time during the term, the full and free right to develop any part of the Council's Neighbouring Property (other than the Property) over which rights are expressly granted by this deed as the Council may think fit;
- 4.1.5 the right to enter the Property at any reasonable time to view as a prospective buyer or tenant;
- 4.1.6 the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- 4.1.7 the right to re-route and replace any Service Media over which the Right mentioned in clause 3.1 is 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.

4.2 The Council reserves the right to enter the Property:

4.2.1 to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Council's interest in the Property or the Council's Neighbouring Property.

(iv) inspecting the Property and carrying out any works in connection with its obligations and rights in clause 27.

- 4.4 The Reservations may be exercised by the Council and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Council.
- 4.5 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.
- 4.6 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:
- 4.6.1 physical damage to the Property; or
- 4.6.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Council from excluding liability.

THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Council 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 Council and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

TENANT COVENANTS

6. The Rent

6.1 The Tenant shall pay the Rent monthly in advance on or before the Rent Payment Date. The payments shall be made by banker's standing order or by any other method that the Council requires at any time by giving notice to the Tenant.

6.2 The first instalment of the Rent shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period from the date of this lease until the day before the next Rent Payment Date.

7. **Rates and Taxes**

7.1 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, other than:

7.1.1 any taxes payable by the Council in connection with any dealing with or disposition of the reversion to this lease; or

7.1.2 any taxes, other than VAT, payable by the Council by reason of the receipt of any of the rents due under this lease.

7.1.3 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 Council.

7.2 If, after the end of the term, the Council loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Council an amount equal to the relief or exemption that the Council has lost.

8. **Utilities**

8.1 The Tenant shall pay 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.

8.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

9. **Default Interest and Interest**

- 9.1 If any 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 Council interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.
- 9.2 If the Council does not demand or accept any Rent or other money due or tendered under this lease because the Council reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Council, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Council.
- 9.3 The Tenant shall pay the costs and expenses of the Council 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:
- 9.3.1 the enforcement of the tenant covenants of this lease;
 - 9.3.2 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;
 - 9.3.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - 9.3.4 the preparation and service of a schedule of dilapidations in connection with this lease; or
 - 9.3.5 any consent or approval applied for under this lease, whether or not it is granted.
- 9.4 Where the Tenant is obliged to pay or indemnify the Council 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.
10. **No Deduction, Counterclaim or Set-Off**

The Rent and all other money due under this lease are to be paid by the Tenant (as the case may be) without deduction, counterclaim or set-off.

11. **Assignments**

- 11.1 The Tenant shall not underlet assign or part with the possession of the Property or any part of the Property except for the purpose of licences of individual plots in connection with the Permitted Use such plots to be occupied pursuant to the Policies for allocation and individual written agreement between the Tenant and individual plot holders which agreement are to be in a form first approved in writing by an Executive Director of the Council.
- 11.2 The Tenant shall on the grant of this lease offer the existing tenants of the Property a new tenancy on the same terms as those found in their existing tenancy agreement and in accordance with clause 11.1.

12. **Charging**

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

13. **Repairs**

- 13.1 The Tenant shall cultivate keep and manage the Property:-

13.1.1 so as to maintain and repair the current infrastructure in accordance with the Schedule of Condition and to ensure that individual plot holders cultivate and manage the plots in accordance with the licence and Policies referred to in clause 11.1. If any such plots are unoccupied, the Tenant shall be solely responsibility for the costs of cultivation repair and maintenance;

13.1.2 according to the rules of good husbandry;

13.1.3 so as not to injure or deteriorate it;

13.1.4 so as to leave it in a tidy and proper condition and in good heart on the termination of the lease.

- 13.2 The Tenant shall notify the Council in writing immediately of any outbreak or suspected outbreak of any notifiable pests or diseases of crops under the

Food and Environment Research Agency (FERA) guidance or its successor ministry or department, on the Property.

13.3 The Tenant shall not lop, fell or carry out any works to trees on the Property save that removal of trees from any individual allotment plot shall be permitted prior to any new incoming tenant taking possession in accordance with clause 11.1.

13.4 The Tenant shall not allow any fires to take place on the Property provided that incinerators may be permitted in accordance with the Policies.

13.5 The Tenant shall not keep or plant or cause to be kept or planted on the Property any Genetically Modified Organisms and when using any sprays the Tenant shall:

13.5.1 Ensure that all reasonable steps are taken to ensure that adjoining hedges trees and crops are not adversely affected;

13.5.2 So far as possible ensure that chemicals are selected and whether for spraying seed dressing or any other purpose whatever which will cause the least harm to birds and wildlife other than vermin or pests.

13.6 The Tenant shall not bring or permit to be brought upon the Property any noxious or hazardous substances without the previous consent of the Council nor allow the discharge into the drains serving the Property of any corrosive or harmful substances

14. **Alterations**

14.1 The Tenant shall not fix or display or allow any third party to fix or display anything outside the Property other than signage in connection with the Permitted Use.

14.2 The Tenant shall not make any alterations or additions to the Property including the construction of any sheds or temporary structures except in accordance with the Policies and any Planning Consent required for the same provided that temporary sheds or tool stores not exceeding 4m³ for each individual allotment garden plot is permitted.

15. Returning the Property to the Council

- 15.1 At the end of the term the Tenant shall return the Property to the Council in the repair and condition required by this lease.
- 15.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 15.3 The Tenant irrevocably appoints the Council to be the Tenant's agent 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 ten working days after the end of the term. The Council shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Council in respect of any claim made by a third party in relation to that storage or disposal.
- 15.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Council, the Tenant shall pay the Council an amount equal to the Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Council.

16. Use

- 16.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 16.2 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 Council, the other tenants or occupiers or any owner or occupier of neighbouring property.
- 16.3 The Tenant shall not use or permit to be used the Property for:-

16.3.1 the keeping of live birds or animals which is only permitted at the Property when in accordance with the Policies;

16.3.2 any exhibition or entertainment;

16.3.3 any public meeting;

16.3.4 any sale by public auction;

16.3.5 any residential purposes;

16.3.6 storage of any noxious thing or substance;

16.3.7 market garden purposes.

16.4 The Tenant shall not do anything on the Property to invalidate any subsisting policy of insurance or to increase the rate of premium.

17. **Compliance with Laws**

17.1 The Tenant shall comply with all laws relating to:

17.1.1 the Property and the occupation and use of the Property by the Tenant;

17.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

17.1.3 any works carried out at the Property; and

17.1.4 all materials kept at or disposed from the Property.

17.2 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.

17.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

17.3.1 send a copy of the relevant document to the Council; and

17.3.2 insofar 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 Council may require.

17.4 The Tenant shall not apply for any planning permission for the Property.

18. Encroachments, obstructions and Acquisition of Rights

18.1 The Tenant shall not grant any right or licence over the Property to any person.

18.2 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:

18.2.1 immediately give notice to the Council; and

18.2.2 take all steps (including any proceedings) the Council reasonably requires to prevent or license the continuation of that encroachment or action.

18.3 The Tenant shall not obstruct the flow of light or air to the Property.

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

18.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property the Tenant shall:

18.5.1 immediately notify the Council; and

18.5.2 take all steps (including proceedings) the Council reasonably requires to prevent or secure the removal of the obstruction.

19. Registration of this Lease

Promptly following the grant of this lease, the Tenant shall 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. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

20. Closure of the Registered Title to this Lease

Within one month 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.

21. Public Liability Insurance

The Tenant shall maintain a Public Liability Insurance policy the terms of which are approved by the Council and shall on demand produce the policy and last premium receipt to the Council.

22. Indemnity

The Tenant shall keep the Council indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

23. COUNCIL'S COVENANTS

The Council shall have no responsibility to contribute towards the annual maintenance costs or cultivation of individual plots at the Property which is the responsibility of plot holders and the Tenant in accordance with the terms of their occupation set out in clauses 11.1 and 13.1.1.

24. Quiet Enjoyment

The Council 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 Council or any person claiming under the Council except as otherwise permitted by this lease

25. Re-Entry and Forfeiture

- 25.1 The Council 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:
- 25.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
 - 25.1.2 any breach of any condition of, or tenant covenant, in this lease;
 - 25.1.3 an Act of Insolvency.
- 25.2 If the Council re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Council in respect of any breach of covenant by the Tenant.

BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 26.1 The Council 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.
- 27.2 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 Council may enter the Property and carry out the works needed.
- 27.3 The costs incurred by the Council 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 Council and payable on demand.
- 27.4 Any action taken by the Council pursuant to this clause shall be without prejudice to the Council's other rights.

LIABILITY

- 28.1 At any time when the Council or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Council may release

or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

28.2 The obligations of the Tenant arising by virtue of this lease are owed to the Council and the obligations of the Council are owed to the Tenant.

28.3 The Council shall not be liable to the Tenant for any failure of the Council to perform any Council covenant in this lease.

ENTIRE AGREEMENT

29.1 This lease constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

29.2 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).

29.3 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.

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

NOTICES, CONSENTS AND APPROVALS

30.1 A notice given under or in connection with this lease shall be:

30.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

30.1.2 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.

30.2 If a notice is given in accordance with clause 30.1, it shall be deemed to have been received:

30.2.1 if delivered by hand, at the time the notice is left at the proper address;

30.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

30.3 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.

30.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

30.5 Where the consent of the Council is required under this lease, a consent shall only be valid if it is given by deed, unless:

30.5.1 it is given in writing and signed by a person duly authorised on behalf of the Council; and

30.5.2 it expressly states that the Council 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.

30.6 Where the approval of the Council is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Council, unless:

30.6.1 the approval is being given in a case of emergency; or

30.6.2 this lease expressly states that the approval need not be in writing.

30.7 If the Council 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.

GOVERNING LAW AND JURISDICTION

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

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

33. A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

COUNCIL'S CAPACITY

34. The Council enters into this Lease solely in its capacity as Landowner in respect of the property and not in any other capacity and nothing in this Lease shall restrict the Council's powers or rights as a Local Authority Local Planning Authority or Statutory Body to perform any of its statutory functions.

I N W I T N E S S whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has set his hand to this Agreement the day and year first before written

EXECUTED as a DEED by

Acting by
DIRECTOR

Sign here

Acting by
DIRECTOR/COMPANY SECRETARY

Sign here

The COMMON SEAL of the said
ROTHER DISTRICT COUNCIL
was hereunto affixed
in the presence of:

Chairman of the Council

Executive Director

