**DATED**

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lease

relating to

Café at North Beach Windsports Centre, Clifton Drive North, Lytham St Annes, FY8 2PP

between

FYLDE BOROUGH COUNCIL

and

[TENANT]

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**LR1. Date of lease**

[DATE]

**LR2. Title number(s)**

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

**LAN243357**

**LR2.2 Other title numbers**

LAN94056 & LAN173080

**LR3. Parties to this lease**

**Landlord**

**FYLDE BOROUGH COUNCIL,** The Town Hall, Lytham St Annes, FY8 1LW

**Tenant**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

**Other parties**

None

**Guarantor**

None

**LR4. Property**

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

See the definition of "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 Centre except those set out in paragraph 2 of Schedule 2

**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**

This lease is dated

PARTIES

1. **FYLDE BOROUGH COUNCIL** of Town Hall, Lytham St Annes, Lancashire, FY8 1LW (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)

BACKGROUND

1. The Landlord is the freehold owner of the Centre.
2. The Property forms part of the Centre.
3. The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

* 1. Definitions:

1. Annual Rent: a rate of £XXXXX per annum and then as revised under Schedule 5 and any interim rent determined under the LTA 1954.
2. Authorised Person: any:
   1. undertenant or person deriving title under the Tenant;
   2. workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
   3. person at the Property or the Centre with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.
3. CDM Regulations: The Construction (Design and Management) Regulations 2015 (SI 2015/51).
4. Centre: shall:
   1. be the land and buildings known as Windsports Centre registered under title number LAN243357 and shown edged red on the Land Registry title plan at Annex A;
   2. include any adjoining or neighbouring land and buildings that the Landlord from time to time designates as being part of the Centre and any alteration, addition or improvement made from time to time to any land or building forming part of the Centre at any time; and
   3. exclude any land and buildings that the Landlord from time to time designates as not being part of the Centre.
5. Centre Damage: damage to or destruction of the Centre (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.
6. Centre Plan: the plan annexed to this lease at ANNEX C and marked "Centre Plan".
7. Common Parts: subject to paragraph 1.6 of Schedule 3, the parts of the Centre (excluding the other units) that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Centre and their employees, agents, licensees and visitors.
8. Contractual Term: a term of 7 years from the commencement of the Lease, beginning on [ ] and ending on [ ]
9. Designated Car Parking Spaces: car parking space for two cars for the Tenant to use (location to be determined)
10. Default Interest Rate: 4% per annum above the Interest Rate.
11. 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.
12. Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.
13. EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
14. Insolvency Event: any one or more of the following:
    1. 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;
    2. the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
    3. 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;
    4. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
    5. 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;
    6. the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
    7. 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;
    8. the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
    9. 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;
15. Insurance Rent: the aggregate in each year of:
    1. The Tenant's Proportion of the gross cost of any premiums that the Landlord expends and any fees and other expenses that the Landlord reasonably incurs in insuring the Centre (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;

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, 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

1. **Insured Risk** means any one of the Insured Risks.
2. Interest Rate: the base rate from time to time of HSBC Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
3. Lettable Unit: any part of the Centre which from time to time is, or is intended to be, let or occupied excluding the management areas.
4. Works Long Stop date: 31st July 2022
5. LTA 1954: Landlord and Tenant Act 1954.
6. Management Area: any part of the Centre retained by the Landlord for use by the Landlord or any other person (excluding providers of Utilities) in connection with the management of the Centre.
7. Minimum Trading Hours: 10am to 4pm October to March and 10am to 5pm April to September.
8. Permitted Part: that part of the Property shown edged red on the Property Plan
9. Permitted Storage Area Use: for the storage of a refuse container in the yard area in connection with the Permitted Use. The location to be determined by the Landlord.
10. Permitted Use: Café and licenced restaurant
11. Property: the property described in Schedule 1.
12. Property Plan: the plan at Annex A and marked "Cafe Plan".
13. 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).
14. Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.
15. Reinstatement Cost: the full cost of reinstatement of the Centre (excluding the Excluded Insurance Items) 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 to the Centre that may be required by law and any VAT on all such costs, fees and expenses.
16. Rent Commencement Date: payable from commencement of the Lease.
17. Rent Payment Dates: 25 March, 24 June, 29 September and 25 December
18. Rent Review dates: third and fifth anniversary of the lease commencement date
19. Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.
20. Retained Parts: all parts of the Centre including (but not limited to) all of:
    1. the structural parts of the Centre;
    2. the Service Media;
    3. the Common Parts; and
    4. the Management Areas;
21. but excluding the Lettable Units.
22. **Review Date:** The third and fifth anniversary of the commencement of the Contractual Term.
23. Rights: the rights granted in paragraph 1 of Schedule 2.
24. Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
25. Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
26. Signs: signs, fascia, awnings, placards, boards, posters and advertisements.
27. Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.
28. Tenants works: The fitting out works to be carried out by the Tenant for the use and enjoyment of the Property to have started no later than 4 weeks after commencement of the Lease.
29. Termination Date: the date on which the Term ends (however it ends).
30. Third Party Rights: the matters set out in Schedule 4.
31. Uninsured Risks: a risk or an Insured Risk against which insurance cover is not generally available or ceases to be available for properties such as the Property or is available only on terms or subject to conditions making it unreasonable to effect insurance against that risk
32. Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
33. 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 if there are not separate meters at the property).
34. VAT: value added tax or any equivalent tax chargeable in the UK.
35. Works Long Stop date: 30th June 2022
    1. A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
    2. 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.
    3. 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.
    4. Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
    5. A reference to:
       1. the Landlord includes a reference to the person entitled to the immediate reversion to this lease;
       2. the Tenant includes a reference to its successors in title and assigns;
    6. 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.
    7. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
    8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
    9. The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
    10. 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.
    11. References to:
        1. the consent of the Landlord is to the consent of the Landlord given in accordance with clause 48.1;
        2. the approval of the Landlord is to the approval of the Landlord given in accordance with clause 48.3; and
    12. Unless the context otherwise requires, references to the Centre, the Common Parts, a Lettable Unit, the **Management Areas**, the Property and the **Retained Parts** are to the whole and any part of them or it.
    13. The Centre shall only include the land and buildings specified at paragraph (a) of the definition of the Centre and no other land or buildings.
    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.
    15. A reference to writing or written excludes fax and email.
    16. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
    17. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
    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.
    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.
    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.
36. Grant
    1. The Landlord lets the Property to the Tenant:
       1. for the Contractual Term;
       2. with full title guarantee;
       3. together with the Rights;
       4. The rights and reservations; and
       5. subject to the Third-Party Rights.
    2. The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
       1. the Annual Rent;
       2. the Insurance Rent;
       3. all interest payable under this lease; and
       4. all other sums payable under this lease; and
37. 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.

1. Payment of Annual Rent

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

* + 1. the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
    2. that first instalment of Annual Rent shall be the proportion of the Annual Rent 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.

1. Payment method

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

* + 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.

1. 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).

1. Interest
   1. If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within 14 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.
   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.
2. Rates and Taxes
   1. The Tenant must pay the Rates and Taxes for the Property.
   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.
   3. If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.
3. Utilities
   1. The Tenant shall pay all costs in connection with the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property or a fair proportion of the utilities if not separately metered or supplied.
   2. The Tenant shall comply with all laws relating to the use of those services and utilities.
4. Common items

The Tenant shall 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 Centre but used or capable of being used by the Centre in common with other land.

1. 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:

* + 1. the enforcement of the tenant covenants of this lease;
    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);
    3. serving any notice in connection with this lease under section 17 of the LTCA 1995;
    4. the preparation and service of a schedule of dilapidations in connection with this lease; or
    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 in circumstances where the Landlord is not unreasonable to withhold it.)

1. Prohibition of dealings
   1. Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease of the Property or hold the lease on trust for any person except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).
2. Assignments
   1. The Tenant shall not assign the whole of this lease without prior written consent of the Landlord, such consent not to be unreasonably withheld.
   2. The Tenant shall not assign part only of this lease.
   3. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
      1. a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
         1. is in respect of all the tenant covenants of this lease;
         2. is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
         3. imposes principal debtor liability on the assignor;
         4. requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
         5. is otherwise in a form reasonably required by the Landlord;
      2. a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 7 (but with such amendments and additions as the Landlord may reasonably require).
   4. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
      1. the Annual Rent or any other sum due under this lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding;
      2. there is a material breach of covenant by the Tenant that has not been remedied; or
      3. in the Landlord's reasonable opinion, the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.
   5. Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.
3. Underletting

The Tenant shall not underlet the whole of the Property or a permitted part of the Property.

1. Sharing Occupation

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

1. Charging

The Tenant shall not charge the whole of this lease without the consent of the Landlord (such consent not to be unreasonably withheld).

1. Notification and registration of dealings
   1. In this clause a Transaction is:
      1. Any dealing with this leas or devolution or transmission of or parting with possession of any interest in it; or
      2. The creation of any underleases or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
      3. The making of any other arrangement for the occupation of the Property.
   2. Within one month of any Transaction, the Tenant must:
      1. give the Landlord notice of the Transaction;
      2. deliver two certified copies of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
      3. pay the Landlord a registration fee of a minimum of £100 (plus VAT)
   3. In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:
      1. promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
      2. (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
      3. within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).
   4. If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.
2. Repair
   1. The Tenant must:
      1. subject to clause 18.1 and clause 18.2, keep the internal parts of the Property in good and substantial repair and condition together with the plumbing, sanitary ware and any items included within their fit out of the Café.
      2. ensure that any Service Media within and exclusively forming the Property is kept in good working order;
      3. Cleaning of the glazing to seaward facing elevation;
      4. Clean the decked area including the perimeter balustrade and polycarbonate screen;
      5. keep the Property clean, tidy and clear of rubbish; and
      6. replace as soon as possible with glass of similar appearance and of similar or better quality any glazing forming part of the Property that becomes cracked or broken and ensure the glazing is cleaned as often as reasonably necessary.
   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:
      1. an Insured Risk unless and to the extent that:
         1. 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 3.2(f) of Schedule 6); or
         2. the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 6
      2. Centre Damage by an Uninsured Risk unless that damage is Tenant Damage.
3. Decoration

The Tenant must:

* + 1. decorate the internal parts of the property as often as is reasonably necessary and specifically the 4th year of the lease and in the last three months before the Termination Date;
    2. 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
    3. carry out the decoration 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).

1. Alterations
   1. Except as permitted by this clause 20, the Tenant must not make any:
      1. External alteration or addition to the Property; or
      2. opening in any boundary of the Property.
   2. Any alterations permitted by this clause are subject to clause 20.6.
   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).
   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 Centre that are at the Property provided that:
      1. those alterations are reasonably required in connection with any works permitted under this clause 20;
      2. those alterations do not adversely impact on the structural integrity of the Centre; and
      3. the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
   5. The Tenant may not install any Service Media on the exterior of the property nor alter the route of any Service Media at the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
   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 or the Centre.
2. Signs
   1. The Tenant must not:
      1. except as permitted by clause 21.2, display any Signs inside the Property that are visible from outside the Property; or
      2. except as permitted by clause 21.2 attach any Signs to the exterior of the Property without the consent of the Landlord.
   2. The Tenant may display without consent temporary notices which are usual for the Permitted Use, including but not limited to credit card signs, no smoking signs and menu cards
   3. Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.
3. Returning the Property to the Landlord
   1. At the end of the term the Tenant must return the Property to the Landlord with vacant possession and in the repair and condition required by this lease.
   2. Subject to clause 22.3, the Tenant must by the end of the Term:
      1. remove:
         1. any tenant's fixtures from the Property;
         2. any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
         3. any Signs erected by the Tenant at the Property; and
      2. make good any damage caused to the Centre by the removal of those items and alterations.
   3. If the Landlord gives notice to the Tenant no later than three months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 22.2(a)(i)andclause 22.2(a)(ii) shall not be removed pursuant to clause 22.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
   4. On or before the end of the Term, the Tenant must remove from the Property all chattels belonging to or used by it.
   5. The Tenant:
      1. irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Centre by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
      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.

1. Use
   1. The Tenant must not use the Property for any purpose other than the Permitted Use.
   2. The Tenant must keep the Property open for trading during the Minimum Trading Hours. Except that the Tenant shall not be required to be open for trading in any period during which:
      1. the Tenant (or any authorised undertenant or occupier) is carrying out any alterations to the Property that are permitted or required by this lease;
      2. the Tenant has vacated the Property in anticipation of an authorised assignment of this lease;
      3. it is not possible to occupy or access the Property following damage to or destruction of the Centre by an Insured Risk or an Uninsured Risk; or
      4. occupation or trading would result in a breach of any other provision of this lease.
   3. The Tenant must not:
      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 Centre or any property that neighbours the Centre;
      2. use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
      3. hold any auction at the Property;
      4. overload any part of the Centre nor overload or block any Service Media at or serving the Property;
      5. store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
      6. hold a food hygiene raring of less than 3 (to be clearly displayed at all times);
      7. except as permitted by the Rights and clause 20.5 interfere with any Service Media at the Centre;
      8. allow any person to sleep at or reside on the Property.
2. Regulations
   1. The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Centre, the Landlord's Neighbouring Property and any other neighbouring or adjoining property provided that:
      1. such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
      2. if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.
3. Loading and deliveries

The Tenant must:

* + 1. not use any other part of the Centre in connection with the loading and delivery of goods and materials to the Property except via the access corridor from the entrance to the start of their demised (edged orange on the access plan) and yard area.
    2. only load or unload vehicles in the yard area;
    3. not obstruct the Service Area, Service Roads and Service Accesses and Facilities.

1. Exercise of the Rights
   1. The Tenant must exercise the Rights:
      1. only in connection with the Tenant's use of the Property for the Permitted Use
      2. in accordance with any regulations made by the Landlord under clause 24; and
      3. in compliance with all laws relating to the Tenant's use of the Centre, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.
   2. In exercising any right of entry on to any of the Common Parts or any Lettable Unit pursuant to paragraph 1.10 of Schedule 2, the Tenant must:
      1. except in case of emergency, give reasonable notice of its intention to exercise that right to the Landlord and any occupiers of the relevant Lettable Unit;
      2. where reasonably required by the Landlord or the occupier of the relevant Lettable Unit, exercise that right only if accompanied by a representative of the Landlord, the tenant or the occupier of the relevant Lettable Unit;
      3. cause as little damage as possible to the Common Parts and any other Lettable Unit and to any property belonging to or used by the Landlord or the tenants or occupiers of any other Lettable Unit;
      4. cause as little inconvenience as reasonably possible to the Landlord and the tenants and occupiers of the other Lettable Units; and
      5. promptly make good any damage caused by reason of the Tenant exercising that right.
2. Allow entry
   1. Subject to clause 27.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
      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;
      2. at any reasonable time (whether or not during usual business hours); and
      3. with their workers, contractors, agents and professional advisers.
   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.
3. 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:

* + 1. hold a full set of keys for the Property;
    2. hold all the access codes for the Tenant's security systems (if any) at the Property; and
    3. may be contacted in case of emergency at any time outside the Tenant's usual business hours.

1. Compliance with laws
   1. The Tenant must comply with all laws relating to:
      1. the Property and the occupation and use of the Property by the Tenant;
      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;
      3. any works carried out at the Property; and
      4. all materials kept at or disposed of from the Property.
   2. Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
   3. Within five working days of receipt of any notice or other communication affecting the Property, or the Centre (and whether or not served pursuant to any law) the Tenant must:
      1. send a copy of the relevant document to the Landlord; and
      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 provided that the Tenant shall not be obliged to act contrary to its own commercial interests.
   4. The Tenant must not:
      1. apply for any planning permission for the Property without the Landlord's consent); or
      2. implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
   5. 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.
   6. The Tenant must:
      1. comply with its obligations under the CDM Regulations;
      2. maintain the health and safety file for the Property in accordance with the CDM Regulations;
      3. Comply with any planning permission/building regulations (as required)
      4. give that health and safety file to the Landlord at the Termination Date;
      5. procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Centre. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
      6. supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
   7. As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
   8. 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.
   9. The Tenant must keep:
      1. 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
      2. that machinery, equipment and alarms properly maintained and available for inspection.
2. Energy Performance Certificates
   1. The Tenant must:
      1. 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 or the Centre 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
      2. 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 or the Centre.
   2. The Tenant must not commission an Energy Performance Certificate for the Property.
3. Third Party Rights
   1. The Tenant must:
      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
      2. not do anything that may interfere with any Third Party Right.
   2. The Rights are granted subject to the Third-Party Rights to the extent that the Third-Party Rights affect the parts of the Centre over which the Rights are granted.
4. Registration of this lease

The Tenant shall not make any application to note this lease on the Landlord's registered title or to register a caution against first registration of the Landlord's interest in the Property.

1. Encroachments and preservation of rights
   1. The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
   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:
      1. immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
      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.
   3. The Tenant must preserve all rights of light and other easements enjoyed by the Property.
   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.
   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:
      1. immediately inform the Landlord and give the Landlord notice of that action; and
      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.
2. 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:

* + 1. joins in any consent or approval required under this lease; and
    2. consents to any variation of the tenant covenants of this lease.

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

* + 1. any breach of any tenant covenants in this lease;
    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
    3. any act or omission of the Tenant or any Authorised Person.

1. Landlord covenants

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

1. 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.

1. Variation in extent of Centre

If the Landlord varies the extent of the Centre, that variation must not:

* + 1. materially adversely impact on:
       1. the Tenant's use and occupation of the Property; or
       2. the rights and facilities granted to the Tenant under this lease; or

1. 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:

* + 1. except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
    2. where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
    3. cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
    4. cause as little inconvenience as reasonably possible to the Tenant; and
    5. promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

1. Guarantor covenants

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

1. Re-entry and forfeiture
   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:
      1. the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
      2. any breach of any condition of, or tenant covenant in, this lease; or
      3. an Insolvency Event.
   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.
2. Section 62 of the LPA 1925, implied rights and existing appurtenant rights
   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.
   2. 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 Centre except those set out in Schedule 2.
3. 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).

1. 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 Centre (excluding the Property), the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

1. 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.

1. Breach of repair and maintenance obligation
   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.
   2. Following the service of a notice pursuant to clause 46.1, the Landlord may enter the Property and carry out the required works if the Tenant:
      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
      2. is not carrying out the required works with all due speed.
   3. The costs incurred by the Landlord in carrying out any works pursuant to clause 46.2 (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.
   4. Any action taken by the Landlord pursuant to this clause 46 shall be without prejudice to the Landlord's other rights (including those under clause 41).
2. Notices
   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:
      1. by hand:
         1. if the party is a company incorporated in the United Kingdom, at that party's registered office address;
         2. 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
         3. in any other case, at that party's last known place of abode or business in the United Kingdom;
      2. by pre-paid first-class post or other next working day delivery service:
         1. if the party is a company incorporated in the United Kingdom, at that party's registered office address;
         2. 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
         3. in any other case, at that party's last known place of abode or business in the United Kingdom
   2. If a notice complies with the criteria in clause 47.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
      1. delivered by hand, at the time the notice is left at the proper address;
      2. sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
   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.
3. Consents and approvals
   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:
      1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
      2. it expressly states that the Landlord waives the requirement for a deed in that particular case.
   2. If a waiver is given pursuant to clause 48.1, it shall not affect the requirement for a deed for any other consent.
   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:
      1. the approval is being given in a case of emergency; or
      2. this lease expressly states that the approval need not be in writing.
   4. If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
      1. imply that any consent or approval required from a third party has been obtained; or
      2. obviate the need to obtain any consent or approval from a third party.
   5. Where the Tenant requires the consent or approval of Landlord or any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use all reasonable endeavours to obtain that consent or approval.
   6. Where:
      1. the consent of the Landlord or a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the Lease or mortgage; or
      2. the approval of the Landlord or a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the Lease or mortgage.
4. VAT
   1. All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
   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.
   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).
5. 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.

1. Entire agreement
   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.
   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) other than those contained in any Written Replies.
   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.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
2. 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.

1. Governing Law

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

1. 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.

1. Property

The premises known as the Cafe at North Beach Windsports Centre including decking to the western elevation (shown edged red) and part of the brick enclosed yard area (to be determined in due course) as on the Property Plan.

* 1. Including:
     1. the whole of any non-structural walls and columns wholly within the Property;
     2. one-half severed vertically of any interior non-structural walls and columns separating the premises from any adjoining Lettable Unit;
     3. the interior plaster and other interior surface finishes on the:
        1. exterior non-structural walls and columns bounding the Property;
        2. interior non-structural walls and columns separating the Property from any adjoining Retained Parts; and
        3. structural walls and columns within or bounding the Property;
     4. the interior plaster and other interior surface finishes on the ceilings within the Property;
     5. the floor screed and other interior surface finishes on the floors within the Property;
     6. the doors, door frames and fittings within all the walls within and bounding the Property;
     7. the seaward windows, window frames and fittings within all the walls within the Property (except the exterior walls);
     8. all Service Media and any other media, plant, machinery and equipment within and exclusively serving the Property;
  2. Excluding:
     1. Structural walls and columns within the Centre;
     2. the windows, window frames and fittings within the exterior walls of the Centre;
     3. subject to paragraph 1.1(d) and paragraph 1.1(e) of this Schedule, the floors and ceilings of the Centre;
     4. all Service Media and any other media, plant, machinery and equipment within but not exclusively serving the Property; and
     5. all structural parts of the Centre (except any set out in paragraph 1.1 of this Schedule).

1. Rights
2. 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. The right to support and protection for the Property from the other parts of the Centre to the extent that those parts of the Centre provide support and protection to the Property at the date of this lease.
   2. The right to use:
      1. The right to use the right of access shown coloured orange on the Plan to and from the Centre.
      2. the external areas of the Common Parts shown coloured [ ] on the Centre Plan or such other external areas designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3 for the purposes of vehicular or pedestrian (in accordance with any Landlord's designation under paragraph 1.7 of Schedule 3) access to and egress from the interior of the Centre and those external parts of the Centre over which the Tenant is granted rights in this Schedule; and
      3. the hallways, corridors, stairways and landings of the Common Parts shown coloured blue on the Property Plan or such other internal areas designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3 for the purpose of pedestrian access to and egress from the Property and those internal parts of the Centre over which the Tenant is granted rights in this Schedule.
   3. Subject to there being sufficient available the Tenant has the right to two parking spaces belonging to the Tenant and its employees in any of the parking spaces within the Tenant Car Park (location yet to be determined)
   4. The right to deposit refuse in the refuse bins situated in the area edged [ ] on the Centre Plan or such alternative area designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
   5. The right to use for the purpose of emergency egress on foot from the Property the emergency and fire escape routes shown in the Centre or such other emergency and fire escape routes designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
   6. The right to install, retain, inspect, repair and maintain the Service Media. Provided that, where the Tenant requires the consent of the Landlord to carry out works, the Tenant may only exercise this right:
      1. when that consent has been granted; and
      2. in accordance with the terms of that consent.
   7. The right to use and to connect into any Service Media at the Centre that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term. Provided that the Landlord may, at its discretion and at any time, re-route or replace any Service Media at the Centre pursuant to paragraph 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
   8. The right to display the trading name and logo of the Tenant on an unilluminated sign or noticeboard (subject to Landlords prior approval as to the wording, design and size) in a position designated from time to time by the Landlord in accordance with paragraph 1.6(a) of Schedule 3.
   9. Subject to the Tenant complying with clause 26.2, the right to enter the Common Parts or any other Lettable Unit so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.
3. Reservations
4. 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 Centre (excluding the Property) and the Landlord's Neighbouring Property and the following other rights:
   1. Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
   2. Subject to the Landlord complying with clause 39, the right to enter the Property:
      1. to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
      2. to carry out any works to any other part of the Centre; and
      3. for any other purpose mentioned in or connected with:
         1. this lease;
         2. the Landlord's interest in the Centre;
         3. the Reservations; or
         4. the Landlord's interest in the Centre, the Landlord's Neighbouring Property any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
   3. The right to:
      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;
      2. install and construct Service Media at the Property to serve any other part of the Centre or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
      3. re-route and replace any Service Media referred to in this paragraph.
   4. At any time during the Term, the full and free right to build, rebuild, alter or develop the Centre or 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.
5. The Reservations:
   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 Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
   2. May be exercised by:
      1. the Landlord;
      2. anyone else who is or becomes entitled to exercise them; and
      3. anyone authorised by the Landlord
   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.
6. 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:
   1. Physical damage to the Property.
   2. Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
7. Third Party Rights
8. The Tenant shall comply with all obligations on the Landlord relating to the Third-Party Rights (insofar as those obligations relate to the Property) and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
9. The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.
10. Rent review
11. Definitions
12. Definitions

The following definitions apply in this Schedule 5.

1. Assumptions: the assumptions set out in Part 2 of this Schedule 5.
2. Disregards: the disregards set out in Part 3 of this Schedule 5.
3. Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:
   1. in the open market;
   2. at the relevant Review Date; and
   3. applying the Assumptions and Disregards.
4. Review Dates: 3rd and 5th year of the Lease
5. Shortfall Payment Date: the date which is ten working days from and including the date that the revised Annual Rent is agreed or determined.
6. Assumptions
7. The matters to be assumed are:
   1. The Property is available to let in the open market:
      1. by a willing landlord to a willing tenant;
      2. with vacant possession; and
      3. without a fine or a premium.
   2. The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property.
   3. The Property may lawfully be used and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.
   4. The Tenant and the Landlord (except where the Landlord is in material and persistent breach) have fully complied with their obligations in this lease.
   5. If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.
   6. No work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 29.
   7. Any fixtures, fittings, machinery, or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.
   8. The willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1994 in relation to the Property.
8. Disregards
9. The matters to be disregarded are:
   1. Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.
   2. Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business.
   3. Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law).
   4. Any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.
   5. Any statutory restriction on rents or the right to recover them.
10. Review of the Annual Rent
11. Review
    1. The Annual Rent shall be reviewed on each Review Date to equal:
       1. the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Open Market Rent); or
       2. in the absence of such agreement, the greater of:
          1. the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
          2. subject to paragraph 1.2 of this Part of this Schedule, the Open Market Rent agreed or determined pursuant to this Schedule 5.
    2. If, at the relevant Review Date, the Open Market Rent is:
       1. less than the Minimum Rent, the Open Market Rent will be deemed to be the Minimum Rent;
    3. The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.
    4. As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, 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.
12. Late review of Annual Rent
    1. If the revised Annual Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:
       1. continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
       2. on or before the Shortfall Payment Date, pay:
          1. 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 agreed or determined on or before that Review Date; and
          2. 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 agreed or determined 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).
13. Time not of the essence
    1. Time is not of the essence for the purposes of this Schedule 5.
14. Guarantor
    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.
15. Insurance
16. Landlord's obligation to insure
    1. Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Centre insured against loss or damage by the Insured Risks for the Reinstatement Cost.
    2. The Landlord shall not be obliged to insure:
       1. the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Centre in this Schedule 6 shall exclude the Excluded Insurance Items;
       2. any alterations to the Property that form part of the Property unless:
          1. those alterations are permitted or required under this lease;
          2. 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
          3. 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
       3. the Centre when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
    3. The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.
17. Landlord to provide insurance details
    1. In relation to any insurance effected by the Landlord under this Schedule 6, the Landlord must:
       1. at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
          1. full details of the insurance policy;
          2. evidence of payment of the current year's premiums; and
          3. details of any commission paid to the Landlord by the Landlord's insurer;
       2. procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change; and
       3. use all reasonable endeavours to procure that the Landlord's insurer:
          1. waives its rights of subrogation against the Tenant and any lawful undertenants or occupiers of the Property;
          2. includes in the insurance policy a non-invalidation provision in respect of any act or default of the Tenant; and
          3. permits the interest of the Tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.
18. Tenant's obligations
    1. The Tenant must pay to the Landlord on demand:
       1. the Insurance Rent;
       2. the Tenant's Proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
       3. a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Centre for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.
    2. The Tenant must:
       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 Centre and must also give the Landlord notice of that matter;
       2. not do or omit to do anything as a result of which:
          1. any insurance policy for the Centre may become void or voidable or otherwise prejudiced;
          2. the payment of any policy money may be withheld; or
          3. 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));
       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 Centre where written details of those requirements or recommendations have first been given to the Tenant;
       4. give the Landlord immediate notice of the occurrence of:
          1. any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
          2. any other event that might affect any insurance policy relating to the Property;
       5. except for the Excluded Insurance Items forming part of the Property, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
       6. pay the Landlord an amount equal to any insurance money that the insurers of the Centre refuse to pay in relation to the Centre by reason of any act or omission of the Tenant or any Authorised Person.
19. Rent suspension
    1. Subject to paragraph 4.2 and paragraph 4.3 of this Schedule, if any Centre Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Centre Damage) shall be suspended until the earlier of:
       1. the date on which the Centre has been reinstated so as to make the Property fit for occupation and use and accessible; and
       2. the date which is three years from and including the date on which that Centre Damage occurred.
    2. The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Centre Damage is caused by:
       1. an Insured Risk and:
          1. the policy of insurance in relation to the Centre has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
          2. the Tenant has not complied with paragraph 3.2(f) of this Schedule; or
       2. an Uninsured Risk and the Centre Damage was Tenant Damage.
    3. If payment of the Annual Rent would be suspended under paragraph 4.1 of this Schedule but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:
       1. the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in clause 1.1;
       2. the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under paragraph 4.1 of this Schedule had the Annual Rent been payable from the date on which this lease was granted;
       3. the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;
       4. X shall be:
          1. the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the Suspension Period and the day before the Original Rent Commencement Date; or
          2. if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under paragraph 4.3(d)(i);
       5. if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and
       6. if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.
20. Landlord's obligation to reinstate following damage or destruction by an Insured Risk
    1. Following any damage to or destruction of the Centre by an Insured Risk, the Landlord must:
       1. use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Centre; and
       2. reinstate the relevant parts of the Centre except that the Landlord shall not be obliged to:
          1. reinstate unless all necessary planning and other consents are obtained;
          2. reinstate unless the Tenant has paid the sums due under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule;
          3. 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
          4. reinstate after a notice to terminate has been served pursuant to this Schedule 6.
    2. If the Landlord is obliged to reinstate the relevant parts of the Centre pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:
       1. use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1(b) and paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
       2. make up any shortfall out of its own funds.
21. Termination if reinstatement impossible or impractical following Centre Damage by an Insured Risk
    1. Following Centre Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the relevant parts of the Centre, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Centre Damage occurred.
22. Centre Damage by an Uninsured Risk
    1. If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Centre Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Centre Damage occurred, the Landlord must either:
       1. terminate this lease by giving notice to the Tenant; or
       2. notify the Tenant that it intends to reinstate the relevant parts of the Centre at its own cost.
    2. If the Landlord notifies the Tenant under paragraph 7.1(b) that it intends to reinstate the relevant parts of the Centre, then the Landlord must use:
       1. reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Centre; and
       2. its own monies to reinstate the relevant parts of the Centre but the Landlord shall not be obliged to:
          1. reinstate unless all necessary planning and other consents are obtained;
          2. 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
          3. reinstate after a notice to terminate has been served pursuant to this Schedule 6.
    3. If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1(a) or paragraph 7.1(b) by the date which is 12 months from and including the date on which the relevant Centre 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.
23. Termination if reinstatement not complete by expiry of rent suspension
    1. If Centre Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1(b) of this Schedule) occurs and the relevant parts of the Centre have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is three years after the date on which that Centre Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
       1. such notice is served before the relevant parts of the Centre have been reinstated so as to make the Property fit for occupation and use and accessible; and
       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 18 or this Schedule 6.
24. Consequences of termination
    1. If either party gives a notice to terminate this lease in accordance with this Schedule 6:
       1. this lease shall terminate with immediate effect from the date of the notice;
       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
       3. any proceeds of the insurance for the Centre shall belong to the Landlord.
25. Tenant Damage
    1. If any damage to or destruction of the Centre by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Centre but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.
26. Guarantee and indemnity
27. Guarantee and indemnity
    1. The Guarantor guarantees to the Landlord that the Tenant shall:
       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
       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.
    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. to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
       2. to observe or perform any of the obligations the Tenant enters into in the AGA.
28. Guarantor's liability
    1. The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) 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. The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:
       1. any time or indulgence granted by the Landlord to the Tenant;
       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;
       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;
       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);
       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;
       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;
       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;
       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;
       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;
       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
       11. any other act or omission except an express written release by deed of the Guarantor by the Landlord.
    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.
29. Variations and supplemental documents
    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).
    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:
       1. the variation is material or prejudicial to the Guarantor;
       2. the variation is made in any document; or
       3. the Guarantor has consented, in writing or otherwise, to the variation.
    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.
30. Guarantor to take a new lease or make payment
    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.
    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:
       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;
       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;
       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. be excluded from sections 24 to 28 of the LTA 1954; and
       5. otherwise, be on the same terms as this lease (as varied if there has been any variation).
    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. 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.
    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.
31. Rent at the date of forfeiture or disclaimer
    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.
    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(c) of this Schedule.
32. Payments in gross and restrictions on the Guarantor
    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.
    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.
    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.
33. Other securities
    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.
    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.
    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.

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| The COMMON SEAL of Fylde Borough Council was hereunto affixed in the presence of:  Head of Governance |  | ……………… |
|  |  |  |
|  | | |
| Signed as a deed by [NAME OF **Tenant**] in the presence of:  …………………….  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF **Tenant**] |
|  | | |
|  | | |
|  |  |  |

1. Property Plan
2. Access Plan
3. Centre Plan