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Dated 2021

UNDERLEASE

Between

(1) First Greater Western Limited

and

(2) Saltash Town Council

Relating to the premises
located at Saltash Station
Albert Road, Saltash, Cornwall PL12 4EB

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LAND REGISTRY PRESCRIBED CLAUSES

LR1	Date of lease:	2021
LR2	Title number(s):	
LR2.1	Landlord's title number(s):	None
LR2.2	Other title number(s):	None
LR3	Parties to the lease:	
	Landlord:	FIRST GREATER WESTERN LIMITED (company number 05113733) whose registered office is at Milford House, 1 Milford Street, Swindon, Wiltshire SN1 1HL
	Tenant:	SALTASH TOWN COUNCIL of The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX
	Guarantor:	None
LR4	Property:	In the case of a conflict between this clause and the remainder of this lease then for the purposes of registration this clause shall prevail The premises located at the Station on which a decommissioned Phone Box currently sits (as defined in the Particulars and clause 2.1)
LR5	Prescribed statements etc:	None
LR6	Term for which the Property is leased:	The term specified in the Particulars (defined as the Term)
LR7	Premium:	None
LR8	Prohibitions or restrictions on disposing of the lease:	This lease contains a provision that prohibits or restricts dispositions
LR9	Rights of acquisition etc:	

LR9.1	Tenant's contractual rights to renew this lease to acquire the reversion or another lease of the Property or to acquire an interest in other land:	None
LR9.2	Tenant's covenant to (or offer to) surrender this lease:	None
LR9.3	Landlord's contractual rights to acquire this lease:	None
LR10	Restrictive covenants given in the lease by the landlord in respect of land other than the Property:	None
LR11	Easements:	
LR11.1	Easements granted by this lease for the benefit of the Property:	The rights granted by clause 2 and set out in Schedule 1
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other Property:	The rights granted or reserved by clause 3 and set out in Schedule 2
LR12	Estate rentcharge burdening the Property:	None
LR13	Application for standard form of restriction:	None
LR14	Declaration of trust where there is more than one person comprising the Tenant:	Not applicable

THIS LEASE is made on the date set out in clause LR1 of the Prescribed Clauses **BETWEEN** the Landlord and the Tenant respectively named in clause LR3 of the Prescribed Clauses

WITNESSES as follows

1 **PARTICULARS**

Landlord: **FIRST GREATER WESTERN LIMITED** (company number 05113733) whose registered office is at Milford House, 1 Milford Street, Swindon, Wiltshire SN1 1HL

Tenant: **SALTASH TOWN COUNCIL** of The Guildhall, Lower Fore Street, Saltash, Cornwall PL12 6JX

Guarantor: None

Station: The land buildings and facilities at Saltash Station, Albert Road, Saltash, Cornwall PL12 4EB and further described in **clause 2.1**

Premises: The premises located at the Station on which a former BT phone box currently sits the approximate location of which is shown edged red on the Plan and further described in **clause 2.1** and which is to extend no further than the footprint of the Phone Box

Term: A term of years from and including the Term Commencement Date and expiring on 30 March 2023

Term Commencement Date: []

Rent: A peppercorn per annum

Rent Commencement Date: []

Payment Days: Each anniversary of the Term Commencement Date and Payment Day shall mean any one of them

Permitted Use: To site a decommissioned Phone Box to be used to house a community defibrillator, or any other use that may be approved in writing by the Landlord (at the Landlord's absolute discretion) from time to time

2 **DEFINITIONS AND INTERPRETATION**

2.1 **Definitions**

In this lease where the context so admits the following words and expressions shall have the following meanings

Common Areas: all parts of the Station provided for the common use of more than one of the occupiers or users of the Station or members of the public but excluding all Restricted Areas

Conduits: all sewers drains pipes wires cables ducts gutters fibres and any other medium for the passage or transmission of soil water gas electricity air refrigerant smoke light information or other matters and includes where relevant ancillary equipment and structures which now or may hereafter be laid

Consent: the prior written consent of the Landlord and where the Landlord requires consent from any superior landlord or authority having jurisdiction over the matter concerned the corresponding approval given by that person in writing

DFT Rail Group: the statutory body appointed by the Secretary of State for the Department of Transport to hold the office of passenger rail franchising or to hold any office which is the successor either in whole or in part to the functions of that office

Enactment: any Act of Parliament and references (whether specific or general) to any Enactment or statute include any statutory modification or re-enactment of it for the time being in force and any order instrument plan regulation permission or direction made or issued under it or under any Enactment replaced by it or deriving validity from it

Environmental Performance: all or any of the following arising from the operation or use of the Premises:

- (a) Energy consumption
- (b) Water consumption and discharge
- (c) Waste generation and management
- (d) Generation and/or emission of greenhouse gases
- (e) Other adverse environmental impacts

References to **improvement in Environmental Performance** shall include all or any of the following:

- (a) Reduction in or improved efficiency of energy consumption, including selection of alternative sources of energy with a lower environmental impact
- (b) Reduction in generation and/or emission of greenhouse gases
- (c) Reduction in or improved efficiency of water consumption or discharge
- (d) Reduction in waste generation
- (e) Improvement in the rate or efficiency of waste recycling or reuse of resources
- (f) Reduction of other adverse environmental impacts

in each case taking into account any changes in the use or intensity of use of the Premises (and **improve the Environmental Performance** shall be construed in like manner)

Environmental Performance Data: data in respect of energy consumption water use and discharge waste production and recycling relating to the Premises and equipment and products used on the Premises

EPC: an Energy Performance Certificate as defined in Regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)

Interest Rate: the rate of four percentile (4%) per annum above the base rate from time to time of The Royal Bank of Scotland plc or such other bank as the Landlord may from time to time specify both before and after any judgment

Landlord: includes the reversioner for the time being immediately expectant on the determination of the Term

Landlord's Fittings: all operating equipment and fittings serving the Premises which are not Station Operation Infrastructure or Tenant's fittings or the property of any third party

Legal Obligations: any obligation from time to time created by an Enactment or competent public or regulatory authority which affects or relates to the Premises or their use and includes without limitation conditions and obligations imposed upon the operation of the Station or the rail network or as a condition of any planning permission and all other consents licences permission and approvals

Outgoings: all rates taxes charges duties assessments impositions and outgoings of any sort (whether or not of a capital or non-recurring nature) which are at any time during or in respect of the Term payable whether by the owner or occupier of the Property and includes (but is not limited to) charges for electricity gas water sewerage telecommunications and other services rendered to or consumed by the Property including any meter installation and rental costs and charges

Phone Box: the decommissioned BT phone box installed on the Premises

Plan: the plan attached to this lease

Premises: the property described in the Particulars and each and every part of such property including

- (a) the structural floor slab and foundations;
- (b) all Conduits within the Premises and which serve them exclusively and
- (c) all Landlord's Fittings (if any);
- (d) all electrical and mechanical installations in the nature of the landlord's fixtures (if any) and all plant equipment and machinery of like nature in them (other than as specifically excluded below) used or intended to be used exclusively for the purposes of the Premises;
- (e) all alterations additions and improvements which may be carried out during the Term or which have been carried out by or on behalf of the Tenant prior to the Term

but excluding:

- (f) all Conduits and Station Operation Infrastructure within the Premises which do not serve them exclusively (if any)
- (g) any item of equipment which is (from time to time) used exclusively for the purposes of the railway undertaking or function (if any);
- (h) any item or equipment which from time to time form part of the railway infrastructure (as defined in The Railways and Other Guided Transport Systems (Safety) Regulations 2006 (SI No 599 2006) for which the Landlord or Superior Landlord or any train operator is responsible as part of the safety certificate or authorisation as referred to in those regulations (if any); and
- (i) all mines and minerals in or under the Premises and any right of support from mines and minerals.

Rail Regulator: the person from time to time appointed by the Secretary of State for the Department of Transport to hold the Office of the Rail Regulator or to hold any office which is the successor to the functions of that office either in whole or in part

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

Restricted Areas: all parts of the Station to which members of the public and /or persons without requisite technical or safety competence and permission are from time to time prohibited access

Signs: all posters advertisements and hoardings and all safety or advisory signs and notices but excluding any signs erected by the Tenant pursuant to **clause 4.20**

Station Operation Infrastructure: all items of plant and equipment Signs and other things now or at any time during the Term installed at the Station for its proper safe and efficient operation as a railway station

Superior Landlord: the person or persons from time to time entitled to the reversion immediately expectant on the determination of the term created by the Superior Lease

Superior Lease: the superior lease under which the Landlord holds the Station dated 29th March 2020 and made between (1) Network Rail Infrastructure Limited and (2) the Landlord and any document supplemental to it

Term: the contractual term hereby granted

VAT: value added tax payable pursuant to the Value Added Tax Act 1994 and any tax of a similar nature substituted for it or imposed in addition to it and any penalties or fines in relation to it

Works: the works to be carried out at the Premises by the Tenant to be agreed by the Landlord in accordance with **clause 4.10.5** which shall include (but not be limited to) the full refurbishment of the Phone Box with the installation of new high quality power supply and community defibrillator and if not already present the installation of sub-meters to the electricity in order that the Tenant is responsible for the costs of all utilities consumed TOGETHER WITH the reinstatement of such works at the end of the term of this lease (unless and to the extent otherwise agreed in writing by the Landlord at the Landlord's absolute discretion) and TOGETHER WITH the works required to make good any damage to the Premises and /or the Station in carrying out such works

1954 Act: Landlord and Tenant Act 1954 as amended by the as amended by the Law of Property Act 1969 and the 2003 Order

2.2 Interpretation

In this lease where the context so admits:

2.2.1 obligations undertaken by more than a single person are joint and several obligations and references to any party shall be references to each individual comprising that party separately as well as jointly

2.2.2 any covenant by the Tenant not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing

2.2.3 the clause headings herein are for reference only and shall not be taken into account in the construction or interpretation of this lease

2.2.4 references to any party to this agreement shall include their successors in title

2.2.5 any reference to a statute shall include any statutory extension or modification or re-enactment of such statute and any order instrument plan regulation permission or direction made or issued thereunder or deriving validity therefrom

- 2.2.6 words importing the singular meaning shall include the plural meaning and vice versa and words importing the masculine feminine and neuter genders shall include the other or others of such genders
- 2.2.7 for the avoidance of any doubt expressions used in the Particulars shall have the same meanings when used elsewhere in this lease
- 2.2.8 reference to the Superior Landlord shall include its successors in title and shall include all superior landlords however remote
- 2.2.9 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
- 2.2.10 where any question or matter arising out of or under or relating to the Superior Lease which also affects or relates to the provisions of this lease is to be determined as provided in the Superior Lease the determination of such issue question or matters pursuant to the provisions of the Superior Lease shall be binding on the Tenant as well as the Landlord for the purposes of both the Superior Lease and this lease
- 2.2.11 a provision in this lease requiring the consent or approval of the Landlord shall be deemed to be conditional upon the consent or approval of the Superior Landlord and from any mortgagee of the Landlord or Superior Landlord being obtained so far as it may be required under the terms of the Superior Lease provided that nothing in this lease shall be construed as imposing on the Superior Landlord any obligation not unreasonably to refuse any such consent
- 2.2.12 all rights of entry exercisable by the Landlord and all other rights and powers excepted out of this demise or otherwise granted or permitted to the Landlord by the provisions of this lease shall extend to include the exercise by the Superior Landlord and the Superior Landlord's and the Landlord's respective mortgagees acting lawfully in pursuance of its or their powers contained in any such mortgage and its or their respective surveyors servants contractors agents licensees and others authorised by it or them with or without plant appliances or materials
- 2.2.13 in every case where there is provision in this lease for repayment to the Landlord by the Tenant of any expenses incurred by the Landlord then in the event of any expenses being incurred by the Superior Landlord and repayable by the Landlord pursuant to the Superior Lease there shall be deemed to be included in this lease a similar covenant by the Tenant to repay such expenses to the Landlord
- 2.2.14 any indemnities in favour of the Landlord should be deemed to incorporate indemnities in favour of the Superior Landlord

3 DEMISE AND RENT

The Landlord demises in so far as it has the right title and interest so to do the Premises to the Tenant together with the rights set out in Schedule 1 excepting and reserving to the Landlord the exceptions set out in Schedule 2 to hold the same for the Term from the Term Commencement Date subject to all rights easements privileges restrictions covenants stipulations and other matters of whatsoever nature affecting the Premises paying therefor throughout the Term

- 3.1 firstly the Rent (exclusive of VAT) by annual payments (if demanded) in advance on the Payment Days the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day preceding the Payment Day next thereafter to be paid on the date hereof

4 TENANTS COVENANTS

The Tenant covenants with the Landlord as follows

4.1 Rent and payments

To pay without any deduction or set off the Rent and all other payments set out at **clause 3** above at the times and in the manner reserved and made payable by this lease such payments to be made (if required by the Landlord) by banker's standing order or direct bank transfer

4.2 Outgoings and services

4.2.1 To pay all Outgoings or if they shall not be separately assessed a fair proportion (assessed by the Landlord) of any Outgoings assessed on the Premises together with other premises within the Station

4.2.2 If required by the Landlord to install (at its own expense) within the Premises a sub-meter or check meter to monitor the supply of gas, electricity or other energy or utility supplied to the Premises provided that:

4.2.2.1 the carrying out of such works shall neither impair the continuity of supply nor have any long term adverse effect on the supply of gas, electricity or other utility to the remainder of the Station;

4.2.2.2 the consent of the Landlord is first obtained in accordance with **clause 4.10**;

4.2.2.3 the carrying out of such works will not cause a breach of the terms of supply to the Station of gas, electricity or other utility as the case may be

4.2.3 To notify in writing without delay the relevant Local Authority department of the Tenant's occupation of the Premises and responsibility for relevant Outgoings

4.2.4 If, after the end of the Term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost

4.3 Energy Performance

4.3.1 to promote and improve the Environmental Performance of the Premises (including but not limited to the use of low energy consumption equipment and environmentally friendly fixtures and fittings on the Premises)

4.3.2 to identify appropriate strategies for the improvement of the Environmental Performance of the Premises

4.3.3 to provide to the Landlord not less frequently than quarterly and additionally on or as soon as reasonably practicable after request the Environmental Performance Data

4.3.4 Save where they are under a statutory obligation of disclosure, the Landlord and the Tenant will keep confidential the Environmental Performance Data shared under this clause, and will only use such data for the purposes of:

4.3.4.1 monitoring and improving the Environmental Performance of the Premises and/or the Station; and/or

4.3.4.2 measuring the Environmental Performance of the Premises and/or the Station against any agreed targets

4.3.5 Where the Landlord or Tenant discloses any shared data to a third party, they will procure that that third party is placed under a similar obligation to that set out in **clause 4.3.3** to keep any shared data confidential and to use it only for the purposes listed in that clause

4.3.6 To co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain any EPC and Recommendation Report for the Premises or the Station, including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining that EPC, and shall allow such access to any energy assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing any EPC and/or Recommendation Report for the Premises or the Station

4.4 **Interest**

If any other sum payable by the Tenant to the Landlord under this lease shall not be paid by the due date to pay to the Landlord interest on such monies at the Interest Rate from the due date until actual payment provided that this **clause 4.4** shall not prejudice any other right or remedy of the Landlord in respect of any such monies

4.5 **VAT**

To pay and indemnify the Landlord against any VAT chargeable in respect of or levied on:

4.5.1 any payment due from or any supply made to the Tenant under or in connection with this lease and

4.5.2 any payment made by or any supply made to the Landlord where the Tenant is liable to reimburse the Landlord for such payment or in respect of such supply

in each case in addition to such payments or supplies

4.6 **Repair**

To keep the Premises and the Landlord's Fittings and the Phone Box clean and tidy and to put maintain and keep the same in good and substantial repair and condition

4.7 **Repair of damage**

Without prejudice to **clause 4.6** to repair and make good to the entire satisfaction of the Landlord all damage to the Premises and /or the Station and /or the Phone Box caused by the Tenant or its employees servants agents licensees visitors or invitees

4.8 **Decoration**

To decorate the Phone Box to a high standard to the satisfaction of the Landlord and to redecorate it whenever reasonably necessary

4.9 **Refuse**

4.9.1 Not to allow refuse to accumulate on or in front of or behind the Premises and to keep the Premises in a hygienic and tidy condition to the satisfaction of the Landlord and in case of default the Landlord may carry out the necessary work and recover the cost from the Tenant

- 4.9.2 Not to use the Landlord's refuse facilities at the Station without the prior written consent of the Landlord (at the Landlord's absolute discretion)
- 4.9.3 If the Tenant uses the Landlord's refuse facilities at the Station pursuant to **clause 4.9.2** to pay to the Landlord on demand all costs associated with such use

4.10 Alterations

- 4.10.1 Not to erect any new building or structure on the Premises nor to cut injure maim remove or alter any of the roofs loadbearing walls columns floor timbers stanchions beams supports girders or other structural parts of the Premises nor to merge the Premises with any adjoining Premises
- 4.10.2 Not to make any alteration or addition (whether structural or non-structural) to the exterior of the Premises and /or the Phone Box or to the external appearance of the Premises and /or the Phone Box
- 4.10.3 Not to carry out any alterations to the Premises or to the plant, equipment or services within and serving the Premises which may adversely affect the Environmental Performance of and/or any EPC rating of the Premises and/or the Station
- 4.10.4 Not to make any internal non-structural alteration or addition whatsoever of in or to the Premises except:
 - 4.10.4.1 with Consent
 - 4.10.4.2 subject to such terms and conditions (including provision for reinstatement at the Tenant's cost on the expiration or sooner determination of the Term) as the Landlord may require
 - 4.10.4.3 in accordance with drawings and specifications previously submitted in triplicate to and approved in writing by or on behalf of the Landlord
 - 4.10.4.4 after having obtained and supplied to the Landlord copies of all requisite consents licences and permissions for the carrying out of such works from any local public or other authority or body or any owner or occupier of adjoining land and after the Landlord shall have notified the Tenant in writing that the same are satisfactory to it (such notification not to be unreasonably withheld or delayed) and shall carry out any works in accordance with such consents licences and permissions
 - 4.10.4.5 by using good quality materials in a good and workmanlike manner strictly in accordance with all relevant British Standards codes of practice laws requirements of any utility companies affected by such works requirements of the insurers of the Premises to the satisfaction of the Landlord and so that any rights privileges or liberties which third parties enjoy in over or under the Premises are not interfered with
 - 4.10.4.6 in accordance with method statements and risk assessments which must have been approved by the Landlord
 - 4.10.4.7 after having obtained site access permits from the Landlord for all its contractors requiring access to the site to carry out the works
- 4.10.5 Notwithstanding the terms of **clause 4.10.1** and **4.10.2** the Tenant shall carry out the Works as its own cost in accordance with the conditions set out in **clause 4.10.3** above and the remainder of this clause and shall complete the Works (save for the required reinstatement thereof) within one (1) month of the Term Commencement Date provided that

- 4.10.5.1 the carrying out of such Works shall neither impair the continuity of supply nor have any long term adverse effect on the supply of gas, electricity or other utility to the remainder of the Station
- 4.10.5.2 the carrying out of such Works will not cause a breach of the terms of supply to the Station of gas, electricity or other utility as the case may be
- 4.10.6 The Tenant shall take proper steps to ensure that any works to the Premises do not make any part of the structure of the Station unsafe and cause as little disturbance and inconvenience as possible to the Landlord and other owners and occupiers of the Station and adjacent land
- 4.10.7 The Tenant must immediately make good to the satisfaction of the Landlord any damage to any land or buildings plant or machinery caused by any works carried out by the Tenant
- 4.10.8 The Tenant shall indemnify the Landlord against any liability howsoever incurred as a consequence of any breach by the Tenant of any of the requisite consents licences and permissions and/or any damage to the Premises or the Station or any other property or the death or injury to any person arising out or incidental to the carrying out of any works to the Premises
- 4.10.9 Not to make or carry out any alteration addition or extension to any of the water gas electricity and other public utility services systems serving the Premises except with Consent and in accordance with the relevant codes of practice of the statutory undertaker concerned and to supply to the Landlord upon request an adequate drawing or drawings showing the actual position of all pipes wires cables and other services within the Premises installed amended or extended by the Tenant save that the Tenant may carry out any such alterations extensions or modifications in connection with the Works provided that it complies with the provisions of this clause
- 4.10.10 In the event of the Tenant failing to observe this covenant it shall be lawful for the Landlord and its agents or surveyors with or without workmen and others and all persons authorised by the Landlord with any necessary materials and appliances to enter upon the Premises and remove any alterations or additions and execute such works as may be necessary to restore the Premises to their former state and the cost thereof and all expenses (including surveyors' and other professional fees) together with interest thereon at the Interest Rate from the date of expenditure by the Landlord until payment by the Tenant as well after as before judgment shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action
- 4.10.11 To comply promptly with any statutory duty to produce a new EPC (whether for the Premises or the Station) arising as a result of works carried out by the Tenant and shall supply to the Landlord, promptly following receipt by the Tenant of the necessary details, of a copy of each such new EPC when entered on the EPC register
- 4.10.12 The Tenant covenants in this lease will extend to any permitted works and apply to the Premises as altered by such works
- 4.11 **Statutory obligations and planning applications**
 - 4.11.1 To comply in all respects with the provisions of and execute all such works as shall be required by any Legal Obligations (including all bye-laws regulations orders and other matters deriving from any statute) present or future affecting the use of the Premises the employment of any person at the Premises the storage use or disposal of any substance or material on at or from the Premises or the use of any machinery or equipment at the Premises and with all requirements of any competent authority in respect of the use of the Premises or any such matter and includes without

limitation conditions and obligations imposed upon the operation of the Station or the rail network or as a condition of any planning permission and all other consents licences permissions and approvals and to indemnify the Landlord against any liability whatsoever in respect of any such matter

- 4.11.2 Not to apply for any planning permission consent permit or authorisation under any Enactment without Consent

4.12 **Rights of re-entry**

- 4.12.1 To permit the Landlord and all persons authorised by the Landlord to enter the Premises at all times during the Term upon reasonable prior notice (except in the case of emergency) and subject to the Landlord making good all physical damage caused as soon as possible

- 4.12.1.1 to ascertain that the covenants and conditions contained in this lease have been duly observed and performed

- 4.12.1.2 to view the state of repair decoration and condition of the Premises and/or the Landlord's Fittings

- 4.12.1.3 for purposes in connection with the proper and safe management operation and maintenance of the Station and the provision of the Services and

- 4.12.1.4 for such other purposes as the Landlord shall require (including sale and reletting)

- 4.12.1.5 for any purpose that is in the opinion of the Landlord necessary to enable it to comply with the covenants on the part of the lessee and the conditions contained in the Superior Lease

- 4.12.2 To permit the Superior Landlord and all persons authorised by the Superior Landlord to enter the Premises for the purposes specified and upon the terms contained in the Superior Lease or in any lease superior to it as if the provisions in these documents dealing with the lessor's access to the Premises were incorporated into this Lease

4.13 **Notice to repair**

To repair the Premises and rectify any other remediable breach of covenant as required by any notice given to the Tenant or left at the Premises by the Landlord or any such authorised person in accordance with the covenants contained in this lease and if the Tenant shall not within one (1) month after service of such notice proceed diligently with the same or shall have failed to complete the same within two (2) months to permit the Landlord to enter upon the Premises with all necessary workmen and equipment to execute such work or rectify such other remediable breach of covenant and to pay to the Landlord as a debt all expenses incurred by the Landlord in connection with the same (including legal and surveyor's fees) on written demand

4.14 **User**

- 4.14.1 Not to use the Premises or any part

- 4.14.1.1 for any purpose except the Permitted Use

- 4.14.1.2 in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the operation of the Station or to the Landlord or the owners occupiers or users of the Station or use the Premises for any purpose or activity which is illegal

immoral noisy noxious dangerous or offensive or for residential purposes

4.14.2 To use the Premises competently and properly and ensure that its employees and all other persons using or having access to the Premises shall observe all safety precautions published by the Landlord or notified to the Tenant from time to time

4.14.3 Not to permit noise levels from any audio or visual equipment at the Premises to detract from the enjoyment of the customers of the Station as a whole nor interfere with the operation of the Station and not to play or use any such equipment so that it can be heard in adjoining premises and not to install or use in or at the Premises any machinery or apparatus which causes any undue noise or vibration which can be heard or felt outside the Premises in adjoining premises

4.15 Overloading

Not to overload any part of the Premises or the Station or the capacity of any Conduits

4.16 Common Areas/Restricted Areas

4.16.1 Not to obstruct any Common Areas nor allow queues to form so as to prevent the free flow of pedestrians at the Station or cause them to become dirty or untidy nor leave any rubbish on them

4.16.2 Not to enter any Restricted Areas

4.16.3 Not to place goods or free standing signs outside of the Premises

4.17 Regulations/compliance with Superior Lease

4.17.1 To observe such further restrictions or obligations as the Landlord shall from time to time advise the Tenant in writing where in the reasonable opinion of the Landlord such restriction or obligation is necessary to enable the Landlord to comply with the Superior Lease

4.17.2 Not to omit suffer or permit in relation to the Premises any act or thing which would or might cause the Landlord to be in breach of the Superior Lease or which if done omitted or suffered or permitted by the Landlord would or might constitute a breach of the covenants on the part of the lessee and the conditions contained in the Superior Lease

4.18 Obstruction

Not to obstruct the Landlord or its servants or agents or any competent authority in the exercise of the rights and responsibilities of the Landlord or such other competent authority of management and control of the Station or in the safe and proper operation of the rail network or the provision by a telecommunications license holder of a telephone connection on the Premises to the national network

4.19 Station Operation Infrastructure

Not to interfere with the installation condition or proper operation of any Station Operation Infrastructure

4.20 Signs and advertisements

Not to affix erect attach or exhibit any signs, fascia, placards, boards, posters and advertisements upon any part of the exterior of the Premises or the Phone Box or display any inside the Premises so as to be seen from the outside (save for a sign previously approved in

writing by the Landlord containing the name of the Tenant and describing the business carried on at the Premises) and not to place any free standing signs outside the Premises or anywhere at the Station

4.21 **Fire prevention**

- 4.21.1 To keep the Premises supplied and equipped with all fire-fighting and extinguishing appliances which are compatible with the systems installed elsewhere in the Station from time to time required by law or required by the insurers of the Premises or reasonably required by the Landlord such appliances being kept open to inspection and properly maintained
- 4.21.2 Not to obstruct or cause or permit the obstruction of fire escape routes provided by the Landlord through the Station
- 4.21.3 To comply with such further requirements connected with fire safety as the Landlord may from time to time specify

4.22 **Pest Control**

The Tenant shall take all appropriate steps to control pests and vermin within the Premises and will observe all reasonable requirements of the Landlord in operating pest control systems in the Station

4.23 **Insurance obligations**

- 4.23.1 Not to do or fail to do anything which shall or may cause any insurance policies of either the Landlord or the Superior Landlord in respect of the Station or any neighbouring property to be void or voidable either in whole or in part or which may render any increased or additional premium payable for such or cause the insurance monies to be wholly or partly irrecoverable
- 4.23.2 Not to insure or maintain insurance of the Station or the Premises save as may be required under this lease but if it becomes entitled to the benefit of any insurance proceeds in respect of the Premises (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord
- 4.23.3 To comply at all times with the requirements and recommendations of the insurers relating to the Premises and the use by the Tenant of the Station
- 4.23.4 To notify the Landlord of the incidence of any matter which ought reasonably to be notified to insurers
- 4.23.5 To pay on demand the whole of any excess or increase in any premium or loss arising from a breach of **clause 4.23.1** or from the Tenant's use of the Premises and indemnify the Landlord against all consequent loss
- 4.23.6 To pay the Landlord an amount equal to any insurance money that the insurers of the Station refuse to pay (in relation to the Station) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Premises or the Station with the actual or implied authority of any of them
- 4.23.7 Save where such is an obligation of the Landlord under the terms of this lease to maintain all insurances as may be prudent or as may be required by law in respect of the Premises the Tenant's equipment fittings business stock third party liability or employees or visitors and provide written evidence of such insurances to the Landlord on demand including evidence that the Landlord's interest has been noted on the policy
- 4.23.8 To maintain insurance and indemnify the Landlord for

- 4.23.8.1 any claim made under the Defective Premises Act 1972; and
 - 4.23.8.2 public and other third party liability risks for a sum of no less than five million pounds (£5,000,000.00); and
 - 4.23.8.3 damage or destruction to the Phone Box from risks against which a prudent Phone Box owner would insure in its full reinstatement value with an insurer of good repute
- 4.23.9 To pay by way of further or additional rent to the Landlord in the manner set out in **clause 3** without any deduction a sum equal to a proper proportion of the sums which the Landlord is to pay in respect of the insurance of the Station and against loss of rents

Provided that if the Tenant fails to effect and maintain any insurance required to be effected by the Tenant pursuant to this lease the Landlord may do so and the cost will be a debt due from the Tenant on demand

4.24 **Security procedures**

- 4.24.1 To comply with the Landlord's proper instructions in the interests of public safety in respect of any security or emergency alerts in respect of the Station and any neighbouring property
- 4.24.2 To provide to the Landlord the name address and telephone number of the principal employee and the keyholder of the Tenant who operates the Premises
- 4.24.3 To provide proof of identity of all employees of the Tenant working at the Premises to the Landlord or the Station Manager (as directed by either the Landlord or the Station Manager) and ensure that at all times when in the Station the Tenant's employees wear identity cards in order to comply with the then current statutory regulations of the Director of Transport Security and Contingencies or such other appropriate or equivalent statutory body

4.25 **Notices**

Within seven (7) days of the receipt of the same to give full details to the Landlord of any notice direction or order made given or issued to the Tenant by any local or public authority and if so required by the Landlord to produce the same to the Landlord

4.26 **Alienation**

Not to assign underlet mortgage charge licence hold on trust or share or part with the possession or occupation of the whole or any part or parts of the Premises

4.27 **Costs**

- 4.27.1 To pay to the Landlord on demand on a full indemnity basis all costs (including solicitor's bailiffs and surveyor's fees) incurred by the Landlord in incidental to or in reasonable contemplation of:
 - 4.27.1.1 the preparation and service of a notice or proceedings under sections 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
 - 4.27.1.2 the preparation and service of a notice relating to wants of repair and condition of the Premises whether served during or after the Term

- 4.27.1.3 any application by the Tenant for Consent or approval to any matter or thing under the terms of this lease
- 4.27.1.4 obtaining rectification of any breach of covenant under this lease whether or not proved by court proceedings
- 4.27.2 To pay one hundred and twenty pounds (£120) plus VAT towards the costs and disbursements of the Landlord's surveyors incurred in the preparation and completion of a Land Registry compliant plan
- 4.27.3 If the Tenant applies for consent to change the Permitted Use from housing a community defibrillator, the Tenant will pay to the Landlord eight hundred pounds (£800) plus VAT towards the costs and disbursements of the Landlord's solicitors and surveyors incurred in the preparation and completion of this lease.

4.28 **Yield up**

To yield up the Premises at the expiration or sooner determination of the Term with vacant possession and in a condition that is in accordance with the Tenant's covenants herein contained and having removed all Tenant's fittings and signs and any alterations or additions made to the Premises by or on behalf of or for the benefit of the Tenant during or prior to the Term unless otherwise directed by the Landlord) making good forthwith any damage caused by such removal to the Landlord's satisfaction provided that the Tenant shall not be required to reinstate any tenant's alterations which have been carried out lawfully during the term where such reinstatement would adversely affect the Environmental Performance of the Premises or the Building unless such reinstatement is reasonably required by the Landlord having regard to its intentions in respect of the use or re-letting of the Premises or the Station after the expiry or sooner determination of the term.

4.29 **Indemnity**

To indemnify the Landlord against all liability in respect of any injury to or the death of any person damage to any property and all other liability arising directly or indirectly out of the repair or condition or use of the Premises or any breach of the covenants on the part of the Tenant contained in this lease or as a result of the Tenant not complying with the terms of the Superior Lease insofar as the same relate to the Premises or as a result of anything now or during the term attached to or projecting from the Premises or as a result of any act neglect or default by the Tenant or its servants agents licensees or invitees

4.30 **Removal of registrations**

On the expiry or sooner determination of the Term promptly and at its own expense to close the registered title relating to this lease and cancel any note of it made in any other title

5 **LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant that so long as the Tenant is not in breach of any of the Tenant's obligations under this lease:

- 5.1 the Tenant may quietly hold and enjoy the Premises during the Term

6 **PROVISOS**

It is hereby agreed and declared as follows

6.1 **Forfeiture**

If the rents hereby reserved or any part thereof is fourteen (14) days in arrear (whether formally demanded or not) or if the Tenant fails to observe or perform any of the Tenant's covenants

herein contained or if the Tenant (being an individual) shall become the subject of a bankruptcy petition or order or is unable to pay his debts or has no reasonable prospect of being able to do so within the meaning of section 267 and section 268 of the Insolvency Act 1986 or is the subject of an application or order or appointment under section 253 or section 273 or section 286 of the Insolvency Act 1986 or (being a company) is the subject of a petition presented or an order made or a resolution passed or analogous proceedings taken for appointing an administrator or winding up such company (save for the purpose of an amalgamation or reconstruction which does not arise out of insolvency) or an encumbrancer takes possession or exercises or attempts to exercise any power of sale or a receiver is appointed of the whole or any part of the undertaking property assets or revenues of such company or stops payment or agrees to declare a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986 or in either case shall make any composition or arrangement with its or his creditors or suffer any distress execution sequestration or other process to be levied on its or his goods or assets at the Premises then and in any such case the Landlord may re-enter upon the Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any claim by the Landlord for any antecedent breach of covenant by the Tenant and/or Guarantor

6.2 **Recovery of payments**

All sums due to the Landlord under this lease shall be payable as rent and the Landlord shall have the same remedies for the recovery of such sums as the Landlord would or might have for rent in arrear

6.3 **Compensation**

Any statutory right of the Tenant or any other occupier to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

6.4 **No obligation to keep open**

Nothing contained in this lease shall amount to an obligation on the part of the Landlord to keep the Station open for business or to maintain any existing or future pattern for the stopping of trains at certain platforms

6.5 **No obligation to repair**

Nothing contained in this lease shall imply any obligation on the part of the Landlord to maintain and repair the Station area and premises or facilities generally other than to the extent and as and when the Landlord shall in their absolute discretion require for their own purposes

6.6 **No warranty as to Permitted User**

Nothing in this lease shall imply or warrant that the Premises may lawfully be used for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been/made by or on behalf of the Landlord

6.7 **Exclusion of security of tenure**

6.7.1 In this **clause 6.7** references to the **2003 Order** are references to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

6.7.2 Pursuant to section 38A(1) of the 1954 Act the parties agree that the provisions of sections 24 to 28 (inclusive) of the 1954 Act shall be excluded in relation to the tenancy created by this lease

6.7.3 The parties hereby agree and declare that before the date of this Lease

- 6.7.3.1 the Landlord served on the Tenant the notice (Notice) referred to in section 38A(3)(a) of the 1954 Act in relation to the tenancy created by this Lease on [] [, not less than 14 days before this lease was entered into]
- 6.7.3.2 the Tenant or a person duly authorised by the Tenant made the [statutory] declaration (**Declaration**) referred to in paragraph 4 of Schedule 2 to the 2003 Order in relation to the Notice on []
- 6.7.4 Where the Declaration was made by a person other than the Tenant the Tenant confirms that the declarant was duly authorised by the Tenant to make the Declaration on the Tenant's behalf
- 6.7.5 The parties further hereby agree and declare that the form of this Lease is in all respects material to the agreement to exclude security of tenure the same as that which was in their contemplation at the time of service of the Notice

6.8 Compensation on vacating

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

6.9 Exclusion of rights under the Contracts (Rights of Third Parties) Act 1999

A person who is not party to this lease shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

6.10 Exclusion of Landlord's liability

Except to the extent that the Landlord may be liable by law notwithstanding any agreement to the contrary the Landlord shall not be liable in any way to the Tenant or any servant agent licensee or invitee of the Tenant by reason of:

- 6.10.1 any act neglect or omission of any of the tenants or owners or occupiers of any adjoining or neighbouring premises (whether within the Station or not) or of any representative or employee of the Landlord (unless acting within the scope of the express authority of the Landlord) or
- 6.10.2 the defective working stoppage or breakage of or leakage or overflow from any Conduit or any humidity temperature control refrigeration or other plant or
- 6.10.3 the obstruction by others of any areas over which rights are given to the Tenant by this lease or
- 6.10.4 the exercise of any statutory or other duty or power by the Landlord or any competent authority in respect of the safe and proper management and operation of the Station or
- 6.10.5 the operation of the railway network or
- 6.10.6 the non-running of any rail service of the cessation of the use or operation of the Station

6.11 Notices

Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to all notices which may need to be served under this Lease and notices

served on the Landlord must be served on the Landlord at the address stated in the Particulars or on the person and at the address notified to the Tenant from time to time and those served on the Tenant shall be deemed effectively communicated if they are sent to the Tenant's address stated in the Particulars or notified to the Landlord from time to time

6.12 Termination/variation/restriction

- 6.12.1 The Landlord may determine this lease on not less than six (6) months' written notice to the Tenant expiring at any time
- 6.12.2 The Landlord may determine this lease (or where required restrict suspend or alter any rights of access occupation or user granted by this lease to the extent reasonably necessary) on twenty eight (28) days' notice (save in an emergency when as much notice as reasonably practicable shall be given to the Tenant (which may be none)) to
 - 6.12.2.1 safeguard the safety or security of persons or property in an emergency
 - 6.12.2.2 carry out works necessary for the safe and proper operation of or redevelopment of the Station including but not limited to the installation of Station Operation Infrastructure within the Premises
 - 6.12.2.3 comply with the Superior Lease
 - 6.12.2.4 comply with any lawful requirement of the Superior Landlord and /or the Rail Regulator and /or the DFT Rail Group and /or any other person competent to make such a requirement
- 6.12.3 The Landlord may determine this lease in the event the Superior Lease comes to an end or is otherwise terminated in relation to the whole or any part of the Station in accordance with the provisions contained therein

and if this lease is determined it shall not affect the Landlord's rights or remedies for any previous breach of covenant by the Tenant

6.13 Confidentiality

- 6.13.1 The Tenant shall not disclose communicate or otherwise make available the terms of this lease or any documents and /or negotiations leading up to it or in connection with it to any third party except to its professional advisers
- 6.13.2 Neither party shall publicise, advertise, or otherwise promote in any way via the medium of television, radio, or press the details of this Lease and the Tenant's occupancy at the Station without the prior written consent of the other party provided that the Landlord may use the Tenant's name and logo in advertising and promotion of the Station and the Landlord's business with the consent of the Tenant which consent shall not be unreasonable withheld or delayed

SCHEDULE 1 - TENANT'S RIGHTS

Rights granted to the Tenant are granted so far as the Landlord can lawfully grant the same and in common with the Landlord and the Superior Landlord and their servants tenants agents and licensees and all other persons authorised by it or them or entitled thereto

- 1 the right to receive utilities through Conduits in other parts of or serving the Station
- 2 the right of support for the Premises from the immediately adjoining or adjacent property of the Landlord

SCHEDULE 2- EXCEPTIONS

Excepting and reserving in favour of the Landlord and its tenants agents and licensees and those authorised by the Landlord and all other persons who now have or may hereafter be granted similar rights

- 1 full right and liberty at any time hereafter and from time to time to erect scaffolding execute works and erections upon the Station and to alter or rebuild any buildings erected on the Station or any adjoining or neighbouring property and to use the Station or such adjoining or neighbouring property or the buildings now or hereafter erected thereon in such manner as the Landlord shall think fit notwithstanding that the access of light and air to the Premises may thereby be interfered with
- 2 the right to enter upon the Premises with or without plant machinery equipment or materials for all purposes (and on the terms) mentioned in this lease and for all purposes or reasons otherwise arising out of or in connection with the Landlords ownership of the Premises
- 3 on giving reasonable prior notice to the Tenant the right to enter and remain on the Premises (with workmen, contractors and necessary equipment) at reasonable times for any of the following purposes:
 - 3.1 taking reasonable steps to review or measure the Tenant's energy and water use and its waste production or waste management save where up-to-date information in this respect has already been provided to the Landlord by the Tenant; and
 - 3.2 carrying out works which are agreed by the Tenant (acting reasonably) and are intended to improve the Environmental Performance of the Station (provided that such works cause as little disruption as reasonably practicable and when complete do not materially adversely affect the Tenant's beneficial use and occupation of the Premises)

The Landlord shall make good, promptly and in a good and workmanlike manner, any damage caused to the Premises by the carrying out of such works
- 4 the right to carry out works to the Station and the plant and equipment serving the Station, which are intended to improve the Environmental Performance of the Station notwithstanding any interruption in the provision of services by the Landlord provided always that the Landlord shall use reasonable endeavours to minimise any disruption to the Tenant and any interference with services it has covenanted to provide
- 5 the right to install retain and use Station Operation Infrastructure from time to time within or affecting the Premises
- 6 the right to close the Station and the access to it during such hours as the same are not being used by the public or traffic and also the right to close the Station or access temporarily at any time in case of emergency or otherwise in connection with any special occasion or requirement of their business or any connected works and to keep the Station and access closed either wholly or partly to the public or to the Tenant and its staff for so long as the Landlord may require and the Tenant shall have no claim of any description whatsoever against the Landlord in consequence of any such closing
- 7 all rights of light air support shelter and protection from the parts of the Station not included in the Premises and all such rights (if any) as shall now or hereafter belong to and be enjoyed by any land or premises adjacent to the Station
- 8 the full free and uninterrupted passage and running of water soil gas telephone electricity telecommunication and all other services and supplies of whatsoever nature from and to any other parts of the Station and any other adjoining or neighbouring property of the Landlord through such of the conduits serving the same which are or may hereafter during the Term be in on under or over the Premises and the right of entry into the Premises for the purpose of

inspecting repairing renewing relaying cleansing maintaining and connecting up to any such existing or future conduits

Any right exercisable by the Landlord or any right exercisable by the Tenant in common with the Landlord shall be construed as including (where appropriate) the exercise of such right by the Superior Landlord and all persons authorised by the Superior Landlord and in common with all other persons having a like right

EXECUTED AS A DEED by **FIRST GREATER**)
WESTERN LIMITED acting by either two)
directors or one director and the company
secretary:

Signature of director

Name of director (PRINT)

Signature of director/secretary

Name of director/secretary (PRINT)

PLEASE ADVISE AS TO THE COUNCIL'S EXECUTION BLOCK – COMMON SEAL?

EXECUTED AS A DEED by [] **LIMITED**)
acting by:)

Signature of director

Name of director (PRINT)

Signature of director/secretary

Name of director/secretary (PRINT)

EXECUTED AS A DEED by [] **LIMITED**)
acting by a director in the presence of:)

Signature of director

Name of director (Print)

Witness signature

Witness name (PRINT)

Witness address

Witness occupation