

DATED

*29<sup>th</sup> March*

2018

LEASE

RELATING TO

GARAGE AND STORE, LONGSTONE PARK, GLEBE AVENUE, SALTASH PL12 6DN

BETWEEN

THE CORNWALL COUNCIL  
AND  
SALTASH TOWN COUNCIL



THIS LEASE is dated

29<sup>th</sup> March 2018

## PARTIES

- (1) The Cornwall Council of New County Hall, Treyew Road, Truro TR1 3AY (**Landlord**).
- (2) Saltash Town Council, The Guildhall, Lower Fore Street, Saltash PL12 6JX (**Tenant**).

## AGREED TERMS

### 1. INTERPRETATION

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

#### 1.1 Definitions:

**Annual Rent:** rent at an initial rate of £4,500 per annum and then as revised pursuant to clause 8.

**Base RPI Month:** March 2018.

**Base Rent:** £4,500.

**Contractual Term:** a term of six years beginning on, and including [29 March] 2018 and ending on, and including [28 March] 2024.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015.

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

**Insurance Rent:** a fair and reasonable proportion of the cost of the Landlord insuring the Property which for the first year of the lease is estimated at £120 per annum.

**Insured Risks:** fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus and pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

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

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as Longstone Park and Longstone Park Car Park, Glebe Avenue, Saltash registered at HM Land Registry with title number CL227136.

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

**Permitted Use:** Storage of machinery in connection with maintenance works undertaken by Saltash Town Council and any other use approved by the Landlord in writing (such approval not to be unreasonably withheld) within B1, B2 and B8 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted.

**Property:** the land and buildings known The Garage and Store, Longstone Park, Glebe Avenue, Saltash PL12 6DN shown edged red on the attached plan including and bounded by:

- (a) the floor screed;
- (b) interior finishes to external walls;
- (c) the internal and external doors and their furniture, fittings and frames;
- (d) the internal and external windows and their furniture, fittings and frames;
- (e) the foundations;
- (f) the roof and roof joists;
- (g) the external walls; and
- (h) Service Media to the extent that they are within and exclusively serve the Property.

**Rent Commencement Date:** shall be either:

[ *29 March* ] 2021 in the event that the Tenant has completed the Agreed Works to the satisfaction of the Landlord in accordance with clause 10.2(c) and clause 10.6; or

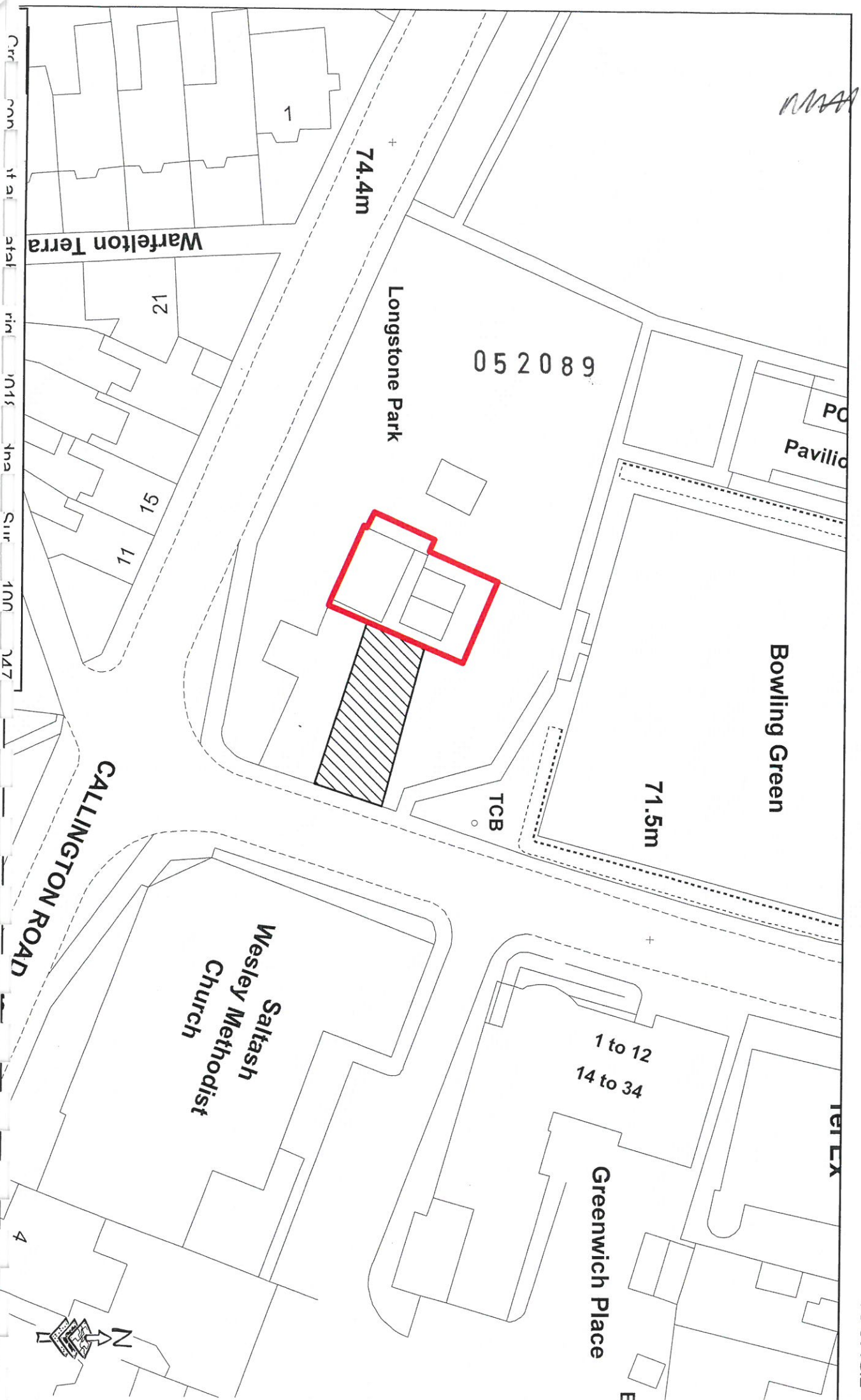
[ *29 March* ] 2018 in the event that the Agreed Works have not been completed to the Landlord's satisfaction in accordance with clause 10.6.

**Rent Payment Dates:** 6<sup>th</sup> day of each calendar month or such other date as the Landlord may notify the Tenant from time to time in writing on no less than 4 weeks notice.

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

**Review Date:** the third anniversary of the start of the term.

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



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**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and the charges register of CL227136.

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

**VATA 1994:** Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4 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.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 34.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 34.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 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 best endeavours to prevent that thing being done by another person.

- 1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16 A reference to **writing** or **written** does not include fax or email.
- 1.17 Unless the context otherwise requires, references to clauses are to the clauses.
- 1.18 Clause headings shall not affect the interpretation of this lease.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.21 The Cornwall Council 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 The Cornwall Council's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

## **2. GRANT**

- 2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 4, excepting and reserving to the Landlord the rights set out in clause 5, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
  - (a) the Annual Rent and all VAT in respect of it;
  - (b) the Insurance Rent;
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.



**3. BREAK CLAUSE**

3.1 This lease may be determined:

- a) by the Tenant at any time after the third anniversary of the start of the term on the provision of at least six calendar months' notice in writing to the Landlord provided that any notice served will be of no effect if on the expiry of the notice;
  - (i) the Tenant has not paid any or part of the Annual Rent, the Insurance Rent or any other payments due under this lease;
  - (ii) the Tenant remains in occupation of or has left any belongings or items at the Property, or
  - (iii) the Tenant has not materially complied with the Tenant covenants relating to repair, decoration and cleaning of the Property;
- (b) by the Landlord at any time after the third anniversary of the start of the term on the provision of at least six calendar months notice in writing to the Tenant.

**4. ANCILLARY RIGHTS**

4.1 The Landlord grants to the Tenant the following rights:

- (a) the right to pass and repass with or without vehicles at all times and for all purposes connected with the use and enjoyment of the Property within the area hatched black on the attached plan; and
- (b) the right to use and connect into any service media on the Landlord's Neighbouring Property that belong to the Landlord and serve (but do not form part of) the Property.

4.2 Except as mentioned in clause 4.1, neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4.3 In relation to the rights granted in clause 4.1(a) the Landlord may from time to time designate within the Landlord's Neighbouring Property the area which the Tenant may exercise that right.

**5. RIGHTS EXCEPTED AND RESERVED**

5.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of the Contractual Term and which serve the Landlord's Neighbouring Property;
- (c) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations;
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property; and

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.

5.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and
  - (iii) the Landlord's interest in the Property.

5.3 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.

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

5.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience

- (e) repairs to the roller shutter on the garage door of the Property;
- (f) repairing and cleaning all external doors and windows at the Property;
- (g) replacement of any doors and windows that are beyond economic repair;
- (h) re-laying the forecourt at the Property;
- (i) demolition of any outbuildings located on the Property;
- (j) demolition of existing flank walls at the Property and re-building of same;
- (k) replacement of any drainage inspection chambers covers located at the Property;
- (l) redecoration of the interior of the Property excluding the garage; and
- (m) removal of all debris resulting from the above.

10.2 Within six months of the start of the term the Tenant shall carry out the Agreed works:

- (a) using good quality materials which are fit for purpose;
- (b) in a good and workmanlike manner; and
- (c) to the satisfaction of the Landlord.

10.3 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.

10.4 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 and machinery which is caused by carrying out the Agreed Works.

10.5 If the Tenant carries out the Agreed Works within six months of the start of the term the Tenant shall give the Landlord notice that the Agreed Works have been completed and allow the Landlord the opportunity to inspect the completed Agreed Works.

10.6 If following written notice from the Tenant that the Agreed Works have been completed the Landlord confirms in writing or by email that the Agreed Works have been completed to its satisfaction, the Annual Rent will be suspended for 36 months to take effect from the next Rent Payment Date.

## **11. RATES AND TAXES**

11.1 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 the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 11.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 11.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 11.4 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.

## **12. UTILITIES**

- 12.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.
- 12.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 12.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

## **13. COMMON ITEMS**

- 13.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.
- 13.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

## **14. VAT**

- 14.1 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.
- 14.2 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.

**15. DEFAULT INTEREST AND INTEREST**

- 15.1 If the Annual Rent or Insurance Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 15.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

**16. COSTS**

- 16.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
  - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
  - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
  - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it ).
- 16.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

**17. COMPENSATION ON VACATING**

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

**18. SET-OFF**

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).

**19. PROHIBITION OF OTHER DEALINGS**

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**20. REPAIRS**

20.1 The Tenant shall:

- (a) put and keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order;
- (b) put and keep any part of the Property not built upon adequately surfaced in a good condition;
- (c) put and keep the Property free from weeds (including invasive species).

20.2 The Tenant must keep a maintenance and compliance programme for the upkeep of the Property and 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 5 working days of request.

20.3 The Tenant must ensure that all inspections and works are carried by suitably qualified professionals.

**21. DECORATION**

21.1 The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.

21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

- 21.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 21.4 The Tenant may, subject to obtaining the prior written consent of the Landlord, paint hatched lines on the surface of the property immediately in front of the entrance to the Property indicating that the area must be kept clear at all times. For the avoidance of doubt the Landlord shall not be under any obligation to provide any painted hatching or maintain or renew any made by the Tenant at any time during the contractual term.

## **22. ALTERATIONS**

- 22.1 The Tenant shall not make any external or structural alteration or addition to the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
- 22.3 Before the end of the term, the Tenant shall remove and reinstate any alternations, advertisements and fixtures and fittings and shall make good any damage caused to the Property by that removal.

## **23. SIGNS**

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the prior written consent of the Landlord, such Signs to be of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

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

- 24.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 24.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
- 24.3 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the

Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

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

## **25. USE**

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use. If the Tenant changes the use of the Property at any time the Tenant must notify the Landlord immediately.
- 25.2 The Tenant shall observe all regulations made from time to time by the Landlord in accordance with the principles of good estate management relating to the use of the Property.
- 25.3 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 25.4 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.
- 25.5 The Tenant shall not park or place any vehicles, trailers, boats, caravans, static homes, shipping or storage containers on the Property.
- 25.6 The Tenant shall not use the Property for any purpose or in a manner that could lead to people being drawn into terrorism (as defined in section 35 of the Counter Terrorism and Security Act 2015).
- 25.7 The Tenant must carry out their business within the Property.
- 25.8 The Tenant must not store any rubbish or equipment outside of the Property.
- 25.9 The Tenant shall not bring any animals or items of a dangerous nature onto the Property.
- 25.10 The Tenant shall not burn any items or articles on the Property.

## **26. COMPLIANCE WITH LAWS**

- 26.1 The Tenant shall 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 machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 26.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
  - (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.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.
- 26.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 26.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 26.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 26.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

26.9 The Tenant shall not commission an Energy Performance Certificate for the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26.10 The Tenant shall provide the Landlord with details of any employees to whom the Transfer of Undertakings (Protection of Employment) Regulations 2006 may apply should the term come to an end and the Landlord continue to provide a public convenience from the Property.

**27. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

27.1 The Tenant shall not grant any right or licence over the Property to a third party.

27.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
- (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

27.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

27.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

27.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

27.6 If any invasive plant species encroaches or threatens to encroach upon any part of the Property the Tenant shall:

- (a) immediately notify the Landlord; and
- (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the encroachment.

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

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

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

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

28.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 31.

### **29. INDEMNITY**

The Tenant shall 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 any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

### **30. 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.

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

31.1 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 rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant in, this lease;

31.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

### **32. JOINT AND SEVERAL LIABILITY**

32.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities

of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

32.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

32.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

32.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

### **33. ENTIRE AGREEMENT**

33.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

33.2 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 the Tenant's 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 the Landlord's 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.

33.3 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.

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

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

34.1 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 e-mail are not in writing; and
- (b) give by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.

34.2 If a notice complies with the criteria in clause 34.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

34.3 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.

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

34.5 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.

34.6 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.

34.7 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.

**35. 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.

**36. 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).

**37. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

37.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;
- (b) [*Raymond Lane*] who was duly authorised by the Tenant to do so made a declaration dated *26 March* 2018 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

37.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

**38. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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  
by affixing its common seal  
in the presence of:



052089

Authorised Signatory

**Melanie Harris**  
Senior Legal Officer  
Commercial Cornwall Legal

