



DATED \_\_\_\_\_ 2024

## LEASE

Of MAURICE HUGGINS ROOM AND VICTORIA GARDENS,  
CALLINGTON ROAD, SALTASH, CORNWALL PL12 6LA

Between:

**(1) THE CORNWALL COUNCIL**

**(2) SALTASH TOWN COUNCIL**

Legal Services, Cornwall Council  
Fourth Floor, North Wing, County Hall, Truro, Cornwall, TR1 3AY  
KW/070221

**THIS LEASE** is dated \_\_\_\_\_ 2024

## **PARTIES**

- (1) **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro TR1 3AY (the **Landlord**); and
- (2) **SALTASH TOWN COUNCIL** of The Guildhall, 12 Lower Fore Street, Saltash PL12 6JX (the **Tenant**).

## **BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

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

#### **1.1 Definitions:**

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| <p><b>Act</b></p> <p><b>Insolvency:</b></p> | <p><b>of</b> (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;</p> <p>(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;</p> <p>(c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in</p> |
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connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

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

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.

<b>Agreed Works:</b>	the repair and repainting of the exterior railings at the Property;
<b>Annual Rent:</b>	rent at a rate of one peppercorn per annum (if demanded).
<b>CDM Regulations:</b>	the Construction (Design and Management) Regulations 2015 ( <i>SI 2015/51</i> ).
<b>Commencement Date:</b>	the date of this lease.
<b>Contractual Term:</b>	a term of 5 years from and including the Commencement Date to and including _____ 2029.
<b>Default Interest Rate:</b>	4% per annum above the Interest Rate.
<b>Energy Assessor:</b>	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.
<b>Energy Performance Certificate:</b>	a certificate as defined in regulation 2(1) of the EPC Regulations.
<b>EPC Regulations:</b>	Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
<b>Insured Risks:</b>	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant reasonably decides to insure against from time to time and the term <b>Insured Risk</b> shall mean any one of them.
<b>Interest Rate:</b>	the base rate from time to time of National Westminster Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
<b>Listed Monument:</b>	The Grade II listed war memorial monument on the Property, the approximate location of which is shown coloured orange on the Plan.
<b>Maurice Huggins Room:</b>	that part of the Property shown coloured brown on the Plan.
<b>Permitted Use:</b>	use as a community hub and community day centre with surrounding amenity gardens and parkland for local community use or any other uses approved by the Landlord in writing (such

approval not to be unreasonably withheld) within Use Class F2 of the Town and Country Planning (Use Classes) Order 1987 (as amended) as at the date this lease is granted.

**Property:**

Maurice Huggins Room and Victoria Gardens, Callington Road, Saltash, PL12 6LA as shown edged red on the attached plan including the hardstanding and

- (a) the foundations;
- (b) the external walls;
- (c) the internal and external doors and their furniture, fittings and frames;
- (d) the internal and external windows (including glass panes) and their furniture, fittings and frames;
- (e) the roof and roof joists;
- (f) the service media within and exclusively serving the Property;
- (g) the gardens, trees, gates, walls and railings within the Property; and
- (h) the boundary structures surrounding the Property, including the retaining boundary walls.
- (i) The Listed Monument.

**Recommendation Report:**

a report as defined in regulation 4 of the EPC Regulations.

**Reinstatement Value:**

the full reinstatement value of the Property as reasonably determined by the Tenant from time to time taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up,

professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

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

**Rent Payment Dates:** every anniversary of the Commencement Date.

**Reservations:** the rights excepted and reserved in clause 3.

**Rights:** the rights granted in clause 4.

**Service Media:** all media for the supply or removal of electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities together with all structures, machinery and equipment ancillary to those media.

**Term:** the Contractual Term.

**Termination Date:** the date on which this lease determines (however it determines).

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters set out or referred to in the property register and charges register of title number CL230486 as at 13:26:08 on 25<sup>th</sup> July 2023.

**VAT:** value added tax or any equivalent tax chargeable in the UK.

**Victoria Gardens:** that part of the Property shown coloured green on the Plan.

- 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 or collateral to it.

- 1.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.3 A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.9 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.10 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.11 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.12 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.13 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 reasonable endeavours to prevent that thing being done by another person.

- 1.14 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.15 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.16 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.17 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.
- 1.18 Except in relation to clause 30.2, a reference to **writing** or **written** excludes fax and email.
- 1.19 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

## **2. GRANT**

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term with limited title guarantee:
  - (a) together with the Rights;
  - (b) excepting and reserving the Reservations;
  - (c) subject to the Third Party Rights; and
  - (d) in accordance with the terms of this lease.
- 2.2 The grant in Clause 2.1 is made with the Tenant paying as rent to the Landlord:
  - (a) the Annual Rent;

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

### **3. RIGHTS GRANTED**

- 3.1 The Landlord grants the Tenant the following rights:
- (a) the right to use any Service Media that belong to the Landlord and serve the Property.
- 3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.3 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.
- 3.4 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.

### **4. RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this lease to the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:
- (a) a right of way at all times by the Landlord, those authorised by the Landlord and (for the avoidance of doubt) the emergency services and members of the general public over and along all external footpaths and other ways at the Property for the purpose of access to and egress from the part of the Property known as Victoria Gardens together with a full and free right to access and use that part of the Property known as Victoria Gardens for recreation purposes;

- (b) the right to enter the Property and carry out work to improve the energy performance of the Property;
- (c) the right to use and connect into any service media at (but not forming part of) the Property;
- (d) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;
- (e) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (f) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; or
  - (iii) the Landlord's interest in the Property;
- (g) the exclusive right to all treasure or archaeological artefacts discovered on the Property; and

4.2 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.

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and (except in the case of an emergency when no notice is required) after having given reasonable notice to the Tenant (which notice need not

be in writing) with or without their workers, contractors, agents and professional advisors.

- 4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or 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 the exercise of any of the Reservations except for:

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

## **5. THIRD PARTY RIGHTS**

- 5.1 The Tenant must:

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

## **6. ANNUAL RENT**

- 6.1 The Tenant shall pay the Annual Rent in advance on or before the Rent Payment Date if demanded.

## **7. OTHER PAYMENTS TO THE LANDLORD**

- 7.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

- (a) any taxes payable by Landlord in connection with any dealing with or disposition of the reversion to this lease;
- (b) any taxes, other than VAT, payable by the Landlord or by reason of the receipt of the rent due under this lease.

- 7.2 The Tenant shall not make any application for rating relief on the basis the Property is vacant.

- 7.3 The Tenant shall pay all costs in connection with the supply of electricity, gas, water and drainage and telecommunications and data and other services and utilities to or from the Property.
- 7.4 If any of the costs in clause 7.1 or 7.3 are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs, which will be determined by the Landlord acting reasonably.
- 7.5 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the Termination Date, in connection with or in contemplation of:
- (a) the enforcement of the tenant covenants of this lease;
  - (b) any consent applied for in connection with this lease (including but not limited to consent to assign or consent to alterations);
  - (c) the preparation and service of a schedule of dilapidations in connection with this lease; and
  - (d) the preparing and serving of 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.
- 7.6 If:
- (a) any Annual Rent has not been paid by the date it is due, where it has been formally demanded; or
  - (b) 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 from the due date to and including the date of payment.

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

## **8. BUILDINGS INSURANCE**

- 8.1 The Tenant shall effect and maintain buildings insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full Reinstatement Value subject to:

- (a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
- (b) insurance being available on reasonable terms in the London insurance market.

- 8.2 In relation to any insurance effected by the Tenant under this clause:

- (a) within 14 days of request from the Landlord, to supply the Landlord with:
  - (i) a copy of the current insurance policy and schedule;
  - (ii) a copy of the application form for the policy; and
  - (iii) a copy of the receipt for the current year's premium.
- (b) to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
- (c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

- 8.3 To inform the Landlord and inform the insurer of the property immediately that it becomes aware of:

- (a) any matter which 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 continue insuring the Property;
- (b) any damage or loss that relates to the Property; and
- (c) any other event occurs which might affect any insurance policy relating to the Property.

## **9. REBUILD FOLLOWING DAMAGE OR DESTRUCTION**

9.1 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

- (a) promptly notify the Landlord and make a claim under the insurance policy for the Property;
- (b) notify the Landlord immediately if the insurer indicates that the Reinstatement Value will not be recoverable in full under the insurance policy;
- (c) promptly take such steps as may be necessary and proper to obtain all planning and other consents that are required to repair (or as the case may be) rebuild or reinstate the Property.

9.2 Subject to obtaining such consents as required under clause 9.1(c), the Tenant shall:

- (a) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies.
- (b) reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained, then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:

- (i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed; and
- (ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

## **10. THIRD PARTY LIABILITY INSURANCE**

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with an insurance company approved by the Landlord to provide cover in respect of each and every claim of not less than £5 million or such higher sum as the Landlord may from time to time direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

## **11. VAT**

- 11.1 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.
- 11.2 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.

## **12. ALIENATION**

- 12.1 Except as expressly permitted by clause 12.2, the Tenant must not:



- (a) assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
- (c) 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).

12.2 The Tenant may share occupation of the Property or any part or parts thereof in order to allow community interest groups to share the use of the Property provided that no relationship of landlord and tenant is established by that arrangement.

12.3 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.

### **13. REPAIR AND DECORATION**

13.1 The Tenant shall:

- (a) put and keep the Property in good and substantial repair and condition and, when necessary, renew and rebuild the Property. For the avoidance of doubt it is not the intention of either party that the Landlord will be responsible for any repairs to the Property during the term of this lease;
- (b) replace any broken glass panes in any doors and windows at the Property;
- (c) ensure that any service media within and exclusively serving the Property is kept in good working order;
- (d) replace any fixtures, fittings, plant or equipment that are beyond economic repair;
- (e) clean the inside and outside of the windows at the Property as often as reasonably necessary;

- (f) keep any part of the Property not built upon adequately surfaced in a good condition;
- (g) keep the Property free from weeds (including invasive species) and all landscaped areas forming part of the Property properly cultivated and deal with any trees or shrubs on the Property in accordance with the principles of good arboriculture;
- (h) maintain the Property in a clean and tidy condition and free from rubbish (including siting adequate rubbish bins on the Property and emptying as often as necessary to control litter on the Property);
- (i) put and keep the Listed Monument on the Property in good and substantial repair and condition (but not otherwise alter the Listed Monument); and
- (j) maintain the Listed Monument in a clean and tidy condition and free from graffiti;

13.2 The Tenant shall be liable to repair any damage caused by an uninsured risk.

13.3 The Tenant must:

- (a) decorate the exterior of the Property as often as is reasonably necessary (and at least once every five years) and also in the last six months of the term (howsoever determined);
- (b) decorate the interior of the Property as often as is reasonably necessary (and at least once every three years) and also in the last six months of the term (howsoever determined);
- (c) paint the park railings as often as reasonably necessary and at least once every five years;
- (d) carry out, to the reasonable satisfaction of the Landlord, 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 using materials, designs and colours approved by the Landlord (acting reasonably).

**14. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

- 14.1 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.
- 14.2 Following the service of a notice pursuant to clause 14.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
  - (b) is not carrying out the required works with all due speed.
- 14.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 14.2 (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.
- 14.4 Any action taken by the Landlord pursuant to this clause 14 shall be without prejudice to the Landlord's other rights (including those under clause 25).

**15. ALTERATIONS**

- 15.1 Except as provided in clause 9 and clause 15.3, the Tenant shall not make any external or structural alterations to the Property (other than the Agreed Works) or to any plant, equipment or services within and serving the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld).
- 15.2 The Tenant may make internal non-structural alterations to the Maurice Huggins Room without the prior consent of the Landlord provided that:
- (a) the Tenant must not carry out any such works until it has:
    - (i) provided details of the works to the insurers of the Property; and

- (ii) at least 5 working days before commencing the works, given the Landlord two copies of the plans and specification for the works; and
  - (b) the Tenant makes good any damage to the Property caused by the carrying out of those works.
- 15.3 The Tenant shall not make any alterations (other than the Agreed Works) to Victoria Gardens, other than such alterations as are strictly necessary to maintain Victoria Gardens as an public open space. For the avoidance of doubt, the re-location of park furniture and rubbish bins, re-planting, landscaping and the replacement of existing benches on a like for like basis are permitted alterations.
- 15.4 Any alterations permitted by this clause are subject to clause 15.6 and 19.1.
- 15.5 The Tenant must obtain and comply with all necessary consents of the competent authorities and pays their charges for them in respect of any alterations to the Property to which the Landlord gives consent pursuant to this clause.
- 15.6 The Tenant shall not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the environmental performance of or the asset rating in any Energy Performance Certificate commissioned in respect of the Property.
- 15.7 The Tenant shall comply promptly with any statutory duty to produce a new Energy Performance Certificate for the Property arising as a result of works carried out by the Tenant and shall supply to the Landlord as soon as reasonably practicable following receipt by the Tenant of the necessary details, a copy of each new Energy Performance Certificate when entered on the Energy Performance Certificate Register.

## **16. AGREED WORKS**

- 16.1 Within three months of the Commencement Date the Tenant shall carry out the Agreed Works:
- (a) in accordance with the plans and/or specifications previously

approved in writing or by email by the Landlord;

- (b) after obtaining all necessary consents of the competent authorities for the works;
- (c) using good quality materials which are fit for purpose; and
- (d) in a good and workmanlike manner.

16.2 The Tenant must ensure that any contractor it uses holds public liability insurance for a minimum of £5 million for any one claim or series of claims, and provide evidence of such insurance on demand from the Landlord.

16.3 The Tenant must immediately make good, to the satisfaction of the Landlord, any damage (including decorative damage) to any land or building, service media, plant or machinery which is caused by carrying out the Agreed Works.

## **17. SIGNS**

17.1 The Tenant must not attach any signs, fascia, awnings, placards, boards, posters and advertisements (**Signs**) to the exterior of the Property except:

- (a) Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use; and
- (b) with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

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

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

**18. USE**

- 18.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 18.2 The Tenant must prepare and implement a maintenance and compliance programme for the upkeep of the Property, to include a tree management plan and provide it to the Landlord if requested and must keep a written record of all structural, annual and other inspections undertaken as part of the maintenance and compliance programme and provide a copy of all inspections or reports to the Landlord within 10 working days of the inspection taking place.
- 18.3 The Tenant must ensure that all inspections and works are carried by suitably qualified professionals.
- 18.4 The Tenant shall not overload any structural part of the Property nor any service media at or serving the Property.
- 18.5 The Tenant shall not burn any items or articles on the Property.
- 18.6 The Tenant shall not bring items of a dangerous nature onto the Property.
- 18.7 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, or any owner or occupier of neighbouring property.
- 18.8 The Tenant shall not disturb, damage or interfere with the Listed Monument, other than to the extent required to comply with its maintenance obligations in clause 13.1(i) and clause 13.1(j).
- 18.9 The Tenant shall not do any act or thing or not do or omit anything as a result of which any policy of insurance of any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable.

- 18.10 The Tenant shall allow and not to impede the free right of access to the part of the Property known as Victoria Gardens by the Landlord, members of the public and all emergency services.
- 18.11 The Tenant shall comply with all statutory regulations including (but not limited to) fire, planning and health and safety regulations and shall provide evidence of such compliance to the Landlord within 14 days of such a request.
- 18.12 The Tenant shall procure its own public liability insurance (for a minimum of £5 million for any one claim or series of claims), contents insurance and employers liability insurance and shall provide evidence of such insurances (to include both a copy of the valid insurance schedule and evidence that the premium has been paid) to the Landlord within 14 days of such a request.
- 18.13 The Tenant shall not be entitled to claim from the Landlord any compensation in respect of any works or improvements carried out by the Tenant on the Property.

## **19. COMPLIANCE WITH LAWS**

- 19.1 The Tenant must comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
  - (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed of from the Property.
- 19.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- (a) send a copy of the relevant document to the Landlord; and

- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

19.3 The Tenant must not:

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

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

19.5 The Tenant must:

- (a) comply with its obligations under the CDM Regulations;
- (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
- (c) give that health and safety file to the Landlord at the Termination Date;
- (d) 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 Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and



- (e) 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.
- 19.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 19.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 19.8 The Tenant must keep:
  - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
  - (b) that machinery, equipment and alarms properly maintained and available for inspection.

## **20. ENERGY PERFORMANCE CERTIFICATES**

- 20.1 The Tenant must:
  - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
  - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 20.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

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

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

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

## **21. ENCROACHMENTS AND PRESERVATION OF RIGHTS**

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

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

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

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

21.4 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.

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

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

## **22. RETURNING THE PROPERTY TO THE LANDLORD**

22.1 On the Termination Date, the Tenant must:

- (a) give back the Property to the Landlord in the repair and condition specified in clause 13;
- (b) remove:
  - (i) any tenant's belongings from the Property;
  - (ii) subject to clause 22.2, any tenant's fixtures and fittings from the Property;
  - (iii) subject to clause 22.2, any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
  - (iv) any Signs erected by the Tenant at the Property; and
- (c) make good any damage caused to the Property by the removal of those items and alterations; and
- (d) return all keys to the Landlord.

22.2 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 22.1(b)(ii) and clause 22.1(b)(iii) shall not be removed pursuant to clause 22.1(b), the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

- 22.3 In the last 6 months of the Contractual Term the Tenant must:
- (a) decorate the inside (including floors where painted) and outside of the Property in accordance with clause 13.3; and
  - (b) professionally clean any carpets or floor coverings, or if requested by the Landlord replace any carpets or floor coverings.

All decoration shall be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.

- 22.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any belongings or items which have been left by the Tenant on the Property for more than ten days after the Termination Date. The Landlord shall not be liable to the Tenant by reason of that storage or disposal and shall be entitled to take such sums from any proceeds of sale to cover the Landlord's reasonable costs in storing and disposing of any items. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

### **23. INDEMNITY**

- 23.1 The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:
- (a) the use of the Property in connection with the Permitted Use;
  - (b) any breach of any tenant covenants in this lease; or
  - (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

**24. 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 except as otherwise permitted by this lease.

**25. LANDLORD'S COVENANT FOR INSURANCE**

- 25.1 The Landlord shall immediately inform the Tenant and immediately inform the insurer of the Property of any matter that occurs in relation to the Landlord that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.
- 25.2 The Landlord shall not insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.
- 25.3 The Landlord shall not do or omit to do anything as a result of which any policy of insurance of the Property may become void or voidable or otherwise prejudiced or which may cause an increased premium to be payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased premium).
- 25.4 The Landlord shall comply with the requirements and recommendations of the insurers relating to the Property of which the Landlord has received details in writing.
- 25.5 In respect of the insurance effected under clause 8, the Landlord shall pay to the Tenant on demand:
- (a) an amount equal to any insurance money that the insurers refuse to pay by reason of any act or omission of the Landlord or its workers, contractors or agents or any person at the

Property with the express or implied authority of any of them;  
and

- (b) any insurance monies received by the Landlord from the insurers to enable the Tenant to comply with its reinstatement obligations under this lease.

## **26. RE-ENTRY AND FORFEITURE**

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

- (a) any payment due under this lease (other than the Annual Rent) is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition or tenant covenant of this lease;  
or
- (c) an Act of Insolvency.

26.2 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. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

## **27. SECTION 62 OF THE LAW OF PROPERTY ACT 1925**

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 Law of Property Act 1925 is excluded.

## **28. EXCLUSION OF SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954**

28.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;

(b) \_\_\_\_\_, who was duly authorised by the Tenant to do so, made a declaration dated \_\_\_\_\_ 2024 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954; and

(c) there is no agreement for lease to which this lease gives effect.

28.2 The parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease.

## **29. 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.

## **30. ENTIRE AGREEMENT**

30.1 This lease and the 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 their subject matter.

30.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the Landlord's solicitors have given to any written enquiries raised by the Tenant's solicitors before the date of this lease and IT IS HEREBY AGREED AND DECLARED that in light of the decision in *William Sindall plc v Cambridgeshire County Council* (1993) the replies given by the *Landlord's* solicitor to any preliminary enquiries raised by the Tenant or its solicitor are provided from the

Property Services records and deeds of the Landlord and not from any other records that may be held by other services or departments of the Landlord. Neither the Landlord nor its solicitor have made any further enquiries into such matters and such replies are given on this basis. The Tenant must therefore rely on its own direct enquiries with other services or departments of the Landlord.

30.3 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.

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

### **31. 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 any neighbouring or adjoining property.

### **32. 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.

### **33. NOTICES, CONSENTS AND APPROVALS**

33.1 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:

- (a) in writing and for the purposes of this clause a fax or an email is not in writing; and
- (b) given to the Landlord by hand or by sending it by prepaid first-class post or other next working day delivery service to the registered office of the Landlord (if the Landlord is a company) or in any other case to the Landlord's principal place of business or last known place of abode or business in the United Kingdom; or



- (c) given to the Tenant by hand by leaving it at the Property or by sending it by prepaid first-class post or other next working day delivery service to the Property and to the registered office of the Landlord (if the Landlord is a company) or in any other case at the Tenant's principal place of business or last known place of abode or business in the United Kingdom.

33.2 If a notice complies with the criteria in clause 33.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address if it is delivered between 9am and 5pm; or
- (b) at 9am on the next working day after leaving it at the proper address, if delivered by hand between the hours of 5pm and 9am or at any time on a day that is not a working day; or
- (c) if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.

33.3 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.

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

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

- (a) it is given in writing and signed by the Landlord, or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

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

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

33.7 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.

#### **34. CAPACITY OF LANDLORD**

The Landlord enters into this lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this lease shall restrict or affect The Cornwall Council's powers or rights as a local authority, local planning authority, rating authority, local highway authority or statutory body to perform any of its statutory functions.

#### **35. RIGHTS OF THIRD PARTIES**

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.

#### **36. 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.

#### **37. 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).

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

Executed as a Deed by  
THE CORNWALL COUNCIL  
whose Common Seal was hereunto  
affixed in the presence of:

..... Authorised Signatory

..... Name of Authorised Signatory

[PLEASE CONFIRM THE METHOD OF EXECUTION USED BY THE TENANT]

