

14/17 48/10/16

THIS LEASE is made the twenty-eight day of July
One thousand nine hundred and ninety-nine **BETWEEN** (1) **SALTASH TOWN**
COUNCIL the office of which is situate at The Guildhall 12 Lower Fore Street
Saltash Cornwall ("the Council" which expression shall where the context so admits
include its successors in title and assigns) and (2) **SALTASH HERITAGE** of 17
Lower Fore Street Saltash Cornwall Registered Charity No 297525 ("the Tenant"
which expression shall where the context so admits include its successors in title)
acting by its Trustees whose names and addresses are set out in the Fourth Schedule
hereto _____



WHEREBY IT IS AGREED as follows:

1 Definitions and Interpretation

- 1.1 Where the Council or the Tenant for the time being is two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally _____
- 1.2 Words importing one gender include all other genders and words importing the singular include the plural and vice versa _____
- 1.3 The expression "the Term" includes the Contractual Term and any period of holding-over or extension or continuance of the Contractual Term whether by statute or common law _____
- 1.4 References to any right of the Council to have access to the Premises shall be construed as extending to all persons authorised by the Council including agents professional advisers contractors workmen and others _____
- 1.5 "the Premises" means the property hereby demised as described in the First Schedule hereto including for the purposes of obligation as well as grant the ceilings floors joists beams cisterns tanks sewers drains pipes wires ducts conduits _____
- 1.6 References to "consent of the Council" or words to similar effect mean a consent in writing signed by or on behalf of the Council and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Council _____

1.7 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" include any regulations or orders made under such statute or statutes —

1.8 References in this Lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this Lease so numbered —

1.9 The clause paragraph and schedule headings do not form part of this Lease and shall not be taken into account in its construction or interpretation —

2. **Demise**

In consideration of the rent to be paid to the Council by the Tenant and the covenants on the part of the Tenant hereinafter reserved and contained the Council hereby demises to the Tenant with full title guarantee ALL the Premises TOGETHER WITH the rights set out in the Second Schedule hereto TO HOLD the same unto the Tenant for a term of Twenty-five years from the date hereof ("the Term") PAYING THEREFOR unto the Council without any deduction yearly and proportionately for any part of a year an annual rent of ONE POUND (reviewed at five yearly intervals) which shall in all cases be paid by annual payments in advance the first such payment is to be made on the date hereof and thereafter on the same date in each year of the Term and SUBJECT TO the matters mentioned in the Third Schedule hereto and to the covenants on the part of the Tenant contained in Clause 3 hereof —

3. **The Tenant's Covenants**

The Tenant covenants with the Council:

3.1 To pay the rents on the days and in the manner set out in this Lease and not to exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off —

3.2 To pay and to indemnify the Council against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be

charged assessed or imposed upon the Premises or upon the owner or occupier of them _____

3.3 **Maintenance of the Premises**

3.3.1 To keep the Premises clean and tidy at all times _____

3.3.2 To keep the internal part of the Premises and all parts thereof and all fixtures and fittings therein and the glass of the windows of the Premises in good and tenantable repair decoration and condition throughout the continuance of this demise including the renewal and replacement of all worn or damaged parts and shall yield up the same at the determination of the demise in such good and tenantable state of repair decoration and condition and in accordance with the terms of this covenant in all respects _____

3.3.3 Not to deposit or permit to be deposited any waste rubbish or refuse on the Premises _____

3.4 **User**

Not to use or permit the use of the Premises for any purpose other than in connection with the provision of a Museum and Local History Study Centre _____

3.5 **Statutory Obligations**

3.5.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the Council or the Tenant _____

3.5.2 Not to do in or near the Premises any act or thing by reason of which the Council may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses _____

3.5.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any byelaw applicable to the Premises _____

3.6 **Access of Council and Notice to Repair**

3.6.1 To permit the Council

(a) To enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed _____

(b) To view the state of repair and condition of the Premises and

(c) To give to the Tenant (or leave upon the Premises) a notice specifying any repairs cleaning maintenance or painting that the Tenant has failed to execute in breach of the terms of this Lease and to request the Tenant immediately to execute the same _____

3.6.2 Immediately to repair cleanse maintain and paint the Premises as required by such notice _____

3.6.3 If within one month of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within two months to permit the Council to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Council the cost of so doing and all expenses incurred by the Council (including legal costs and surveyor's fees) within 21 days of a written demand _____

3.7 **Alienation**

3.7.1 Not to hold on trust for another or part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises _____

3.7.2 Not to assign underlet or charge the whole or part only of the Premises _____

3.8 **Council's Costs**

To pay to the Council on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Council in relation to or incidental to:

3.8.1 The preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of the Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court _____

3.8.2 The recovery or attempted recovery of arrears of rent or other sums due from the Tenant _____

3.9 **Alterations**

Not to make any alterations to the Premises without the prior approval in writing of the Council as Lessor to the plans and specifications such approval not to be unreasonably withheld and the Tenant shall make those alterations only in accordance with those plans and specifications when approved The Tenant shall at the Tenant's own expense obtain all licences planning permissions and other things necessary for the lawful carrying out of any such alterations and shall comply with all byelaws regulations and conditions applicable generally to the specific works undertaken _____

3.10 **Indemnities**

To be responsible for and to keep the Council fully indemnified against all damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Council arising directly or indirectly out of:

3.10.1 Any act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with the Tenant's authority and under the Tenant's control or _____

3.10.2 Any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject _____

3.11 **Yield Up**

At the expiration of the Term

3.11.1 To yield up the Premises in repair and in accordance with the terms of this Lease _____

3.11.2 To remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal _____

3.12 **Interest on Arrear**

3.12.1 If the Tenant shall fail to pay the rents or any other sum due under this Lease within 14 days of the date due whether formally demanded or not the Tenant shall pay to the Council interest on the rents or other sum from the date when they were due to the date on which they are paid and such interest shall be deemed to be rents due to the Council _____

3.12.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this Lease after the date upon which they fall due or in any way prejudice or affect the rights of the Council in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease _____

3.13 **Statutory Notices etc**

To give full particulars to the Council of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Council to produce it to the Council and without delay to take all necessary steps to comply with the notice direction or order and at the request of the Council but at the cost of the Tenant to make or join with the Council in making such objection or representation against or in respect of any notice direction order or proposal as the Council shall deem expedient _____

3.14 **Sale of Reversion etc**

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Council's reversion to view the Premises without interruption provided they are authorised in writing by the Council or its agents _____

3.15 **Contents Insurance**

To be responsible for arranging and thereafter maintaining a contents insurance policy in respect of the contents kept at the Premises with some reputable insurance office throughout the duration of this Lease _____

4. **The Council's Covenants**

The Council covenants with the Tenant:

4.1 **Quiet Enjoyment**

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Council or any person claiming under or in trust for the Council _____

4.2 **Insurance**

The Council shall keep the Premises insured against the perils within the policy effected by the Council relating to Council properties in some reputable insurance office and shall also take out and keep on foot a policy of insurance in some reputable insurance office covering liability for injury to persons on the Council's property and shall make all necessary payments for those purposes as and when they become payable _____

4.3 **Maintenance**

The Council shall keep the main structural parts of the said building of which the Premises form part including the roof the foundations and external parts thereof in good repair and condition (but not the glass of the windows of the Premises nor the interior face of such external walls as abound the Premises) and all cisterns tanks sewers drains pipes wires ducts and conduits not used solely for the purpose of the Premises _____

4.4 **Notice of Entry to Repair**

The Council shall before carrying out any repairs or works to the structure or exterior of the Premises or any part or parts thereof the carrying out of which requires access to the Premises give two days' notice in writing to the Tenant except in cases of emergency. The Council shall on giving such notice be entitled to carry out those repairs or works and in doing so to have any required access to the Premises but shall act carefully and reasonably doing as little damage as possible to the Premises and making good all damage done. —

5. **Provisos**

5.1 **Re-entry**

If and whenever during the Term:

5.1.1 The rents (or any of them or any part of them) under this Lease are outstanding for 14 days after becoming due whether formally demanded or not or

5.1.2 There is a breach by the Tenant of any covenant or other term of this Lease or any document expressed to be supplemental to this Lease or

5.1.3 An individual Tenant becomes bankrupt or

5.1.4 A company tenant

 (a) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

 (b) has a receiver appointed or

5.1.5 The Tenant enters into an arrangement for the benefit of its creditors or

5.1.6 The Tenant has any distress or execution levied on its goods

5.1.7 The Tenant due to the dissolution of its Association gives notice in writing to surrender the Lease

the Council may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have been accrued to the Council against the Tenant in

respect of any breach of covenant or other term of this Lease (including the breach in respect of which the re-entry is made) _____

5.2 **Entire Understanding**

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease _____

5.3 **Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Council except any such statement or representation that is expressly set out in this Lease _____

5.4 **Licences etc Under Hand**

All licences consents approvals and notices required to be given by the Council shall be sufficiently given if given under the hand of the Clerk to the Council _____

5.5 **Tenant's Property**

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within seven days after being requested in writing by the Council to do so or if after using its best endeavours the Council is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Council:

5.5.1 The Council may as the agent of the Tenant sell such property and the Tenant will indemnify the Council against any liability incurred by it to any third party whose property shall have been sold by the Council in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant _____

5.5.2 If the Council having made reasonable efforts is unable to locate the Tenant the Council shall be entitled to retain such proceeds of sale

absolutely unless the Tenant shall claim them within six months of the date upon which the Tenant vacated the Premises and _____

5.5.3 the Tenant shall indemnify the Council against any damage occasioned to the Premises and any action claims proceedings costs expenses and demands made against the Council caused by or related to the presence of the property in or on the Premises _____

5.6 **Service of Notices**

Any consent approval determination authority or notice required to be given by the Council shall be in writing and shall (except where the context otherwise provides or requires) be given under the hand of the proper officer of the Council and any notice to the Council shall be in writing and shall be deemed to be sufficiently served if sent by prepaid post and addressed to the Town Clerk The Guildhall Saltash and any notice to the Tenant shall be deemed to be sufficiently served if left or sent by prepaid post to it at its last known address _____

IT IS HEREBY CERTIFIED that there is no agreement for lease to which this Lease gives effect and that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or the aggregate amount or value of the consideration other than rent exceeds £60,000 _____

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has signed a Counterpart Lease as a deed the day and year first before written _____

THE FIRST SCHEDULE above referred to

The Premises

ALL THAT building and yard known as 15/17 Lower Fore Street ^{Saltash} (formerly 37 Fore Street) and all which is more particularly delineated on the block plan annexed hereto and thereon edged red **TOGETHER WITH** the ceiling and floors of the said Premises and the joists and beams on which the floors are laid and the joists and beams to which the ceilings are attached all within the roof space **AND TOGETHER**

WITH all cisterns tanks sewers drains pipes wires ducts and conduits within the Premises used for the said purpose of the Premises _____

All internal walls separating the Premises from any part of the adjoining properties shall be party walls and shall be used repaired and maintained as such _____

THE SECOND SCHEDULE above referred to

All rights of support and other easements and all quasi-easements rights and benefits of a similar nature now enjoyed or intended to be enjoyed by the Premises _____

THE THIRD SCHEDULE

Rights to which the Demise is Subject

Existing Incumbrances

The rights (if any) of the Highway Authority or any other statutory authority or statutory undertaker South Western Electricity plc South West Water Services Limited British Telecommunications Plc and British Gas Plc or other public utility company to retain use repair maintain renew and relay existing attachments cables wires pipes sewers drains and watercourses including all such rights of entry as may be necessary therefor _____

THE FOURTH SCHEDULE

Names and addresses of the trustees

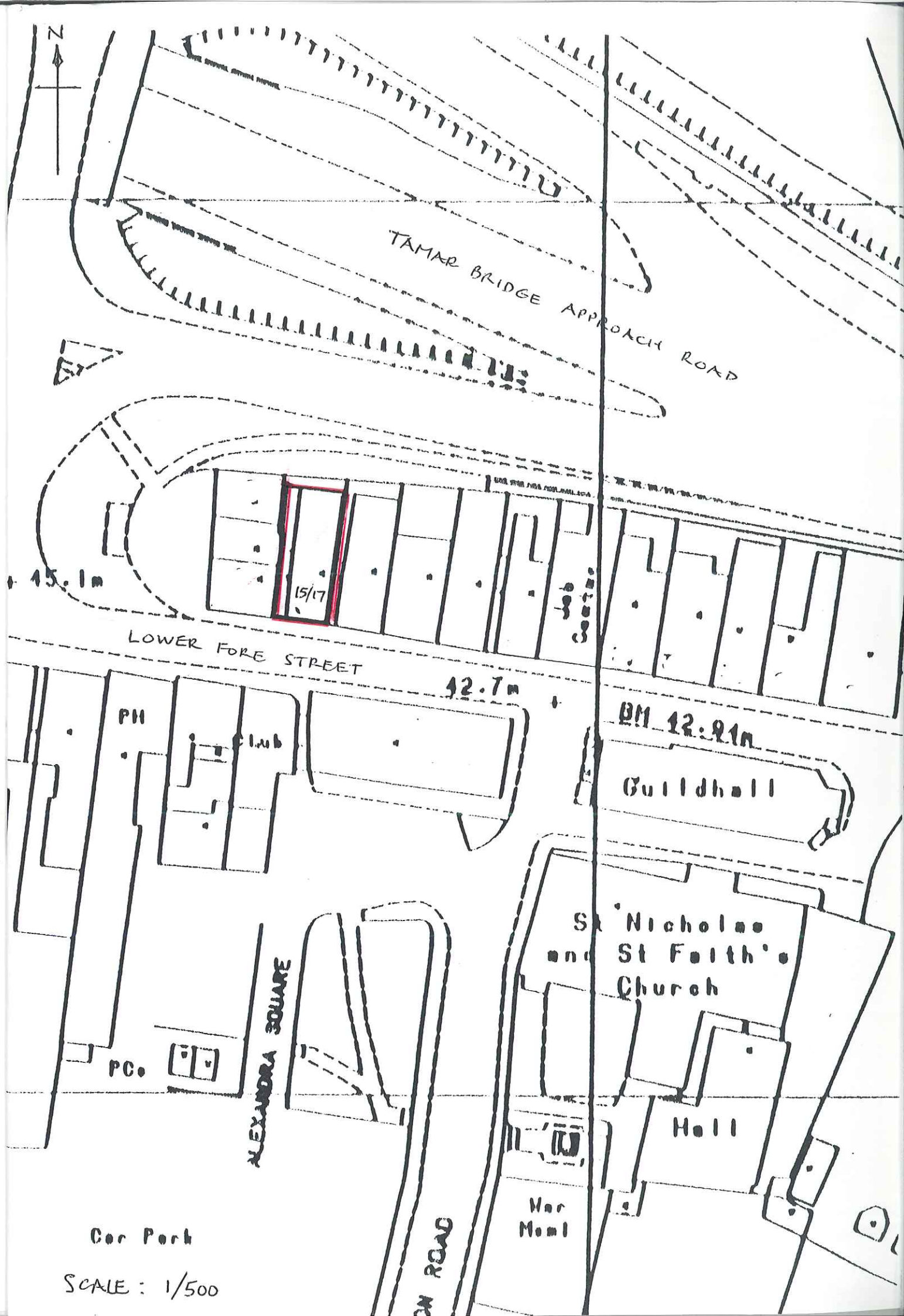
of Saltash Heritage

Sir William Vernon Stephen Seccombe of Hawks Park House Hawks Park Saltash Cornwall _____

Susan Elizabeth Hooper of 1 Down Close Burraton Coombe Saltash Cornwall _____

Peter Malcolm Gordon Bellingham of 6 Elliott Close Saltash Cornwall _____

John Samuel Northey of 97/99 Fore Street Saltash Cornwall _____



TAMAR BRIDGE APPROACH ROAD

15/17

LOWER FORE STREET

42.7m

BM 12.91m

Guildhall

St Nicholas
and St Faith's
Church

Hall

War
Meml

Cor Park

SCALE: 1/500