

Cinque Port Town of New Romney



Mrs C. Newcombe
Town Clerk

Town Clerk's Office
Town Hall
New Romney
Kent TN28 8BT

Tel: New Romney 01797 362348

Ref: CN/3005

16th April 2025

Dear Councillor,

SUMMONS TO ATTEND AN ESPECIAL MEETING OF NEW ROMNEY TOWN COUNCIL, TO BE HELD IN THE ASSEMBLY ROOMS, NEW ROMNEY, ON TUESDAY 29TH APRIL 2025 AT 6.45PM.

You are hereby summoned to attend the above-mentioned meeting of New Romney Town Council to consider the under-mentioned business.

Yours sincerely,

C Newcombe

Mrs C Newcombe
Town Clerk & Responsible Financial Officer

Email: town.clerk@newromney-tc.gov.uk

Members of Public are welcome to join this meeting.

PLEASE NOTE: New Romney Assembly Rooms and New Romney Town Hall have restricted access for people with limited mobility; please enquire for details.

Anyone displaying any symptoms of Covid-19 should NOT attend the meeting.

PUBLIC PARTICIPATION AT TOWN COUNCIL MEETINGS

1. Who can participate in a New Romney Town Council meeting?

Members of the Public and Press may attend this Council meeting, except at such times as certain sensitive personal, legal or contractual matters may be considered in private and confidential session, when Members of the Public will be required to leave the meeting.

AGENDA

1. APOLOGIES:

To receive the apologies of Councillors unable to attend and approve reasons for absence.

2. DISPENSATION TO PARTICIPATE:

To receive and note any applications granted by the Town Clerk, on behalf of the Town Council, for dispensation to participate in Meetings of New Romney Town Council.

3. DECLARATIONS OF INTEREST:

Councillors to declare any Disclosable Pecuniary Interests or Other Significant or Personal Interests they may have in items on the agenda this evening.

4. TENANCY AGREEMENT (Encs):

(i) To formally approve the issue of a lease agreement relating to the Maude Community Centre Annex (see attached); to be officially sealed with the Town Seal as a legal deed.

(ii) To authorise the Clerk to undertake all actions as may be required to effect the completion and exchange of the aforementioned deed.

NB: Reports or notes of the Personnel Committee will be considered as Private & Confidential as they concern staff matters; and all legal or contractual information, documents, agreements or reports may be considered likewise. Other items may be considered as private and confidential if the Town Council deems that it is in the public interest to do so.

Town Clerk – 16th April 2025

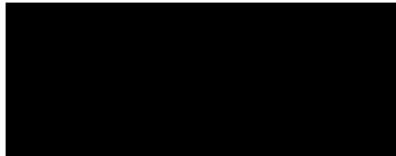
AGENDA ITEM 4

Dated

2025

THE CINQUE PORT TOWN OF NEW ROMNEY

and



LEASE

relating to

Maude Community Centre Annex, Station Road, New Romney TN28 8LQ

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

K815301

LR2.2 Other title numbers

None

LR3. Parties to this Lease

Landlord

The Cinque Port Town of New Romney
Town Hall, New Romney, Kent TN28 8BT

Tenant

[REDACTED]

Other parties

None

Guarantor

[REDACTED]

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 and Schedule 1 of this Lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Estate.

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 specified in the definition of "Contractual Term" in Clause 1.1 of this Lease.

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 set out in paragraph 1 of Schedule 2 to this Lease are granted by this Lease for the benefit of the Property.

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

The easements set out in paragraph 1 of Schedule 3 to this Lease are granted or reserved over the Property for the benefit of other property.

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

None

THIS LEASE IS DATED

PARTIES

(1) **THE CINQUE PORT TOWN OF NEW ROMNEY** of Town Hall, New Romney, Kent TN28 8BT (**Landlord**);

(2)

(3)

BACKGROUND

- (A) The Landlord is the freehold owner of the Estate.
- (B) The Property forms part of the Estate.
- (C) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this Lease.
- (D) The Guarantor has agreed to guarantee the Tenant's obligations under this Lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent	rent at an initial rate of £8,640 per annum and then as revised under Schedule 5.
Authorised Person	any: <ul style="list-style-type: none">(a) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or(b) person at the Property or the Estate with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
Break Date	A date which is at least six months after service of the Break Notice.
Break Notice	written notice to terminate this Lease specifying the relevant Break Date and served in accordance with clause 42.
Building	shall: <ul style="list-style-type: none">(a) be the land and building of which the Property forms part and shown edged blue on Plan 1;(b) include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Building and any alteration, addition or improvement made from time to time to any land or buildings forming part of the Building at any time; and(c) exclude any land and buildings that the Landlord from time to time designates as not being part of the Building.

Business Rates	Non domestic rates levied by the local council for the area in which the Property is situated.
Car Park	the car park shown edged green on Plan 1 or such alternative area designated from time to time by the Landlord in accordance with paragraph 1.6.1 of Schedule 3.
Contractual Term	a term of ten years from and including the date of this Lease to and including [DATE].
Default Interest Rate	4% per annum above the Interest Rate.
Estate	the land and buildings registered under title number K815301 and shown edged red on Plan 2.
Estate Common Parts	subject to paragraph 1.6 of Schedule 3, the parts of the Estate that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Estate and their employees, agents, licensees and visitors.
Estate Damage	damage to or destruction of the Building or the Estate Common Parts (excluding the Items forming part of the Building or the Estate Common Parts) that makes the Property wholly or partially unfit for occupation and use or inaccessible.
Excluded Insurance Items	any tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any part of the Building or on the Estate Common Parts.
Expert	<p>an independent surveyor:</p> <ul style="list-style-type: none"> (a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors; (b) with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and (c) appointed in accordance with clause 46.
Inherent Defect	a defect in the design, materials, workmanship, supervision of contractors, or site preparation works in connection with the construction of the Building.
Insolvency Event	<p>subject to clause 1.15, any one or more of the following which are applicable to the Tenant:</p> <ul style="list-style-type: none"> (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 the Guarantor; (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or the Guarantor; (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 the Guarantor;

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or the Guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or the Guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or the Guarantor;
- (g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- (h) the Tenant or the Guarantor otherwise ceasing to exist (but excluding where the Tenant dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or the Guarantor;
- (j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or the Guarantor; or
- (k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insured Risks

(except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, 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, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT

Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

LPA 1925

Law of Property Act 1925.

LTA 1954

Landlord and Tenant Act 1954.

LTCA 1995

Landlord and Tenant (Covenants) Act 1995.

Monthly Payments

The Annual Rent, and the Business Rates which are together payable on a monthly basis pursuant to clause 4

Parking Spaces	any parking spaces within the Car Park that the Tenant or any Authorised Person uses in exercise of the Right granted at paragraph 1.3 of Schedule 2.
Permitted Use	Use as a children's nursery school.
Plan 1	the plan annexed to this Lease at Appendix A.
Plan 2	the plan annexed to this Lease at Appendix B.
President	the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.
Property	the property described in Schedule 1.
Rates and Taxes	<p>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 (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding Business Rates and any taxes:</p> <ul style="list-style-type: none"> (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this Lease.
Reinstatement Cost	the full cost of reinstatement taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work that may be required by law and any VAT on all such costs, fees and expenses.
Rents	the rents set out in clause 2.2.
Rent Commencement Date	the date of this Lease.
Rent Payment Dates	the first day of each calendar month.
Reservations	the rights excepted and reserved in paragraph 1 of Schedule 3.
Rights	the rights granted in paragraph 1 of Schedule 2.
Service Media	all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
Signs	signs, fascia, placards, boards, posters and advertisements.
Tenant Damage	damage or destruction caused by an act or omission of the Tenant or any Authorised Person.
Term	the Contractual Term.

Termination Date	the date on which this Lease determines (however it determines).
Third Party Rights	the matters set out in Schedule 4.
Uninsured Risks	any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into and Uninsured Risk means any one of the Uninsured Risks.
Utilities	any electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, wifi, data and all other services and utilities supplied to the Property.
Utility Costs	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
VAT	value added tax or any equivalent tax chargeable in the UK.

- 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 or collateral to it.
- 1.3 The Schedules form part of this Lease and shall have effect as if set out in full in the body of this Lease. Any reference to **this Lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.6 A reference to:
 - 1.6.1 the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease;
 - 1.6.2 the **Tenant** includes a reference to its successors in title and assigns;
 - 1.6.3 a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this Lease
- 1.7 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.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 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 best endeavours to prevent that thing being done by another person.
- 1.12 References to:

- 1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 45.1; and
- 1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 45.3.
- 1.13 Unless the context otherwise requires, references to the **Building**, the **Estate**, the **Estate Common Parts**, and the **Property** are to the whole and any part of them or it.
- 1.14 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.
- 1.15 For the purposes of the definition of **Insolvency Event**:
 - 1.15.1 where any of the paragraphs in that definition apply in relation to:
 - (a) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (b) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - 1.15.2 **Insolvency Event** 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.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.18 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.19 Unless expressly provided otherwise in this Lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.20 If any provision or part-provision of this Lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Lease.

2. Grant

- 2.1 At the request of the Guarantor the Landlord lets the Property to the Tenant:
 - 2.1.1 for the Contractual Term;
 - 2.1.2 with full title guarantee;
 - 2.1.3 together with the Rights;
 - 2.1.4 excepting and reserving the Reservations; and
 - 2.1.5 subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
 - 2.2.1 the Annual Rent;
 - 2.2.2 all interest payable under this Lease; and
 - 2.2.3 all other sums payable under this Lease.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this Lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995.

4. Payment of Monthly Payments

4.1 The Tenant must pay the Monthly Payments by twelve equal instalments in advance on or before the Rent Payment Dates except that:

4.1.1 the Tenant must pay the first instalment of the Monthly Payments on the Rent Commencement Date; and

4.1.2 that first instalment of the Monthly Payments shall be the proportion of the Monthly Payments calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

5.1 The Tenant must pay all sums payable to the Landlord under this Lease by:

5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or

5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay all sums payable under this Lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this Lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Business Rates and other Rates and Taxes

8.1 The Tenant must pay directly to the relevant authority all Rates and Taxes.

8.2 The Landlord shall inform the Tenant annually of the amount of Business Rates applicable to the Property, and such sum shall be payable by the Tenant as twelve equal payments to be included in the Monthly Payments.

8.3 The Tenant must 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. Utilities

9.1 The Tenant must pay all Utility Costs directly to the relevant suppliers.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Reimbursement of costs relating to common items and replacement of damaged glass

The Tenant must pay to the Landlord on demand:

- 10.1 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 or in the Estate but used or capable of being used by the Estate in common with other land.
- 10.2 any costs incurred by the Landlord in complying with clause 13.3.3 to the extent that those costs arise due to Tenant Damage.

11. Costs

- 11.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

- 11.1.1 the enforcement of the tenant covenants of this Lease;
- 11.1.2 serving any notice or taking any proceedings in connection with this Lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- 11.1.3 serving any notice in connection with this Lease under section 17 of the LTCA 1995;
- 11.1.4 the preparation and service of a schedule of dilapidations in connection with this Lease ; or
- 11.1.5 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).

12. Prohibition of dealings

- 12.1 The Tenant must not:
 - 12.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this Lease or the Property; or
 - 12.1.2 assign, part with or share any of the benefits or burdens of this Lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
 - 12.1.3 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).

13. Repair

- 13.1 Subject to clause 13.3 the Tenant must:
 - 13.1.1 keep the Property in good repair and condition;
 - 13.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
 - 13.1.3 keep the Property clean, tidy and clear of rubbish; and
 - 13.1.4 inform that Landlord as soon as reasonably possible of any maintenance issues that the Tenant believes are the responsibility of the Landlord.
 - 13.1.5 not interfere with intumescent coating to wood surfaces or any other fire barriers,
- 13.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by:
 - 13.2.1 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 or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 2.1.6 of Schedule 6); or
- (b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6;

13.2.2 an Uninsured Risk unless such damage is Tenant Damage; or

13.2.3 An Inherent Defect.

13.3 The Landlord shall:

13.3.1 keep the exterior of the Building in good repair and condition.

13.3.2 maintain and keep in good repair and condition the car parking area and adjacent soft landscaping.

13.3.3 replace any cracked or broken glass at the Property subject to the Tenant complying with clause 9.2.

13.3.4 Keep the internal parts of the Property decorated in accordance with principles of good estate management.

14. Alterations

14.1 Except as permitted by this clause 14, the Tenant must not make any:

14.1.1 alteration or addition to the Property; or

14.1.2 opening in any boundary of the Property; or

14.1.3 change to the locks in the Property or the Building (except in the case of emergency following an attempted or actual break in or other unlawful entry to the Property)

14.2 The Tenant may make internal non-structural alterations to the Property only with the express written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.3 In the case of any change to the locks in the Property the Tenant shall immediately notify the Landlord and provide at least two sets of keys for the new locks.

15. Signs

15.1 The Tenant must not:

15.1.1 display any Signs inside the Property that are visible from the outside; or

15.1.2 attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed),

the erection of on free-standing Sign of a design and size and in a position that are appropriate to

the nature and location of the Property and to the Permitted Use.

16. Returning the Property to the Landlord

16.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this Lease.

16.2 Subject to clause 16.3, the Tenant must by the Termination Date:

16.2.1 remove:

(a) any tenant's fixtures from the Property;

(b) any alterations to the Property undertaken by the Tenant; and

(c) any Signs erected by the Tenant at the Estate; and

- 16.2.2 make good any damage caused to the Estate by the removal of those items and alterations.
- 16.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause (a) and clause (b) shall not be removed pursuant to clause 16.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 16.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 16.5 The Tenant:
- 16.5.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Estate by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- 16.5.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

17. Use

- 17.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 17.2 The Tenant must not:
- 17.2.1 use the Property for any illegal purposes 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 of the Estate or any property that neighbours the Estate;
- 17.2.2 use the Property for the purposes of gaming or gambling;
- 17.2.3 hold any auction at the Property;
- 17.2.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Estate or any property that neighbours the Estate;
- 17.2.5 overload any part of the Estate nor overload or block any Service Media at or serving the Property;
- 17.2.6 allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;
- 17.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 17.2.8 (except as permitted by the Rights) place or keep any items on any external part of the Property or on the Estate Common Parts without the express written consent of NRTC and subject to evidence that any Local Authority Planning requirements have been met by the tenant;
- 17.2.9 use any part of the Property for the holding of social events at any time.
- 17.2.10 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- 17.2.11 allow any person to sleep at or reside on the Property.
- 17.3 The Tenant must provide the Landlord with an initial written risk assessment in respect of all activities to be undertaken by the Tenant at the Property and in exercise of the Rights, such risk assessment to be reviewed and reissued annually thereafter.

18. Use of Parking Spaces

18.1 The Tenant must not:

- 18.1.1 use any Parking Space for any purpose except to park one roadworthy validly taxed and insured private vehicle belonging to the Tenant or its Authorised Persons in accordance with paragraph 1.3 of Schedule 2;
- 18.1.2 obstruct any of the entrances to or exits from the Car Park or any other parking spaces in the Car Park;
- 18.1.3 store on or in any Parking Space any petrol, oil or other inflammable material (except that inside the fuel tank and engine of any vehicle parked on any Parking Space); or
- 18.1.4 maintain, repair (except for minor mechanical repairs in cases of breakdown or other emergency) or refill the petrol tank of any vehicle parked on any Parking Space.

19. Regulations

The Tenant must observe all 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 Building, and the Estate and any other neighbouring or adjoining property including (but not limited to) the requirement to adhere to a cleaning and maintenance schedule to be issued by the Landlord.

20. Exercise of the Rights

20.1 The Tenant must exercise the Rights:

- 20.1.1 only in connection with the Tenant's use of the Property for the Permitted Use; and
- 20.1.2 in accordance with any regulations made by the Landlord under clause 19; and
- 20.1.3 in compliance with all laws relating to the Tenant's use of the Property and the Estate.

21. Allow entry

21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- 21.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- 21.1.2 at any reasonable time (whether or not during usual business hours); and
- 21.1.3 with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

22. Keyholders and emergency contact details

22.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

- 22.1.1 hold a full set of keys for the Property;
- 22.1.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and
- 22.1.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

23. Compliance with laws

23.1 The Tenant must comply with all laws relating to:

- 23.1.1 the Property and the occupation and use of the Property by the Tenant;
- 23.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;

- 23.1.3 any works carried out at the Property ;
- 23.1.4 all materials kept at or disposed of from the Property; and
- 23.1.5 the exercise of the Rights.
- 23.2 The Tenant must produce to the Landlord at the commencement of this Lease and thereafter annually on renewal all licences, consents, permits and certificates required for the Tenant lawfully to carry out its activities at the Property and in exercise of the Rights including (but not limited to) such items in connection with the sale of alcohol, the preparation of food and beverages.
- 23.3 The Tenant must produce to the Landlord within one month of the date of this Lease a written inventory of all fixtures fittings and equipment brought on to and left at the Property by the Tenant. Thereafter the Tenant must give written notice to the Landlord of any changes to this inventory. Without prejudice to the generality of the Tenant's obligations in this clause, the Tenant must also produce an up to date inventory to the Landlord on demand at any time during the Term.
- 23.4 Within five working days of receipt of any notice or other communication affecting the Property or the Estate (and whether or not served pursuant to any law) the Tenant must (except in the case of any temporary structure for which the Landlord has first consented in writing):
 - 23.4.1 send a copy of the relevant document to the Landlord; and
 - 23.4.2 to the extent that 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.
- 23.5 The Tenant must not apply for any planning permission for the Property or the Estate.
- 23.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 23.7 The Tenant must 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.
- 23.8 The Landlord 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 required by the Landlord.

24. Third Party Rights

- 24.1 The Tenant must:
 - 24.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
 - 24.1.2 not do anything that may interfere with any Third Party Right.
- 24.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Estate over which the Rights are granted.

25. Registration of this Lease

- 25.1 The Tenant must:
 - 25.1.1 apply to register this Lease at HM Land Registry promptly and in any event within one month following the grant of this Lease;
 - 25.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this Lease at HM Land Registry are responded to promptly and properly; and
 - 25.1.3 send the Landlord official copies of its title within one month of completion of the registration.

26. Closure of registered title and removal of entries in relation to this Lease and easements granted by this Lease

26.1 The Tenant must make an application to HM Land Registry to close the registered title of this Lease and remove from the Landlord's title any entries relating to this Lease and any easements granted by this Lease promptly (and in any event within one month) following the Termination Date.

26.2 The Tenant must:

26.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 26.1 are responded to promptly and properly; and

26.2.2 keep the Landlord informed of the progress and completion of that application.

27. Encroachments and preservation of rights

27.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

27.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

27.2.1 immediately inform the Landlord and give the Landlord notice of that encroachment or action; and

27.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

27.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

27.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

27.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

27.5.1 immediately inform the Landlord and give the Landlord notice of that action; and

27.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

28. Replacement guarantor

28.1 Subject to clause 28.2, if:

28.1.1 an Insolvency Event occurs in relation to a guarantor; or

28.1.2 any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within [NUMBER] working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this Lease in the same form as that entered into by that guarantor.

28.2 Clause 28.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement].

29. Procure guarantor consent

- 29.1 For so long as any guarantor remains liable to the Landlord, the Tenant must, if the Landlord so requests, procure that that guarantor does all or any of the following:
- 29.1.1 joins in any consent or approval required under this Lease; and
 - 29.1.2 consents to any variation of the tenant covenants of this Lease.

30. Indemnity

- 30.1 The Tenant must 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:
- 30.1.1 any breach of any tenant covenants in this Lease;
 - 30.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this Lease; or
 - 30.1.3 any act or omission of the Tenant or any Authorised Person.

31. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this Lease during the Term.

32. Quiet enjoyment

The Landlord covenants with the Tenant that 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.

33. Designation of alternative areas, routes and facilities

- 33.1 The Landlord must when exercising any right under paragraph 1.6 of Schedule 3:
- 33.1.1 give the Tenant reasonable notice (except in case of emergency when no notice shall be required);
 - 33.1.2 use reasonable endeavours to designate alternative routes, areas or facilities that are not materially less convenient for the Tenant; and
 - 33.1.3 (except in case of emergency) when exercising its right under paragraph 1.6.2 of Schedule 3 use reasonable endeavours to ensure that access to the relevant Estate Common Parts is prevented or restricted for as short a period as is reasonably practicable
- 33.2 When exercising the right under paragraph 1.7 of Schedule 3, the Landlord must act reasonably and in the interests of good estate management.

34. Exercise of right of entry

- 34.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:
- 34.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant (which need not be in writing);
 - 34.1.2 where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
 - 34.1.3 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
 - 34.1.4 cause as little inconvenience as reasonably possible to the Tenant; and
 - 34.1.5 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

35. Scaffolding

- 35.1 In relation to any scaffolding erected pursuant to paragraph 1.5 of Schedule 3, the Landlord must:
- 35.1.1 ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
 - 35.1.2 remove the scaffolding as soon as reasonably practicable;
 - 35.1.3 following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
 - 35.1.4 if the scaffolding obstructs any Signs erected by the Tenant in accordance with this Lease, allow the Tenant to display on the exterior of the scaffolding one sign of a size and design and in a location approved by the Landlord (such approval not to be unreasonably withheld or delayed).

36. Guarantor covenants

The Guarantor covenants with the Landlord on the terms set out in Schedule 7.

37. Re-entry and forfeiture

- 37.1 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:
- 37.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
 - 37.1.2 any breach of any condition of, or tenant covenant in, this Lease; or
 - 37.1.3 an Insolvency Event.
- 37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

- 38.1 The grant of this Lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.
- 38.2 The Property is let with the benefit only of the rights set out in Schedule 2.

39. Exclusion of sections 24 to 28 of the LTA 1954

- 39.1 The parties:
- 39.1.1 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, [not less than 14 days] before [this Lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] was entered into;
 - (b) [] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] 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; and
 - 39.1.2 agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.
- 39.2 The parties confirm that:
- 39.2.1 the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be entered into by the Guarantor pursuant to paragraph 4.1 of Schedule 7, [not less than 14 days] before [this Lease was entered into; and

39.2.2 the Guarantor made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

40. No restriction on Landlord's use

Nothing in this Lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Estate (excluding the Property) or any other neighbouring or adjoining property.

41. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this Lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

42. Mutual option to break

42.1 Either the Landlord or the Tenant may terminate this Lease by serving a Break Notice on the other party at any time on or after [*insert date of fifth anniversary of this lease*].

42.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:

42.2.1 the Tenant has not paid by way of cleared funds any part of the Monthly Payments which were due to have been paid; the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or

42.2.2 there is a subsisting material breach of any of the tenant covenants of this Lease relating to the state of repair and condition of the Property.

42.3 Subject to clause 42.2, following service of a Break Notice this Lease shall terminate on the relevant Break Date.

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

42.5 If this Lease terminates in accordance with clause 42.3, then, within ten working days of the relevant Break Date, the Landlord must refund to the Tenant the proportion (calculated on a daily basis) of any Annual Rent (and any VAT paid in respect of it) paid in advance by the Tenant for the period from but excluding the relevant Break Date up to but excluding the next Rent Payment Date.

43. Breach of repair and maintenance obligation

43.1 The Landlord may enter the Property at any reasonable time to inspect its condition and state of repair and 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.

43.2 Following the service of a notice pursuant to clause 43.1, the Landlord may enter the Property and carry out the required works if the Tenant:

43.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or

43.2.2 is not carrying out the required works with all due speed.

43.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 43.2 (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.

43.4 Any action taken by the Landlord pursuant to this clause 43 shall be without prejudice to the Landlord's other rights (including those under clause 37).

44. Notices

44.1 Except where this Lease specifically states that a notice need not be in writing, any notice given under or in connection with this Lease shall be in writing and given:

44.1.1 by hand:

- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom;
- (c) in any other case, at that party's last known place of abode or business in the United Kingdom; or

44.1.2 by pre-paid first-class post or other next working day delivery service:

- (a) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- (b) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- (c) in any other case, at that party's last known place of abode or business in the United Kingdom.

44.2 If a notice complies with the criteria in clause 44.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received if:

44.2.1 delivered by hand, at the time the notice is left at the proper address; or

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

44.3 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.

45. Consents and approvals

45.1 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed unless:

45.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

45.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

45.2 If a waiver is given pursuant to clause 45.1, it shall not affect the requirement for a deed for any other consent.

45.3 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:

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

45.3.2 this Lease expressly states that the approval need not be in writing.

45.4 If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not:

45.4.1 imply that any consent or approval required from a third party has been obtained; or

45.4.2 obviate the need to obtain any consent or approval from a third party.

46. Expert determination

46.1 This clause 46 applies in relation to any matter referred to an Expert for determination pursuant to paragraph 3.2 of Schedule 5.

46.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.

46.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 10 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.

- 46.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.
- 46.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- 46.5.1 either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
- 46.5.2 this clause 46 shall apply to the new Expert as if they were the first Expert appointed.
- 46.6 The parties are entitled to make submissions to the Expert and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 46.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this Lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 46.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 46.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 46.10 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Expert from reaching their determination.
- 47. VAT**
- 47.1 All sums payable by either party under or in connection with this Lease are exclusive of any VAT that may be chargeable.
- 47.2 A party to this Lease must pay VAT in respect of all taxable supplies made to that party 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.
- 47.3 Every obligation on either party, under or in connection with this Lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
- 48. Joint and several liability**
- Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this Lease. The party to whom those obligations and liabilities are owed 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.
- 49. Entire agreement**
- 49.1 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.
- 49.2 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).
- 49.3 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.

50. Contracts (Rights of Third Parties) Act 1999

This Lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

51. Governing Law

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

52. Jurisdiction

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

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

SCHEDULE 1 - Property

1. The premises known as Maude Community Centre Annex, Station Road TN28 8LQ forming part of the Building and shown edged red on Plan 1 together with the external area shown edged orange on Plan 1:
 - 1.1 Including:
 - 1.1.1 the whole of any non-structural walls and columns wholly within those premises;
 - 1.1.2 the interior plaster and other interior surface finishes on the:
 - (a) exterior non-structural walls and columns bounding those premises;
 - (b) interior non-structural walls and columns separating those premises from any other part of the Building; and
 - (c) structural walls and columns within or bounding those premises;
 - 1.1.3 the interior plaster and other interior surface finishes on the ceilings within those premises;
 - 1.1.4 the floor screed and other interior surface finishes on the floors within those premises;
 - 1.1.5 the doors, door frames and fittings within all the walls within and bounding those premises;
 - 1.1.6 the windows, window frames and fittings within all the walls within and bounding those premises;
 - 1.1.7 all Service Media and any other media, plant, machinery and equipment within and exclusively serving those premises;
 - 1.1.8 all landlord's fixtures and fittings within those premises; and
 - 1.1.9 all additions and improvements to those premises.
 - 1.2 Excluding:
 - 1.2.1 all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
 - 1.2.2 all structural parts of the Estate (except any set out in paragraph 1.1 of this Schedule).

SCHEDULE 2 - Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
 - 1.1 The right to support and protection for the Property from the other parts of the Building and the Estate to the extent that those parts of the Building or the Estate provide support and protection to the Property at the date of this Lease.
 - 1.2 In accordance with any Landlord's designation under paragraph 1.7 of Schedule 3. the right to use the Estate Common Parts for the purposes of access to and egress from the Property and those parts of the Estate over which the Tenant is granted rights in this Schedule.
 - 1.3 Subject to there being sufficient available parking spaces within the Car Park, the right to park private cars belonging to the Tenant or any Authorised Persons in any of the parking spaces within the Car Park while such persons are visiting the Property.
 - 1.4 The right to deposit refuse in refuse bins situated in such area as shall be designated from time to time by the Landlord.
 - 1.5 The right to use for the purpose of emergency egress on foot from the Property such emergency and fire escape routes designated from time to time by the Landlord.

SCHEDULE 3 - Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this Lease the following easements (for the benefit of the Estate (excluding the Property)) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property:
 - 1.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - 1.2.2 to carry out any works to any other part of the Estate; and
 - 1.2.3 for any other purpose mentioned in or connected with:
 - (a) this Lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - 1.3.1 use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Term;
 - 1.3.2 install and construct Service Media at the Property to serve any other part of the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Estate or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 Subject to the Landlord complying with clause 35, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 Subject to the Landlord complying with clause 33.1, the right from time to time to:
 - 1.6.1 designate alternative areas, routes or facilities over which the Rights may be exercised ; or
 - 1.6.2 prevent or restrict access to any of the Estate Common Parts if reasonably required to enable works to be carried out to any part of the Estate or in case of emergency.
 - 1.7 Subject to the Landlord complying with clause 33.2, the right from time to time to designate which of the Estate Common Parts may be used by the Tenant on foot only, by vehicles only or both on foot and by vehicles and this shall include the right to specify which type, size and weight of vehicles are permitted to use any of those Estate Common Parts designated by the Landlord for use by vehicles.
 - 1.8 Subject to the Landlord complying with clause 33 (other than 33.1.2) the right at any time that the Property is not being used and the Rights are not being exercised by the Tenant to use the Property or any part of the Property for public hire by any person or persons authorised by the Landlord.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Estate Common Parts or loss of amenity for the Property or the Estate Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

- 2.2 May be exercised by:
 - 2.2.1 the Landlord;
 - 2.2.2 anyone else who is or becomes entitled to exercise them; and
 - 2.2.3 anyone authorised by the Landlord.
- 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

SCHEDULE 4 - Third Party Rights

All easements and other rights, covenants and restrictions affecting the Estate and any land over which the Rights are granted including those set out or referred to in the register entries of title number K815301 as at the date of this Lease

SCHEDULE 5 - Rent review

1. DEFINITIONS

The following definitions apply in this Schedule.

Base Rent	rent of £8,640 per annum.
Base RPI Month	[BASE MONTH AND YEAR FOR RPI CALCULATION].
Review Date	every anniversary of the date of this lease.
RPI	the Retail Prices Index or any official index replacing it.
Shortfall Payment Date	the date which is ten working days from and including the date that the revised Annual Rent is calculated by the Landlord and notified to the Tenant.

2. REVIEW OF THE ANNUAL RENT

- 2.1 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this Schedule.
- 2.2 The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month that falls two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 2.3 The Landlord shall calculate the indexed rent as soon as reasonably practicable and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 2.4 As soon as practicable after the amount of the revised Annual Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

3. CHANGES TO THE INDEX

- 3.1 Subject to paragraph 3.2 of this Schedule, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
- 3.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:
 - 3.2.1 the Landlord or the Tenant reasonably believes that any change referred to in paragraph 3.1 of this Schedule would fundamentally alter the calculation of the indexed rent in accordance with paragraph 2.2 of this Schedule, and has given notice to the other party of this belief; or
 - 3.2.2 it becomes impossible or impracticable to calculate the indexed rent in accordance with paragraph 2.2 of this Schedule.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with clause 44 of this Lease and the Expert shall

determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

4. LATE REVIEW OF ANNUAL RENT

4.1 If the revised Annual Rent has not been determined pursuant to this Schedule on or before the relevant Review Date, the Tenant must:

4.1.1 continue to pay the Annual Rent at the rate payable immediately before that Review Date; and

4.1.2 on or before the Shortfall Payment Date, pay:

(a) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been determined pursuant to this Schedule on or before that Review Date; and

(b) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been determined pursuant to this Schedule on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

5. TIME NOT OF THE ESSENCE

5.1 Time is not of the essence for the purposes of this Schedule.

6. GUARANTOR

6.1 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.

SCHEDULE 6- Insurance

1. LANDLORD'S OBLIGATION TO INSURE

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must insure (and keep insured):
- 1.1.1 the Building and the Estate Common Parts on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost;
 - 1.1.2 against public liability of the Landlord in relation to the and the Estate Common Parts in such amount and on such terms as the Landlord shall reasonably consider appropriate; and
 - 1.1.3 loss of Annual Rent from the Property for up to three years but no less than two years.
- 1.2 The Landlord shall not be obliged to insure:
- 1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items;
 - 1.2.2 any alterations to the Property that form part of the Property unless:
 - (a) those alterations are permitted or required under this Lease;
 - (b) those alterations have been completed in accordance with this Lease and (where applicable) in accordance with the terms of any consent or approval given under this Lease; and
 - (c) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - 1.2.3 the Building and the Estate Common Parts when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. TENANT'S OBLIGATIONS

- 2.1 The Tenant must:
- 2.1.1 immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and the Estate Common Parts and must also give the Landlord notice of that matter;
 - 2.1.2 not do or omit to do anything as a result of which:
 - (a) any insurance policy for the Estate may become void or voidable or otherwise prejudiced;
 - (b) the payment of any policy money may be withheld; or
 - (c) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
 - 2.1.3 comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Estate where written details of those requirements or recommendations have first been given to the Tenant;
 - 2.1.4 give the Landlord immediate notice of the occurrence of:
 - (a) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (b) any other event that might affect any insurance policy relating to the Property;

- 2.1.5 except for the Excluded Insurance Items forming part of the Property, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;
- 2.1.6 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 Authorised Person; and
- 2.1.7 insure (and keep insured) against public liability occupier's liability of the Tenant in relation to the Property and the Tenant's use of the Estate Common Parts in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord at the commencement of this Lease and annually thereafter with:
 - (a) full details of that insurance policy; and
 - (b) evidence of payment of the current year's premiums.
- 2.1.8 Insure (and keep insured) the contents of the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord at the commencement of this Lease and annually thereafter with:
 - (a) full details of that insurance policy; and
 - (b) evidence of payment of the current year's premiums.

3. SUSPENSION OF ANNUAL RENT

- 3.1 Subject to paragraph 3.2 of this Schedule, if any Estate Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of them according to the nature and extent of that Estate Damage) shall be suspended until the earlier of:
 - 3.1.1 the date on which the relevant parts of the Building and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
 - 3.1.2 the date on which the Landlord's insurance for loss of rent expires.
- 3.2 The Annual Rent shall not be suspended under paragraph 3.1 of this Schedule if the Estate Damage is caused by:
 - 3.2.1 an Insured Risk and:
 - (a) the policy of insurance in relation to the Building and the Estate Common Parts has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (b) the Tenant has not complied with paragraph 2.1.6 of this Schedule; or
 - 3.2.2 an Uninsured Risk and the Estate Damage was Tenant Damage.

4. TERMINATION IF REINSTATEMENT UNVIALE OR IMPRACTICAL FOLLOWING ESTATE DAMAGE BY AN INSURED RISK

- 4.1 Following Estate Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Building and the Estate Common Parts, the Landlord may terminate this Lease by giving notice to the Tenant within twelve months from and including the date on which that Estate Damage occurred.

5. ESTATE DAMAGE BY AN UNINSURED RISK

- 5.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 3.1 of this Schedule due to Estate Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Estate Damage occurred, the Landlord must either:
 - 5.1.1 terminate this Lease by giving notice to the Tenant; or

- 5.1.2 notify the Tenant that it intends to reinstate the relevant parts of the Building and the Estate Common Parts at its own cost.
- 5.2 If the Landlord notifies the Tenant under paragraph 5.1.2 that it intends to reinstate the relevant parts of the Building and the Estate Common Parts, then the Landlord must use:
- 5.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building and the Estate Common Parts; and
- 5.2.2 its own monies to reinstate the relevant parts of the Building and the Estate Common Parts but the Landlord shall not be obliged to:
- (a) reinstate unless all necessary planning and other consents are obtained;
 - (b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (c) reinstate after a notice to terminate has been served pursuant to this Schedule 6.
- 5.3 If paragraph 5.1 applies but the Landlord has not served a notice under either paragraph 5.1.1 or paragraph 5.1.2 by the date which is 12 months from and including the date on which the relevant Estate Damage occurred, the Tenant may at any time thereafter terminate this Lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.

6. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF SUSPENSION OF ANNUAL RENT

- 6.1 If Estate Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 5.1.2 of this Schedule) occurs and the relevant parts of the Building and the Estate Common Parts have not been reinstated so as to make the Property fit for occupation and use and accessible by the date on which the Annual Rent ceases to be suspended under paragraph 4.1 of this Schedule, either party may at any time thereafter terminate this Lease by giving notice to the other provided that:
- 6.1.1 such notice is served before the relevant parts of the Building and the Estate Common Parts have been reinstated so as to make the Property fit for occupation and use and accessible; and
- 6.1.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 13 or this Schedule 6.

7. CONSEQUENCES OF TERMINATION

- 7.1 If either party gives a notice to terminate this Lease in accordance with this Schedule 6:
- 7.1.1 this Lease shall terminate with immediate effect from the date of the notice;
- 7.1.2 none of the parties shall have any further rights or obligations under this Lease except for the rights of any party in respect of any earlier breach of this Lease; and
- 7.1.3 any proceeds of the insurance for the Building and the Estate Common Parts shall belong to the Landlord.

8. TENANT DAMAGE

- 8.1 In this paragraph, the term **Uninsured Tenant Damage** shall mean any damage to or destruction of the Estate by an Uninsured Risk that is caused by Tenant Damage provided that that damage or destruction does not solely affect the Property.
- 8.2 If any Uninsured Tenant Damage occurs, the Landlord shall not be obliged to reinstate the Building or Estate Common Parts but, notwithstanding the provisions of clause 13

and clause 43, (in its absolute discretion) the Landlord may give the Tenant a notice that it intends to reinstate the Building or Estate Common Parts.

- 8.3 If the Landlord serves a notice pursuant to paragraph 8.2 of this Schedule, the Landlord shall not be obliged to:
 - 8.3.1 reinstate unless all necessary planning and other consents are obtained; or
 - 8.3.2 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Estate is provided.
- 8.4 Following the service of a notice pursuant to paragraph 8.2 of this Schedule, the Landlord may enter the Property and carry out the works required to reinstate the Property.
- 8.5 The Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating any Uninsured Tenant Damage pursuant to this paragraph 8 of this Schedule (including, but not limited to, any professional fees and any VAT in respect of those costs) and any such payment shall be a debt due from the Tenant to the Landlord.
- 8.6 Any action taken by the Landlord pursuant to this paragraph 8 of this Schedule shall be without prejudice to the Landlord's other rights (including those under clause 37).

SCHEDULE 7- Guarantee and indemnity

1. GUARANTEE AND INDEMNITY

- 1.1 The Guarantor guarantees to the Landlord that the Tenant shall:
- 1.1.1 pay the Rents and observe and perform the tenant covenants of this Lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
 - 1.1.2 observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this Lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.
- 1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:
- 1.2.1 to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this Lease; or
 - 1.2.2 to observe or perform any of the obligations the Tenant enters into in the AGA.

2. GUARANTOR'S LIABILITY

- 2.1 The liability of the Guarantor under paragraph 1.1.1 and paragraph 1.2.1 of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this Lease by virtue of the LTCA 1995, if earlier.
- 2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
- 2.2.1 any time or indulgence granted by the Landlord to the Tenant;
 - 2.2.2 any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this Lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
 - 2.2.3 any refusal by the Landlord to accept any rent or other payment due under this Lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
 - 2.2.4 the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this Lease (or the Tenant's obligations under the AGA);
 - 2.2.5 the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;
 - 2.2.6 a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
 - 2.2.7 any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
 - 2.2.8 the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
 - 2.2.9 without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this Lease or the forfeiture of this Lease;

- 2.2.10 the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
 - 2.2.11 any other act or omission except an express written release by deed of the Guarantor by the Landlord.
- 2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

- 3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this Lease (or the AGA).
- 3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the AGA) whether or not:
- 3.2.1 the variation is material or prejudicial to the Guarantor;
 - 3.2.2 the variation is made in any document; or
 - 3.2.3 the Guarantor has consented, in writing or otherwise, to the variation.
- 3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this Lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4. GUARANTOR TO TAKE A NEW LEASE OR MAKE PAYMENT

- 4.1 If this Lease is forfeited or the liability of the Tenant under this Lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- 4.2.1 be granted subject to the right of any person to have this Lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - 4.2.2 be for a term that expires on the same date as the end of the Contractual Term of this Lease had there been no forfeiture or disclaimer;
 - 4.2.3 reserve as an initial annual rent an amount equal to the Annual Rent payable under this Lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it [(subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this Lease;
 - 4.2.4 be excluded from sections 24 to 28 of the LTA 1954; and
 - 4.2.5 otherwise be on the same terms as this Lease (as varied if there has been any variation).
- 4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this Lease.

- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months' Annual Rent and the Guarantor must pay that amount on demand.

5. RENT AT THE DATE OF FORFEITURE OR DISCLAIMER

- 5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this Lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this Lease, such review date to be included in the new lease.
- 5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2.3 of this Schedule.

6. PAYMENTS IN GROSS AND RESTRICTIONS ON THE GUARANTOR

- 6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.
- 6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.
- 6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. OTHER SECURITIES

- 7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.
- 7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this Lease. It shall not merge in or be affected by any other security.
- 7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this Lease.

THE COMMON SEAL OF **THE CINQUE PORT TOWN
OF NEW ROMNEY** was hereunto affixed in the
presence of:

.....

Witness Signature

.....

Witness Name

Executed as a Deed by [REDACTED] acting
by a director in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

.....

Witness Address

.....

Director

Signed as a Deed by [REDACTED]
in the presence of:

.....

Witness Signature

.....

Witness Name

.....

.....

.....

Witness Address

.....

[REDACTED]

APPENDIX A – Plan 1

END