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DATED

2019

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BARNET

- and -

DARLANDS CONSERVATION TRUST

LE A S E
of

Part of land at Buildings at Darlands Nature Reserve, Totteridge

Term:

99 years

Commencement Date:

[

] 2019

Rent:

£1 per annum

HB Public Law
Harrow Borough Council
PO Box 2
Civic Centre
Station Road
Harrow HA1 2UH
Ref: EBAC-RG005-045642

CONTENTS

CLAUSE	
1.	Interpretation 8
2.	Grant 14
3.	Rights Granted 15
4.	Rights excepted and reserved 16
5.	Third Party Rights 18
6.	The Annual Rent 19
7.	Insurance 19
8.	Management plan 20
9.	Rates and taxes 21
10.	Utilities 21
11.	Common Items 21
12.	VAT 22
13.	Default interest and interest 22
14.	Costs 23
15.	Set-off 23
16.	Registration of this lease 24
17.	Assignments 24
18.	Sub-letting 26
19.	Prohibition of other dealings 27
20.	Registration and notification of dealings and occupation 28
21.	Closure of the registered title of this lease 28
22.	Repairs and Maintenance 29
23.	Alterations 29
24.	Signs 30
25.	Wildlife 30
26.	Returning the Property to the Landlord 30
27.	Use 31
28.	Compliance with laws 32
29.	Encroachments, obstructions and acquisition of rights 35
30.	Planned Works 36
31.	Indemnity 36
32.	Landlord's covenant for quiet enjoyment 36
33.	Re-entry and forfeiture 37
34.	Joint and several liability 37
35.	Entire agreement 38
36.	Notices, consents and approvals 38

37.	Governing law	40
38.	Jurisdiction	40
39.	Exclusion of sections 24-28 of the LTA 1954	40
40.	mutual break clause	41
41.	Local Authority Powers	41
42.	Contracts (Rights of Third Parties) Act 1999	42
43.	Charities Act Certificate	42
44.	Chancel repair liability	42
45.	Statutory declaration	42
46.	Agreement on environmental liability	42
47.	Dispute clause	43
	Schedule 1 Guaranteee and indemnity	44

Prescribed Clauses

LR1. Date of lease	2019
LR2. Title number(s)	LR2.1 Landlord's title number(s) AGL299376, NGL12550, MX147391 and MX205085
LR2.2 Other title numbers	None
LR3. Parties to this lease	Landlord THE MAYOR AND BURGESSSES OF THE LONDON BOROUGH OF BARNET of Town Hall The Burroughs, Hendon NW4 4BG (Landlord) Tenant DARLANDS CONSERVATION TRUST, Po Box 57691, London, NW7 0GR Company Registration number CE012793 Registered charity number 1176457 Other parties Specify capacity of each party, for example "management company", "guarantor", etc. 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 of this Lease Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described. Insert a full description of the land being leased or Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.

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.	LR5. Prescribed statements etc.
The Property will, as result of this lease, be held by (or in trust for) The Darlands Conservation Trust, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 112 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).	If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement. In LR5.2, omit or delete those Acts which do not apply to this lease.
The term as specified in this lease at clause 1.1 in the definition of "Contractual Term"	LR6. Term for which the Property is leased Include only the appropriate statement (duly completed) from the three options. NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.
None	LR7. Premium Specify the total premium, inclusive of any VAT where payable.
This Lease contains a provision that prohibits or restricts dispositions.	LR8. Prohibitions or restrictions on disposing of this lease Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.
LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an	LR9. Rights of acquisition etc. Insert the relevant provisions in the

LR12. Estate rentcharge burdening the Property None	Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.
LR11.1 Easements granted by this lease for the benefit of the Property The easements as specified in clause 3 of this Lease LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The easements as specified in clause 4 of this Lease	Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.
LR9.2 Tenant's covenant to (or offer to) surrender this lease None LR9.3 Landlord's contractual rights to acquire this lease None	sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property None	Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property

None

Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restrictions you are applying for.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

No disposition by the proprietor of the registered estate to which section 117 or section 124 of the Charities Act 2011 applies is to be registered unless the instrument contains a certificate complying with section 122(2) or section 125(2) of that Act as appropriate.

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the Tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

2019

THIS LEASE is dated

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of Town Hall The Burroughs, Hendon London NW4 4BG (Landlord).

- (2) **THE DARLANDS CONSERVATION TRUST**, an incorporated registered charity of PO Box 57691, London, NW7 0GR (Company Registration Number CE012793 (Tenant))

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions

Access Roads: the Brown Access Road and the Blue Access Road

Access Schedule of Condition: a photographic schedule of condition agreed by the Landlord and the Tenant on or about the date of this lease relating to the condition of the Access Roads.

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;

- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;

- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

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

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

Annual Rent: rent at an initial rate of ONE POUND £1.00 per annum

Blue Access Road: the road coloured blue on the Plan

Brown Access Road: the footpath coloured brown on the Plan.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 99 (ninety-nine) years beginning on, and including the date of this lease and ending on, and including [] 2118

Contaminated Land Regime: means the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any statutory instrument, circular or guidance issued under it.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214).

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Enforcing Authority: means the relevant regulator for the Property under the Contaminated Land Regime

Environment: means the natural and man-made environment including all or any of the following media, namely air, water and land (including air) within buildings and other natural or man-made structures above or below the ground and any living organisms (including man) or systems supported by those media

Environmental Law: means all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgements and decisions of any court or tribunal, codes of practice and guidance notes (as amended from time to time) insofar as they relate to the protection of the Environment.

First Property: the land comprised in title number MX147391

Fourth Property: the land comprised in title number NGL12550

Hazardous Substances: means any material, substance or organism which, alone or in combination with others, is capable of causing harm to the Environment or which is likely to cause an actionable nuisance.

Insured Risks: means fire, explosion, lightning, aircraft impact, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, public liability of the Landlord arising out of or in connection with any matter involving or relating to the Property loss of rent and any other risks against which the Landlord acting reasonably requires the Tenant to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of NatWest Bank, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.

LTA 1954: Landlord and Tenant Act 1954.

Management Plan: means the Management Plan set out in clause 9 setting out the Planned Works as therein defined to be carried out by the Tenant in respect of the Property and including provisions for the management use and cultivation of the Open Land taking into account maintenance and development of ecological diversity in flora and fauna and the use of Open Land as an educational resource to promote knowledge and understanding of natural history and demonstrating how such ecological and educational objectives are to be met and references to approved Management Plan shall be references to the Management Plan approved by the Landlord from time to time as contemplated for by the Management Plan

Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest or estate (including the Retained Land) and any land in the future in the ownership of the Landlord adjacent to or near the Property.

Open Land: means that part of the Property that is not built upon as at the date hereof and during the term to which the general public shall have access.

Permitted Use: means the use of the Property as a nature reserve open to the general public and managed to promote ecological diversity and natural history education

Plan: the plan (dated 29 May 2019) annexed hereto and numbered 24360/5

Planned Works: means the Planned Works as defined in the Management Plan

Property: the land forming part of the First Property part of the Second Property part of the Third Property and part of the Fourth Property edged red on the Plan being land and buildings on the Darlands Nature Reserve estate, Tottenham Lane, Barnet but excluding the Ransom Strip.

Ransom Strip: means a strip of land one half of a metre in width in a continuous band around the outer edge of the Property shown for the purposes of identification only coloured green on the Plan.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: the date hereof

Rent Payment Dates: the date hereof and every subsequent anniversary of that date during the term

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Retained Land: the land comprised in title numbers MX147391 AGL299376, NGL12550 and MX205085 except the Property (and for the avoidance of doubt the Retained Land shall include the Ransom Strip).

Rights: the right granted by clause 3 of this lease

Second Property: the land comprised in title number MX205085

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Third Party Rights: all rights, covenants, encumbrances and restrictions affecting the Property including the Title Matters.

Third Property: the land comprised in title number AGL299376

Title Matters: all matters referred to contained in or apparent from the registers of title to the First Property at 18 February 2019 timed at 09:48:40 and the Second Property dated 18 February 2019 timed at 09:54:07 and the Third Property dated 18 February timed at 09:42:3 and the Fourth Property dated 18 February 2019 timed at 11:15:28.

VAT: value added tax chargeable under the VAT 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

1.1 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.

1.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.3 In relation to any payment, a reference to a **fair proportion** or fair and proportionate is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord and such determination shall be final and binding.

1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

1.6 A reference to the **term** is to the Contractual Term.

1.7 A reference to the **end of the term** is to the end of the term however it ends.

1.8 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 36.e) and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 36.f).

1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.11 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.12 Any obligation on the Tenant or on the Landlord not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

1.13 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example or any similar expression** shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.15 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

a) The Landlord lets the Property to the Tenant with full title guarantee for the Contractual Term.

b) The grant is made together with the rights set out in clause 3, and excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

c) The grant is made with the Tenant paying the following as rent to the Landlord:

- (i) the Annual Rent (if demanded) and all VAT in respect of it;
- (ii) all interest payable under this lease; and
- (iii) all other sums due under this lease

- 3. RIGHTS GRANTED**
- 3.1 The Landlord grants to the Tenant the following rights and where applicable for its employees agents and visitors and those authorised by the Tenant:
- (a) the right to support and protection from the Retained Land at the date of this lease;
- (b) the free passage and running of gas, electricity, water, soil and telecommunications through and along the Service Media at the Retained Land and or the Landlord's Neighbouring Property which serve the Property and are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) the right in common with the Landlord and any other person authorised by the Landlord to enter onto the Ransom Strip to enable the Tenant and those authorised by the Tenant to (i) have access to and egress from the Property such access to be free of charge and (ii) to enable the Tenant to carry out its obligations under the Management Plan;
- (d) rights of access at all times and for all purposes with or without vehicles over the Access Roads.
- the exercise of such rights being subject to any reasonable regulations that the Landlord may make as advised to the Tenant in writing.
- 3.2 The Rights may be exercised by the Tenant and by anyone else who is or becomes lawfully entitled to exercise them.
- 3.3 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Property and / or Retained Land and the Tenant shall not do anything that may interfere with any the aforementioned.
- 3.4 The Tenant shall exercise the Rights only as authorised by the terms of this Lease.

3.5 The Tenant shall comply with all laws relating to its exercise of the Rights.

3.6 In exercising the Rights, the Tenant shall cause as little inconvenience as reasonably possible to the Landlord and to any adjoining or neighbouring owners and/or occupiers and make good promptly to the reasonable satisfaction of the Landlord or such occupier any damage caused.

3.7 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Retained Land or any Neighbouring Property nor is to be taken to show that the Tenant may have any right over the Retained Land or any neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4. RIGHTS EXCEPTED AND RESERVED

a) The following rights are excepted and reserved from this lease to the Landlord and those authorised by the Landlord for the benefit of the Landlord's Retained Land and/or any Neighbouring Property:

(i) rights of light, air, support and protection enjoyed by any buildings now or hereafter to be erected on the Retained Land and/or any Neighbouring Land of the Landlord to the extent those rights are capable of being enjoyed at any time during the term;

(ii) the right in common with the Tenant to the free and uninterrupted passage of running water soil and gas through the Service Media in under or on the Property whether or not such Service Media are demised by this lease;

(iii) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the term notwithstanding any interruption or suspension of any services to the Property occasioned by the exercise of the rights;

(iv) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property notwithstanding any interruption or suspension

of any services to the Property occasioned by the exercise of the rights;

(v) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and/or the Retained Land as the Landlord may think fit provided that no interference or damage is caused thereby to the Property or to the access or enjoyment of light or air to or in respect of the Property and subject to the person exercising such right making good any damage caused to the Property as soon as practicable;

(vi) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

(vii) the right to build on or into or make any attachment to any perimeter wall of the Property and after giving requisite notice (except in the case of emergencies when no notice will be required) to enter the Property to place and lay in under or upon the same such footings for any intended wall or structure with the foundations therefor as the Landlord shall think proper and for such purpose to excavate the Property along the line of the junction between the Property and the Retained Land and/or any Neighbouring Property;

(viii) the right at any time on requisite written notice to enter (or in cases of emergency to break and enter) the Property in order to:-

(A) inspect or view the condition of the Property;

(B) carry out work upon the Retained Land or any other Neighbouring Property; and

(C) carry out any repairs or other work or do anything which the Landlord must or may carry out or do under the provisions of this lease;

(D) inspect the Planned Works to be carried out by the Tenant pursuant to the Management Plan;

(ix) the right to enter the Property to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and for any other purpose mentioned in or connected with:

provided that the exercise of any of the Reservations or the works carried out pursuant to them do not result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

b) The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

c) The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable written notice to the Tenant.

d) No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (i) physical damage to the Property; or
- (ii) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

a) 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 the aforementioned.

1. this lease;
2. the Reservations; and
3. the Landlord's interest in the Property.

b) The Tenant shall allow the Landlord and any other person lawfully authorised to enter the Property in accordance with its terms.

6. THE ANNUAL RENT

The Tenant shall pay the Annual Rent if demanded.

7. INSURANCE

a) The Tenant shall keep the Property insured against loss or damage by the Insured Risks for the sum which the Tenant considers to be its full reinstatement cost (taking inflation of building costs into account) with an insurer of repute

b) If, following damage to or destruction of the Property (provided that the Tenant has not vitiated the insurance policy), the Tenant reasonably considers that it is impossible or impractical to reinstate the Property, the Tenant may terminate this lease by giving notice to the Landlord. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of either party in respect of the breach of the tenant covenants of this lease. Any proceeds of insurance (other than insurance for plate glass) shall belong to the Landlord and the Tenant in accordance with their respective interests.

c) The Tenant shall comply at all times with the requirements and recommendations of the insurers relating to the Property.

d) The Tenant shall effect public liability insurance for the Property throughout the Contractual Term with reputable insurers or underwriters as approved by the Landlord (such approval not to be unreasonably withheld or delayed) in the joint names of the Landlord and the Tenant in the sum of **TEN MILLION POUNDS (£10,000,000)** or such other sums as the Landlord may from time to time reasonably consider necessary in respect of any one incident (the number of incidents to be unlimited) and keep the policy current at all times during the Contractual Term.

- e) The Tenant shall:
- (i) make all payments necessary for the above purposes within fourteen days after the same shall become due; and
 - (ii) produce to the Landlord on demand the policy or policies of such insurance and receipt for each such payment.
- f) Where the monies received by virtue of such insurance shall be insufficient to meet any claim or series of claims the Tenant will make good any deficiency out of the Tenant's own monies.
- g) The Landlord shall effect public liability insurance for the Ransom Strip throughout the Contractual Term with reputable insurers or underwriters as approved by the Tenant (such approval not to be unreasonably withheld or delayed) in a sum not less than TEN MILLION POUNDS (£10,000,000) or such other sums as the Tenant may from time to time reasonably consider necessary in respect of any one incident (the number of incidents to be unlimited) and keep the policy current at all times during the Contractual Term.

8. MANAGEMENT PLAN

- a) The Tenant shall submit to the Landlord not less often than once in every 5 years of the Contractual Term a Management Plan for approval by the Landlord (such approval not to be unreasonably withheld or delayed).

- b) The Tenant shall carry out its obligations in the Management Plan and without prejudice to the same and to the foregoing provisions of this lease manage cultivate and use the Property in accordance with the provisions of the Management Plan and this lease.

- c) The Tenant must not discharge into any conduits any oil, grease or other deleterious matter or any substance which may be or become a source of danger or injury to the drainage system or cause any breach of any laws including but not limited to any environmental legislation.

9. RATES AND TAXES

- a) The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
- (i) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (ii) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- b) The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord (such approval not to be unreasonably withheld or delayed).

10. UTILITIES

- a) The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

- b) If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs within seven days of demand

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

11. COMMON ITEMS

- a) At all times to pay a fair and proper proportion to be determined by

the Landlord (whose determination shall be final binding upon the Tenant) of the costs charges and expenses payable in respect of any structures land roads or other items the use of which is common to the Property and other property such payment to be paid by the Tenant within seven days of demand and to keep the

Landlord indemnified against such proportion of such costs charges and expenses as aforesaid.

b) The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

12. VAT

a) All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it 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.

b) Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

13. DEFAULT INTEREST AND INTEREST

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

b) If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, if and when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

14. COSTS

a) The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in reasonable contemplation of any of the following:

- (i) the enforcement of the tenant covenants of this lease;
- (ii) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (iii) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (iv) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (v) 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 unreasonably to withhold it).

b) Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

15. SET-OFF

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. REGISTRATION OF THIS LEASE

- a) Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Landlord will assist the Tenant in replying to any requisitions received from the Land Registry, and in particular shall use all reasonable endeavours to procure that the Ransom Strip shall be excluded from the Tenant's registered title to this lease, and also the title plan for the Tenant's registered title. Within one (1) month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

b) The Tenant shall not:

- (i) apply to HM Land Registry to designate this lease as an exempt information document;
- (ii) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
- (iii) apply for an official copy of any exempt information document version of this lease.

17. ASSIGNMENTS

- a) The Tenant shall not assign the whole of the Property demised by this lease without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

b) The Tenant shall not assign part only of the Property demised by this lease.

c) The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment of the whole of the Property demised by this lease subject to any or all of the following conditions:

- (i) a condition that the assignor enters into an authorised guarantee agreement which:

- (A) is in respect of all the tenant covenants of this lease;
- (B) 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 Landlord and Tenant (Covenants) Act 1995;
- (C) imposes principal debtor liability on the assignor;
- (D) requires (in the event of a disclaimer of liability of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- (E) is otherwise in a form reasonably required by the Landlord.
- (ii) a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity in the form set out in the Schedule (with such amendments and additions as the Landlord may reasonably require);
- (iii) a condition that the assignee provides a cash deposit by way of a rent deposit such sum as the Landlord may reasonably determine securing its obligations under this lease; or
- (iv) a condition that the assignee enters into a deed of covenant in such terms as the Landlord shall require to undertake the obligations on the part of the Tenant as contained in the Management Plan.
- d) The provisos to Clause 18.3 shall operate without prejudice to the right of the Landlord to withhold such consent on any other ground or grounds where such withholding of consent would be reasonable or to impose any further condition or conditions upon the grant of consent where the imposition of such condition or conditions would be reasonable
- e) The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign the lease:

- (i) there is a material breach of covenant by the Tenant that has not been remedied;
 - (ii) if 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; or
 - (iii) the Tenant has not materially complied with the terms of the Management Plan
- f) 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.

18. SUB-LETTING

- a) The Tenant shall not underlet the whole or part of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- b) The Tenant shall not underlet the Property or any part:
 - (i) together with any property or any right over property that is not included within this lease; nor
 - (ii) at a fine or premium or reverse premium.
- c) The Tenant shall not underlet any part of the Property or the whole unless, before the underlease is granted, the Tenant has given the Landlord:
 - (i) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease;
 - (ii) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) a duly executed deed of covenant in such terms as the Landlord shall require in which the undertenant covenants directly with the Landlord (and with the Tenant) to undertake

the obligations on the part of the Tenant as contained in the Management Plan.

- d) Any underletting by the Tenant shall be by deed and shall include:
- (i) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;

- (ii) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and

- (iii) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,
- and shall otherwise be consistent with and include tenant covenants no less onerous than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

- e) In relation to any underlease granted by the Tenant, the Tenant shall:
- (i) not vary the terms of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld; and
- (ii) enforce the tenant covenants in the underlease and not waive any of them.

19. PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, part with or share possession or share occupation of the whole or any part of this lease or 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).

20. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

- a) In this clause a Transaction is:
- (i) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
 - (ii) the making of any other arrangement for the occupation of the Property.

- b) In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one (1) month of completion of the registration, the Tenant shall send the Landlord official copies of its title.

- c) No later than one (1) month after a Transaction the Tenant shall:
- (i) give the Landlord's solicitors notice of the Transaction; and
 - (ii) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
 - (iii) pay the Landlord's solicitors a registration fee of SEVENTY FIVE POUNDS (£75.00) (plus VAT) and
 - (iv) if relevant deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.
 - (v) if the Landlord so requests whether by service of a section 40 notice under the LTA 1954 or otherwise, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

21. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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

Tenant shall keep the Landlord informed of the progress and completion of its application.

22. REPAIRS AND MAINTENANCE

a) The Tenant shall keep the Property in the condition required by the Management Plan.

b) The Tenant shall keep any Service Media within and exclusively serving the Property in good working order.

c) At its own cost, the Landlord will keep the Access Roads in a clear and safe condition, subject to clause 22(d).

d) The Tenant will repair any damage caused by the Tenant's visitors contractors or employees to the Green Access Road, and for the avoidance of doubt the Tenant shall not be required to put the Green Access Road in any better condition than as evidenced by the Access Schedule of Condition. The Landlord and the Tenant agree that they will use all reasonable endeavours to agree and sign the Access Schedule of Condition as soon as possible and will procure that a copy is annexed to this lease after it has been agreed and signed.

PROVIDED THAT nothing in this clause shall oblige the Tenant to:

i) repair damage caused by an Insured Risk unless and to the extent that payment of the insurance monies is refused because of something the Tenant has done or not done; or

ii) keep the Property in a better condition than as required by the Management Plan.

23. ALTERATIONS

Save for the Planned Works to be carried out as contained in the Management Plan the Tenant shall not carry out any alteration to the Property

including to any Service Media without the written consent of the Landlord (such consent not to be unreasonably withheld or delayed).

24. SIGNS

a) In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

b) 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.

25. WILDLIFE

a) The Tenant having first consulted with the Landlord shall provide the correct and appropriate care and maintenance of any protected species within on or at the Property.

b) The Tenant shall manage and undertake regular treatments for notifiable invasive plant species on in or at the Property including but not limited to Japanese knotweed and giant hogweed

26. RETURNING THE PROPERTY TO THE LANDLORD

a) At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and in compliance with the covenants herein contained.

b) At the end of the term (or when the Tenant vacates the Property if that is earlier) to deliver to the Landlord all documents held by the Tenant in respect of the Property including (where relevant) those documents referred to in clause 28(iii).

c) If so requested by the Landlord at least 6 months before the end of the Contractual Term the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

d) At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

e) The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten (10) working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

f) If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

27. USE

a) The Tenant shall at all times use the Property for the Permitted Use and for no other purpose.

b) The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or other occupiers or any other owner or occupier of neighbouring property, or in a manner which would place the Landlord in its capacity as the local authority in disrepute.

c) The Tenant shall not use or permit or suffer the Property or any part of it to be used for any noisy noxious or offensive dangerous trade business or occupation not to hold or permit or suffer any sale by auction or the Property

d) The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

- e) The Tenant shall not permit any person to sleep on the Property.
- f) The Tenant shall load and unload goods only at such times as accord with any by laws or parking restrictions imposed by the local authority.
- g) The Tenant shall keep the Property open to the public at all times except that the Tenant may close the Property (in whole or in part) to the public as and when necessary for maintenance, safety or conservation reasons PROVIDED THAT if any such closure lasts for longer than 7 consecutive days the Tenant shall re-open the Property unless it obtains the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed).
- h) The Tenant shall ensure that any refuse that is deposited on the Property shall be removed in such manner as accord with the arrangements for the collection of refuse from the Property by the local authority.
- i) The Tenant shall not allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building (if any) or any neighbouring property.

28. COMPLIANCE WITH LAWS

- a) The Tenant shall comply with:-
 - (i) All laws in relation to the Property and the occupation and use of the Property by the Tenant;
 - (ii) The provisions of all statutes for the time being in force and the requirements of any competent authority relating to the Property or anything done thereon by the Tenant or any person authorised by the Tenant (including for the avoidance of doubt and without any limitation the Health and Safety at Work Act 1974, the Control of Substances Hazardous to Health Regulations (COSHH 2002), Control of Asbestos Regulations 2012, all regulations relating to the control of legionella, the Disability Discrimination Act 1995 and any Acts statutory requirements or regulations replacing the same) and shall indemnify the Landlord against all actions proceedings

claims or demands which maybe brought or made by reason of such statutes or requirements or any default in compliance thereof; and

(iii) Any and all statutory requirements for commissioning:

(A) Asbestos surveys and reports

(B) Fire risk assessments;

(C) Health and safety assessments;

(D) Electrical testing reports;

(E) Gas servicing certificates;

(F) Energy Performance Certificate;

(G) Legionella assessments and reports;

(H) Oil servicing certificates;

and shall produce the same to the Landlord and further shall be responsible for implementing any resulting actions, statutory requirements and management plans arising from these reports, surveys or assessments.

b)

If the Tenant does not comply with its obligations in clause 28, then, without prejudice to any other right or remedy of the Landlord, the reasonable and proper costs incurred by the Landlord in commissioning and complying with the statutory requirements pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

c)

The Tenant shall comply with all laws relating to the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation

d)

Subject to the provisions of clause 45 (Agreement on Environmental Liability) and 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.

e) Within ten (10) working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

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

f) The Tenant shall not apply for any planning permission for the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

g) The Tenant shall not do or permit anything to be done or omitted in connection with the Property which shall contravene any Planning Laws

h) The Tenant shall comply where necessary with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.

i) The Tenant shall 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.

j) As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall 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.

- k) The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- a) The Tenant shall not grant any right or licence over the Property to a third party.
- b) If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (i) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (ii) at the joint cost of the Landlord and the Tenant, take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- c) The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property or any building thereon save as may be required to undertake the Planned Works in accordance with the Management Plan
- d) The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any building thereon or that the means of access to the Property or any building thereon is enjoyed with the consent of any third party.
- e) If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (i) immediately inform the Landlord and shall give the Landlord notice of that action; and

(ii) at the joint cost of the Landlord and the Tenant, take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

30. PLANNED WORKS

33.1 In the event of the Tenant commencing the Planned Works the Tenant must comply with the provisions contained in the Management Plan.

33.2 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

33.3 If the Tenant has not begun any works needed to remedy that breach within two (2) months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and may but shall not be obliged to carry out the works needed.

33.4 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

33.5 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 0.

31. INDEMNITY

The Tenant shall keep the Landlord indemnified on demand against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant

shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord..

33. RE-ENTRY AND FORFEITURE

a) 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:

- (i) any material breach of any condition of, or tenant covenant in, this lease;
- (ii) any material breach of the Management Plan;
- (iii) an Act of Insolvency.

b) 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.

34. JOINT AND SEVERAL LIABILITY

a) Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord 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.

b) Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord 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.

- c) The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- d) The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

35. ENTIRE AGREEMENT

- a) This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- b) Each party acknowledges that in entering into this lease and any documents annexed to it does not rely on any representation or warranty (whether made innocently or negligently).
- c) For the purposes of clause 35.b), **written enquiries and written replies** include any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given by reference and include enquiries or replies so requested or given by email.
- d) 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.
- e) Nothing in this clause shall limit or exclude any liability for fraud.

36. NOTICES, CONSENTS AND APPROVALS

- a) 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:

- (i) in writing and for the purposes of this clause an e-mail and fax is not in writing; and
- (ii) unless the receiving party or their authorised agent acknowledges receipt, be valid if, and only if it is given by hand or sent by registered post or recorded delivery or pre-paid first-class post or other next working day delivery service and where the receiving party is the Tenant is served on the Tenant at its registered office marked for the attention of **THE DARLANDS CONSERVATION TRUST PO BOX 57691 LONDON NW7 0GR** and where the receiving party is the Landlord is served on the Landlord at the Landlord's address marked for the attention of: **HEAD OF LEGAL SERVICES or HEAD OF ESTATES for The Mayor and Burgesses of the London Borough of BARNET** or such other address as the Landlord may notify the Tenant in writing
- b) If a notice complies with the criteria in clause 36(a), whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (i) if delivered by hand, either at the time the notice is left at the proper address or, if the notice is not delivered on a working day, the first working day after delivery;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- c) 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.
- d) Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962 or any statutory modification or re-enactment thereof) shall otherwise apply to notices given under this lease.
- e) Where the consent of the Landlord is required under this lease, consent shall only be valid if it is given by deed, unless:

- (i) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - (ii) it expressly states that the Landlord waives the requirement for a deed in that particular case.
- If a waiver is given, it shall not affect the requirement for a deed for any other consent.

- f) 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:
 - (i) the approval is being given in a case of emergency; or
 - (ii) this lease expressly states that the approval need not be in writing.

- g) If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

37.

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.

38.

JURISDICTION

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

39.

EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

- a) The parties confirm that:

- (i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than fourteen (14) days] before this lease was entered into a certified copy of which notice is annexed to this lease; and
- (ii) [NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A (3)(b) of the LTA 1954 a certified copy of which [statutory] declaration is annexed to this lease

40. MUTUAL BREAK CLAUSE

40.1 In this clause "Break Date" means 2026

40.2 Either the Landlord or Tenant may determine this Lease on the Break Date on the service of not less than six (6) months' prior written notice on the other and on the Break Date the Contractual Term is to cease and determine immediately but without prejudice to any rights or remedies that may have accrued to either party against the other EXCEPT that :-

40.2.1 a break notice served by the Tenant pursuant to this clause shall be of no effect if at the Break Date the Tenant or any sub-tenant licensee or other third party remains in occupation of any part of the Property; and

40.2.2 a break notice served by the Landlord shall be of no effect if on the Break Date the Tenant has substantially commenced the works agreed under the terms of the Management Plan.

41. LOCAL AUTHORITY POWERS

41.1 The Landlord grants this Lease pursuant to section 123 of the Local Government Act 1972 (as amended).

41.2 Nothing herein contained shall prejudice or abridge any of the rights and powers for the time being vested in the Council of the London Borough of Barnet as the Local Authority for the London Borough of Barnet and that all rights and powers shall in regard to the Property or the occupiers thereof be enforceable and exercisable by the said

Council as fully and freely as if the Landlord were not the landlord herein.

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

43. CHARITIES ACT CERTIFICATE
The land demised by this lease will, as a result of this lease be held by a non-exempt charity and the restrictions on disposition imposed by section 117 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

44. CHANCEL REPAIR LIABILITY
The Landlord will indemnify the Tenant against all expenses costs claims damages and losses arising from any chancel repair liability relating to the Property.

45. STATUTORY DECLARATION
Within three months of the date of this Lease the Landlord will produce to the Tenant in a form reasonably acceptable to the Tenant a statutory declaration as evidence of prescriptive rights owned by the Landlord over the area of land at the end of The Close between the land coloured blue on the Plan and the adopted highway.

46. AGREEMENT ON ENVIRONMENTAL LIABILITY
46.1 Any liability under Environmental Law (including without limitation any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Property, on or after the date of this lease shall be the sole responsibility of the Tenant.
46.2 Any liability under Environmental Law (including without limitation any liability under the Contaminated Land Regime) arising in respect of Hazardous Substances in, on, under or emanating from the Property,

before the date of this lease shall be the sole responsibility of the Landlord.

46.3 This clause 46 constitutes an agreement on liabilities under the Department for Environment, Food and Rural Affairs Statutory Guidance on the Contaminated Land Regime

46.4 If the Enforcing Authority serves a notice under the Contaminated Land Regime on either party to this lease, either party may produce a copy of this clause 46 to any Enforcing Authority or Court for the purposes of determining liability under the Contaminated Land Regime, regardless of any confidentiality agreement that may exist between the parties relating to this lease or any of its provisions

46.6 Neither party shall challenge the application of the agreement on liabilities set out in this clause 46

46.6 The Tenant will indemnify the Landlord against all expenses, costs, claims, damage and loss arising from any Hazardous Substance on, under, or at the Property on or after the date of this lease

46.7 The Landlord will indemnify the Tenant all expenses, costs, claims, damage and loss arising from any Hazardous Substance on, under, or at the Property before the date of this lease.

47. DISPUTE CLAUSE

If any dispute arises between the Landlord and the Tenant arising out of this Lease the dispute shall be referred (in the absence of any express provision to the contrary) to an arbitrator appointed jointly by the Landlord and the Tenant. If the parties cannot agree on the arbitrator's identity the arbitrator shall be appointed on either party's request by the President for the time being of the Chartered Institute of Arbitrators. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator.

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

SCHEDULE 1 GUARANTEE AND INDEMNITY

1. GUARANTEE AND INDEMNITY

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the rents reserved by this lease 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
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **Authorised Guarantee Agreement**) and that if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under *paragraph 1.1* to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the rents reserved by this lease or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the Authorised Guarantee Agreement.

2. GUARANTOR'S LIABILITY

2.1 The liability of the Guarantor under *paragraph 1.1(a)* and *paragraph 1.2(a)* shall continue until the end of the term, or until the Tenant is released from the tenant covenants of this lease by virtue of the Landlord and Tenant (Covenants) Act 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant; or
- (b) 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 Authorised Guarantee Agreement) or in making any demand in respect of any of them; or

(c) 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; or

(d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the rents reserved by this lease or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the Authorised Guarantee Agreement); or

(e) 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 reserved by this lease or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the Authorised Guarantee Agreement) including the release of any such security; or

(f) [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; or]

(g) 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 Authorised Guarantee Agreement) or any unenforceability of any of them against the Tenant; or

(h) 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; or

(i) without prejudice to paragraph 4, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease; or

(j) 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

by any other act or omission except an express release by deed of the Guarantor by the Landlord.

3. VARIATIONS AND SUPPLEMENTAL DOCUMENTS

3.1 The Guarantor shall, 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 Authorised Guarantee Agreement).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this Lease (or the Tenant's obligations under the Authorised Guarantee Agreement) whether or not:

- (a) the variation is material or prejudicial to the Guarantor; or
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the Authorised Guarantee Agreement) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the Landlord and Tenant (Covenants) Act 1995.

11/2/18

EXECUTED as Deed by

THE DARLANDS CONSERVATION TRUST in

Director/Secretary's signature

Director:

Director

The Common Seal of the Mayor and
Burgesses of the London Borough of
Barnet was hereunto affixed in the
presence of the following as authorised
by Article 11.5 of the Constitution
published in January 2018:

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)

ANNE M. CHAMBERLAIN, HEAD OF GOVERNANCE
Chief Officer on behalf of MINISTRY OFFICER

SARAH RIDA, GOVERNANCE TEAM LEAD
(ACTING), WITH DELEGATED AUTHORITY
Head of Governance

Officer with delegated authority of Head of
Governance

Monitoring Officer



