

DATED \_\_\_\_\_ 20\_\_\_\_

**LEASE**

**relating to**

[DESCRIPTION OF PROPERTY]

between

**LEICESTER CITY COUNCIL**

and

**[TENANT]**

and

**[GUARANTOR]**

Kamal Adatia  
City Barrister & Head of Standards  
Leicester City Council  
City Hall  
115 Charles Street  
Leicester  
LE1 1FZ

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**LR1. Date of lease** \_\_\_\_\_ **20** \_\_\_\_\_

**LR2. Title number(s)**

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

LT

**LR2.2 Other title numbers**

[TITLE NUMBER(S)] OR [None]

**LR3. Parties to this lease**

**Landlord**

LEICESTER CITY COUNCIL

City Hall, 115 Charles Street, Leicester, LE1 1FZ

**Tenant**

[NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

**Other parties**

[[None

OR

[NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

**Guarantor]**

**LR4. Property**

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

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

**LR5. Prescribed statements etc.**

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

[TO BE COMPLETED BY TENANT'S SOLICITOR IF CHARITY]

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

Landlord & Tenant Act 1954

**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**

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY].]

This lease is dated \_\_\_\_\_ 20\_\_\_\_

## **PARTIES**

- (1) LEICESTER CITY COUNCIL of City Hall 115 Charles Street Leicester LE1 1FZ  
**(Landlord)**
- (2) [FULL COMPANY NAME] [incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] **(Tenant)**
- (3) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] **(Guarantor)**

## **BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.
- (C) 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 rate of £[AMOUNT] per annum

**OR**

rent at a rate of:

- a) £[AMOUNT] per annum for the period from and including the Rent Commencement Date to and including [DATE]; [and]
- b) [£[AMOUNT] per annum for the period from and including [DATE] to and including [DATE]; [and]]
- c) £[AMOUNT] per annum for the period from and including [DATE].

**Authorised Person:** any:

- a) workers, contractors or agents of the Tenant; or
- b) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) of this definition.

**Break Date:** A date which is at least 6 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 40.

**Contractual Term:** a term of [5] years from and including the date of this lease to and including \_\_\_\_\_.

**Default Interest Rate:** 5% per annum above the Interest Rate.

**Energy Assessor:** an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Excluded Insurance Items:** any:

- a) glass forming part of the Property; and
- b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

**[Expert:** an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- b) with [at least 10 years' post-qualification experience including] relevant experience in the subject matter of the dispute; and
- c) appointed in accordance with **Error! Bookmark not defined.****Error! Reference source not found.** of **Error! Reference source not found.** of **Error! Reference source not found.**]

**Insolvency Event:** subject to clause 1.15, any one or more of the following:

- 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;
- 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;
- 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;
- 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;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

- 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;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor 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 any guarantor; [or]
- 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 any 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:** fire lightning explosion aircraft (including articles dropped from aircraft) riot civil commotion malicious persons earthquake storm tempest flood bursting and overflowing of water pipes tanks and other apparatus and impact by road vehicles or such other risks fit to insure against

**Interest Rate:** the base rate from time to time of Barclays Bank plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

**[Landlord's Neighbouring Property:** the freehold property known as [DESCRIPTION OR ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] shown edged [COLOUR] on the Property Plan.]

**LPA 1925:** Law of Property Act 1925.

**LTA 1927:** Landlord and Tenant Act 1927.

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

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995.

**Permitted Use:** For community purposes and as a community hub for [ ] and for the benefit of the community and in keeping with the Tenant's stated intention in the Tenant's Business Plan annexed at Annex B to this Lease and in any event not to use the Premises otherwise than for uses within Classes [E, F1 or F2] of the Town and Country Planning (Use Classes) Order 1987 or such other use as the Landlord shall approve in writing.

**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.

**Property Damage:** damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

**Property Plan:** the plan numbered [ ] annexed to this lease at ANNEX A.



**Rates and Taxes:** 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 any taxes:

- 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.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**Rents:** the rents set out in clause 2.2.

**Rent Commencement Date:** the date of this lease.

**Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December.

**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, awnings, placards, boards, posters and advertisements.

**Tenant's Business Plan:** the business plan agreed by the Landlord for the Permitted Use as annexed to this Lease at Annex B.

**Term:** the Contractual Term.

**Termination Date:** the date on which the Term ends (however it ends).

**Third Party Rights:** the matters set out in **Error! Reference source not found..**

**Transaction:** is:

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

**Utilities:** electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

**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:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
  - (b) the **Tenant** includes a reference to its successors in title and assigns;
  - (c) a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 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 **authorised guarantee agreement**, **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:
- (a) the consent of the Landlord are to the consent of the Landlord as the landlord of the Property and not in any other capacity given in accordance with clause 43.1;

- (b) the approval of the Landlord are to the approval of the Landlord as the landlord of the Property and not in any other capacity given in accordance with clause 43.3; and
- 1.13 Unless the context otherwise requires, references to the **Property** [and the **Landlord's Neighbouring Property**] are to the whole and any part of [it **OR** them].
- 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**:
- (a) where any of the paragraphs in that definition apply in relation to:
    - (i) 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
    - (ii) 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
  - (b) **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 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.19 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.
- 1.20 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.
- 1.21 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 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) together with the Rights; and
- (c) excepting and reserving the Reservations.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) all interest payable under this lease;
- (c) any other sums payable under this lease; and
- (d) all VAT chargeable on the other rents set out in this clause 2.2.

## **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 Annual Rent**

The Tenant must pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) that first instalment of Annual Rent shall be 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**

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) 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
- (b) 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 the Annual Rent and all other 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. Rates and Taxes**

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 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.
- 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. Common items**

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

## **11. Costs**

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:

- (a) the enforcement of the tenant covenants of this lease;

- (b) 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);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

## **12. Prohibition of dealings**

The Tenant must not:

- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) 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.

## **13. Repair**

13.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition;
- (b) [ensure that any Service Media forming part of the Property is kept in good working order;
- (c) keep the Property clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

## **14. Decoration**

14.1 The Tenant must:

- (a) decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out:

- (i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
- (ii) the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

## **15. Alterations**

15.1 Except as permitted by this clause 15, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.6.

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

15.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 15;
- (b) those alterations do not adversely impact on the structural integrity of the Property; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.6 [The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property].

## **16. Signs**

16.1 The Tenant must not:

- (a) display any Signs inside the Property that are visible from the outside; or
- (b) 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), Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

16.2 The Tenant must allow the Landlord to fix to and keep at the Property:

- (a) during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
- (b) at any time during the Term, any sale board as the Landlord reasonably requires.

## **17. Window cleaning**

As often as reasonably necessary, the Tenant must clean the internal and external surfaces of any:

- (a) windows; and
- (b) other glass;

at the Property.

## **18. Returning the Property to the Landlord**

18.1 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.

18.2 Subject to clause 18.3, the Tenant must by the Termination Date:

- (a) remove:
  - (i) any tenant's fixtures from the Property;
  - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
  - (iii) any Signs erected by the Tenant at the Property; and
- (b) make good any damage caused to the Property by the removal of those items and alterations.

18.3 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 18.2(a)(i) and clause 18.2(a)(ii) shall not be removed pursuant to clause 18.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

18.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

18.5 The Tenant:



- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) 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.

## **19. Use**

19.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

19.2 The Tenant must not:

- (a) 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 or any property that neighbours the Property;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- (e) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (f) Not to park or leave unattended or load or unload any motor vehicle other than from any designated car parking spaces or loading bay;
- (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (h) (except as permitted by clause 15.5) interfere with any Service Media at the Property;
- (i) 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
- (j) allow any person to sleep at or reside on the Property.

19.3 [The Tenant shall ensure that the Property is open and available at all times for use or hire by local residents and community groups for community purposes and to the satisfaction of the Landlord]

19.4 [The Tenant shall provide availability of the building for use by other community organisations for a minimum period of 20% of the time within normal opening hours deemed to be 9am and 9pm daily for the purposes of this Clause]

- 19.5 [Not at any time during the said term permit the sale or consumption of any intoxicating liquors on the Property]
- 19.6 [At all times to ensure the management and operation of the Property in accordance with accepted good practice standards for community buildings]
- 19.7 [For the first 12 months of the term of this Lease to ensure that the charge for the hire of the Property does not increase above the hire charge applying immediately prior to the grant of this Lease]
- 19.8 [Following the expiry of the period referred to in Clause 19.7 the Tenant shall be entitled to introduce a fair and reasonable increase in the said hire charges as may be agreed between the Landlord and the Tenant (acting reasonably) such increase to be comparable to hire charges levied for similar premises to the Property]
- 19.9 [The Tenant shall ensure that the Property (or such part thereof as may be specified) is available for use for elections and referendums as required by the local Returning Officer for the electoral district in which the Property is situate]
- 19.10 [The Tenant shall ensure that it adopts a “good neighbour” approach to adjoining owners and occupiers]

## **20. Exercise of the Rights**

The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use; and
- (b) in compliance with all laws relating to the Tenant's use of the Property[, the Landlord's Neighbouring Property] and any other neighbouring or adjoining property pursuant to the Rights.]

## **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:
- (a) 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;
  - (b) at any reasonable time (whether or not during usual business hours); and
  - (c) 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**

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

- (a) hold a full set of keys for the Property;
- (b) hold all the access codes for the Tenant's security systems (if any) at the Property; and
- (c) 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:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) 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;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

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

- (a) send a copy of the relevant document to the Landlord; and
- (b) 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.

23.3 The Tenant must not:

- (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works permitted under this lease); or
- (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).

23.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.

23.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

23.6 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.

23.7 The Tenant must keep:

- (a) 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 recommended by them or reasonably required by the Landlord; and
- (b) that machinery, equipment and alarms properly maintained and available for inspection.

## **24. Energy Performance Certificates**

24.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

24.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

24.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

24.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

## **25. Third Party Rights**

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

## **26. Encroachments and preservation of rights**

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

26.2 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:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) 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.

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

26.4 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.

26.5 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:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) 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.

## **27. Replacement guarantor**

27.1 Subject to clause 27.2, if:

- (a) an Insolvency Event occurs in relation to a guarantor; or
- (b) 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 20 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.

27.2 clause 27.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

## **28. Procure guarantor consent**

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:

- (a) joins in any consent or approval required under this lease; and
- (b) consents to any variation of the tenant covenants of this lease.

## **29. Indemnity**

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 Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) 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
- (c) any act or omission of the Tenant or any Authorised Person.

## **30. Landlord covenants**

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

## **31. 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.

## **32. Exercise of right of entry**

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

- (c) cause as little inconvenience as reasonably possible to the Tenant; and
- (d) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

**33. [Guarantor covenants**

The Guarantor covenants with the Landlord on the terms set out in **Schedule 5.**]

**34. Re-entry and forfeiture**

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

- (a) the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

34.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, 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.

**35. Section 62 of the LPA 1925, implied rights [and existing appurtenant rights]**

35.1 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.

**36. Exclusion of sections 24 to 28 of the LTA 1954**

36.1 The parties:

- (a) confirm that:
  - (i) 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 was entered into;
  - (ii) the Tenant made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; [and]
  - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

36.2 [The parties confirm that:

- (a) 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 **Error! Bookmark not defined.** **Error! Reference source not found.** of Schedule 5, [not less than 14 days] before [this lease **OR** [DETAILS OF AGREEMENT FOR LEASE]] was entered into; and
- (b) [the Guarantor **OR** [DECLARANT'S NAME], who was duly authorised by the Guarantor to do so,] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954.]]

**37. Compensation on vacating**

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

**38. 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 Landlord's Neighbouring Property or] any other neighbouring or adjoining property.

**39. 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.

**40. Landlord's option to break**

- 40.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least 6 months before the Break Date.
- 40.2 Following service of a Break Notice this lease shall terminate on the Break Date.
- 40.3 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

**41. Breach of repair and maintenance obligation**

- 41.1 The Landlord may enter the Property 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.
- 41.2 Following the service of a notice pursuant to clause 41.1, the Landlord may enter the Property and carry out the required works if the Tenant:



- (a) 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
  - (b) is not carrying out the required works with all due speed.
- 41.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 41.2 (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.
- 41.4 Any action taken by the Landlord pursuant to this clause 41 shall be without prejudice to the Landlord's other rights (including those under clause 34).

## **42. Notices**

- 42.1 A notice under this Lease must be in writing and the receiving party acknowledges receipt is valid if (and only if) it complies with the following conditions
  - (a) the notice must be given by hand or sent by registered post or recorded delivery
  - (b) the notice must be served:
    - (i) where the receiving party is a company - at its registered office or at the Property;
    - (ii) where the receiving party is the Tenant (not being a company) - at the Property;
    - (iii) where the receiving party is the Landlord or the Guarantor and that party is not a company - at that party's address shown in this Lease or at any alternative address specified in a notice given by that party to the other parties;
- 42.2 A notice sent by registered post or recorded delivery is to be treated as served on the third day after posting (excluding Sundays Bank Holidays and any Tuesday following a Bank Holiday which falls on a Monday) whenever and whether or not it was received
- 42.3 If the receiving party is more than one person a notice to one is notice to all
- 42.4 In this Clause reference to a party includes the Guarantor

## **43. Consents and approvals**

- 43.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
  - (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
  - (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

- 43.2 If a waiver is given pursuant to clause 43.1, it shall not affect the requirement for a deed for any other consent.
- 43.3 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:
- (a) the approval is being given in a case of emergency; or
  - (b) this lease expressly states that the approval need not be in writing.
- 43.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
- (a) imply that any consent or approval required from a third party has been obtained; or
  - (b) obviate the need to obtain any consent or approval from a third party.

#### **44. VAT**

- 44.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 44.2 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.
- 44.3 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).

#### **45. 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.

#### **46. Entire agreement**

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

46.3 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.

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

**47. 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.

**48. 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.

**49. 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.

**50. Good Employer Conditions**

50.1 In the interest of good employment practices if the Tenant at any time during the Term employs five or more persons including outworkers:-

- (a) to recognise and encourage the freedom and right of any employee to be a member of a trade union.
- (b) to recognise and negotiate for the purpose of collective bargaining with any trade union(s) which is or are representative of employees;
- (c) to observe such obligations as are imposed upon the Tenant by the Health and Safety at Work Act 1974, the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976 and the Employment Rights Act 1996 insofar as they apply to the Tenant;
- (d) to ensure that if outworkers are employed they are under no worse conditions of service than those enjoyed by other employees of the Tenant;
- (e) inform the relevant authority of occupation of the premises and give permission for the Landlord to do likewise;
- (f) for the purposes only of enabling the Landlord to satisfy itself that the obligations contained in the foregoing sub-clauses of this clause are being complied with and upon fourteen days' notice to do so, to provide the Landlord or its duly authorised officer or agent with such information in such form as may reasonably be necessary for such purposes Provided Always that nothing in this Clause shall enable the Landlord its officers or agents to require

any information relating to the financial status or affairs of the Tenant or other confidential information which does not relate to the employment of persons by the Tenant and their conditions of service

50.2 To observe and comply with the provisions of the Race Relations Act 1976 so far as they apply to the Tenant and in connection with the use of the Property to have regard to the duties imposed upon the Landlord as the local authority by Section 71 of the Race Relations Act 1976 and in particular not to use or permit the use of the Property for any purposes which could reasonably be regarded as adverse to the objectives expressed in the said Section 71, namely:-

- (a) To eliminate unlawful racial discrimination
- (b) To promote equality of opportunity and good relations between persons of different racial groups

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

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## **Schedule 1 Property**

1. The [land and building[s]] known as [ADDRESS] and shown edged red on the Property Plan [including one half severed vertically of any party [fence] walls separating those premises from any adjoining premises].
2. [The car parking spaces coloured [blue] on the Plan]
3. The Landlord's Fixtures and Fittings now or at any time fixed to the Property
4. All additions and improvements to the Property.
5. All Service Media within and exclusively serving the Property but excluding:
  - 5.1 the air space above the Property; and
  - 5.2 Service Media in but not exclusively serving the Property

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## **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 Landlord's Neighbouring Property to the extent that the Landlord's Neighbouring Property provides support and protection to the Property at the date of this lease.]
  - 1.2 The right to the transmission of water soil gas electricity and other services conducted to or from the Property through the Service Media

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### 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 Landlord's Neighbouring 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 32, the right to enter the Property for any other purpose mentioned in or connected with:
    - (a) this lease;
    - (b) the Reservations; or
    - (c) the Landlord's interest in the Property or [the Landlord's Neighbouring Property] [or] [any neighbouring or adjoining property in which the Landlord acquires an interest during the Term].
  - 1.3 The right to:
    - (a) use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
    - (b) install and construct Service Media at the Property to serve [the Landlord's Neighbouring Property] [or] [any neighbouring or adjoining property in which the Landlord acquires an interest during the Term]; and
    - (c) 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 Landlord's Neighbouring Property] [or] [any neighbouring or adjoining property in which the Landlord acquires an interest during the Term] as the Landlord may think fit.]
  - 1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
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 loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
  - 2.2 May be exercised by:
    - (a) the Landlord;

- (b) anyone else who is or becomes entitled to exercise them; and
  - (c) 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 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.

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## **Schedule 4 Insurance**

### **1. Tenant to insure**

The Tenant shall:

- 1.1 Keep the Property insured with a reputable insurance office against loss or damage by the Insured Risks in the sum the Tenant is advised represents the reinstatement value of the Property from time to time;
- 1.2 Pay the premiums for insurance promptly as they become due and maintain in force the policies of insurance on the Property;
- 1.3 Following the incidence of damage to or destruction of the Property and subject to receipt of all necessary consents, licenses, permissions and the like to apply the proceeds of the policy of the insurance received for those purposes in rebuilding and reinstating the Property (provided that this covenant should be satisfied if the Tenant provides premises not necessarily identical to the Property as the same existing prior to such damage or destruction occurring) as soon as may be reasonably practicable provided that in case it shall be impossible or impracticable to reinstate the Property in accordance with the provisions of this Clause 10 within 3 years of the date of damage or destruction occurring any monies received under the said policy of insurance shall belong to the Tenant and the Tenant will at its own cost clear the Property;
- 1.4 Produce to the Landlord a copy of the insurance policy whenever reasonably requested and the receipt for the last or other evidence of renewal and up to date details of the amount of cover (but no more often than once in any period of 12 months in both cases);
- 1.5 Not to knowingly do anything whereby any policy of insurance relating to the Property may become void or voidable

### **2. Rent suspension**

- 2.1 If the Property or any part of it is so damaged or destroyed by any of the Insured Risks as to become completely or partly unfit for occupation and use and the sum insured is not wholly or partly irrecoverable because of any act or omission of the Tenant the rents or a fair proportion of them according to the nature and extent of the damage sustained shall be suspended until the Property shall be made fit for occupation and use as certified by the Landlord or until the date of expiry of a notice of election given by either the Landlord or the Tenant under the following conditions:-
  - (a) If the Property is so destroyed or damaged by any of the Insured Risks as to become wholly unfit for occupation or use and cannot be reinstated without substantial rebuilding the Landlord may elect to treat this Lease as at an end and re-enter the Property on giving to the Tenant not less than one month's written notice

(b) It is a further condition that if the Property is not reinstated within six months after such destruction or damage the Tenant may elect to treat this Lease as at an end and quit the Property on giving to the Landlord not less than one month's written notice

2.2 Any election by either party shall be subject to the Landlord's rights to recover any rents and other sums payable up to the expiry date of the notice of election and to the rights of either party in respect of any then subsisting breach of covenant

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**Schedule 5 Guarantee**

**1. Guarantee**

- 1.1 The Guarantor agrees with the Landlord as follows:
- 1.2 that if the Tenant defaults in paying the rents or complying with the Tenant's Covenants the Guarantor will pay and make good to the Landlord on demand all resulting losses damages costs and expenses
- 1.3 Nothing will discharge the Guarantor in whole or in part or in any way affect the Guarantor's liability under this covenant except a specific written release signed by the Landlord
- 1.4 If the Tenant surrenders part of the Property the liability of the Guarantor shall continue in respect of the part of the Property not surrendered after making any necessary apportionments under Section 140 of the Law of Property Act 1925

Executed as a deed by  
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COUNCIL by affixing its  
Common Seal the day  
and year first before  
written

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Authorised Signatory

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acting by \*[two directors]  
[a director and the  
Company Secretary] [a  
director in the presence  
of this witness

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Signature of Director

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Signature of  
Director/Company  
Secretary/Witness\*

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Address of witness:

Occupation of witness:

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acting by \*[two directors]  
[a director and the  
Company Secretary] [a  
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Secretary/Witness\*

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**ANNEX B Tenant's Business Plan**

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