

DATED

13th July 2021

LEASE

relating to

The Three Rivers Museum Basing House 46 High Street, Rickmansworth, WD3 1HP

between

Three Rivers District Council

and

Three Rivers Museum Trust



Three Rivers District Council
Three Rivers House
Northway
Rickmansworth
Herts WD3 1RL

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LR1. Date of lease

13th July 2021

LR2. Title number(s)

LR2.1 Landlord's title number(s)

UNREGISTERED

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Three Rivers District Council

Three Rivers House

Northway

Rickmansworth

Hertfordshire

WD3 1RL

Tenant

Three Rivers Museum Trust

Registered Office

20 High Street,

Rickmansworth,

Hertfordshire

WD3 1ER

Co Registered number 02907154

Registered charity Number 1164893.

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in Clause 1.1 and Schedule 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

Charities Act 2011

The Lease is held by Three Rivers Museum Trust a non-exempt charity, and the disposition effected by this Deed is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term specified in the definition of "Contractual Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this 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 this 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 easements set out in paragraph 1 of Schedule 2 to this lease are granted by this lease for the benefit of the Property.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements set out in paragraph 1 of Schedule 3 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

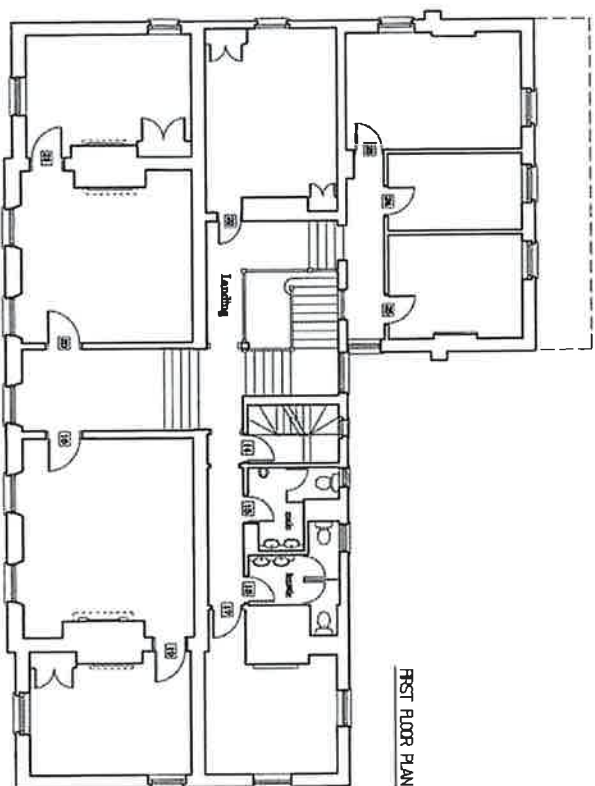
LR13. Application for standard form of restriction

None.

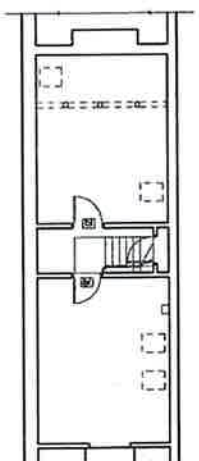
LR14. Declaration of trust where there is more than one person comprising the Tenant

N/a

GROUND FLOOR PLAN



FIRST FLOOR PLAN

ATTN PLAN

This lease is dated

13th

of

July

2021

PARTIES

- (1) **Three Rivers District Council** of Three Rivers House Northway Rickmansworth Hertfordshire WD3 1RL (**Landlord**)
- (2) **Three Rivers Museum Trust** incorporated and registered in England and Wales with company number 02907154 whose registered office is at 20 High Street, Rickmansworth Hertfordshire WD3 1ER (Registered Charity Number 1164893.) (**Tenant**)

BACKGROUND

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

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: £700 (SEVEN HUNDRED POUNDS)

Authorised Person: any:

- a) undertenant or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property or the Building with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

Building: the land and buildings known as Basing House 46 High Street, Rickmansworth, WD3 1HP and shown edged blue on the Plan

Building Damage: damage to or destruction of the Building (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use or inaccessible.

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

Common Parts: subject to paragraph 1.6 of Schedule 3, the parts of the Building (excluding the Lettable Units and the Management Areas) that are provided from time to time by the Landlord for common use by the tenants and occupiers of the Building and their employees, agents, licensees and visitors.

Contractual Term: a term of years from and including 1st June 2021 to and including 31st May 2026

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

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

- a) glass forming part of the Lettable Units; and
- b) tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any Lettable Unit and that form part of the Building.

Insolvency Event: subject to clause 1.16, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

Insurance Rent: the aggregate in each year of:

- a) a fair proportion of the gross cost of any premiums that the Landlord expends (after any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Building (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
- b) a fair proportion of the gross cost of the premium that the Landlord expends in effecting public liability insurance in relation to the Common Parts in accordance with this lease (after any discount or commission is allowed or paid to the Landlord);
- c) the gross cost of the premium (after any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
- d) any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in paragraphs (a) to (c) of this definition.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, 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 Lloyds Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

Landlord's Neighbouring Property: the freehold property known as Three Rivers House Northway Rickmansworth Hertfordshire WD3 1RL and any neighbouring or adjoining property owned by the Landlord at the date of this lease

Lettable Unit: any part of the Building which from time to time is, or is intended to be, let or occupied but excluding any Management Areas.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Management Area: any part of the Building retained by the Landlord for use by the Landlord or any other person (excluding providers of Utilities) in connection with the management of the Building and provision of the Services

Permitted Use: use as a museum within Use Class F (1) (c) of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted).

Plan: the plan annexed to this lease and marked "Plan".

Previous Lease: a lease of the Property dated 26th October 2016 made between (1) Three Rivers District Council and (2) Three Rivers Museum Trust (an unincorporated body acting by its Trustees) including any deed, licence, consent, approval or other instrument supplemental or collateral to it.

Previous Lease Alterations: any alterations undertaken by or for any tenant, undertenant or occupier during or in anticipation of the Previous Lease.

Property: the property described in [Schedule 1](#).

Rates and Taxes: 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 (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

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

Reinstatement Cost: the full cost of reinstatement of the Building (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Building that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause [2.2](#).

Rent Commencement Date: the date of this lease.

Rent Payment Date: 1st June

Reservations: the rights excepted and reserved in paragraph 1 of Schedule 3.

Retained Parts: all parts of the Building including (but not limited to) all of:

- a) the structural parts of the Building;
- b) the Service Media;
- c) the Common Parts; and
- d) the Management Areas;

but excluding the Lettable Units.

Rights: the rights granted in paragraph 1 of Schedule 2.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Service Road: the service road shown green hatched on the Plan or such alternative service road designated from time to time by the Landlord.

Signs: signs, fascia, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused (with the intention of causing damage) by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: the matters set out in Schedule 4.

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
- b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
- c) the making of any other arrangement for the occupation of the Property.

Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:

- a) of an exclusion imposed by the insurers; or
- b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any one of the Uninsured Risks.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

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

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease;
 - (b) the **Tenant** includes a reference to its successors in title and assigns; and
- 1.7 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.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement**, **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 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.
- 1.12 References to:

- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 37.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 37.3; and
- 1.13 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, the **Landlord's Neighbouring Property**, a **Lettable Unit**, the **Management Areas**, the **Property** and the **Retained Parts** are to the whole and any part of them or it.
- 1.14 For the purposes of each of the following:
- (a) the easements set out in paragraph 1 of Schedule 2 that burden the Building (excluding the Property);
 - (b) the easements set out in paragraph 1 of Schedule 3 that benefit the Building (excluding the Property);
 - (c) the registration of the easements referred to in clause 1.14(a) and clause 1.14(b) at HM Land Registry;
 - (d) LR4; and
 - (e) clause 31.2;

the Building shall only include the land and buildings specified in the definition of the Building and no other land or buildings.

- 1.15 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.
- 1.16 For the purposes of the definition of **Insolvency Event**:
- (a) where any of the paragraphs in that definition apply in relation to:
 - (i) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - (ii) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - (b) **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

- 1.17 A reference to **writing** or **written** excludes fax and email.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.21 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.22 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant:
- (a) for the Contractual Term;
 - (b) with full title guarantee;
 - (c) together with the Rights;
 - (d) excepting and reserving the Reservations; and
 - (e) subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- (a) the Annual Rent;
 - (b) the Insurance Rent;
 - (c) all interest payable under this lease;
 - (d) all other sums payable under this lease; and
 - (e) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent instalments in advance on or before the Rent Payment Date except that:

- (a) the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
- (b) the first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

5. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Interest

- 7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must 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.

8.3 If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

9.1 The Tenant must pay all Utility Costs save for any for Utilities provided by the Landlord as Services.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the Termination Date) 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 or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (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 LTCA 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

11. Prohibition of dealings

The Tenant must not assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property.

12. Repair

12.1 The Tenant must:

- (a) subject to clause 12.2 and clause 12.3, keep the Property in good and substantial repair and condition which shall include having regard to the

nature and condition of the Property at the date on which the Previous Lease was granted;

- (b) ensure that any Service Media forming part of the Property is kept in good working order;
- (c) keep the Property clean, tidy and clear of rubbish; and
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.

12.2 The Tenant's obligations under clause 12.1(a) shall not require the Tenant to put the Property into any better state of repair or condition than it was at the date of the Previous Lease

12.3 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items forming part of the Property) to the extent that any disrepair has been caused by:

- (a) an Insured Risk unless and to the extent that:
 - (i) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.2(f) of Schedule 5); or
 - (ii) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; or
- (b) Building Damage by an Uninsured Risk unless that damage is Tenant Damage.

13. Decoration

13.1 The Tenant must:

- (a) decorate the Property as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out the decoration required in the last three months before the Termination Date to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

14. Alterations

14.1 Except as permitted by this clause 14, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

14.2 Any alterations permitted by this clause are subject to clause 14.6.

14.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Building that are at the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 14;
- (b) those alterations do not adversely impact on the structural integrity of the Building; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.6 The Tenant must not carry out any alteration to the Property which would have an adverse effect on the asset rating in any Energy Performance Certificate for the Property or the Building.

15. Signs

The Tenant must not attach any Signs inside the Property that are visible from the Common Parts or outside the Building.

16. Window cleaning

As often as reasonably necessary, the Tenant must clean the internal surfaces of any:

- (a) windows; and
- (b) other glass;

at the Property (whether or not such windows and other glass form part of the Property).

17. Returning the Property to the Landlord

17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

17.2 Subject to clause 17.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease and any Previous Lease Alterations; and
 - (iii) any Signs erected by the Tenant at the Building; and
- (b) make good any damage caused to the Building by the removal of those items and alterations.

17.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 17.2(a)(i) and clause 17.2(a)(ii) shall not be removed pursuant to clause 17.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

17.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

17.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Building by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

18. Use

18.1 The Tenant must not use the Property for any purpose other than the Permitted Use

18.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord the other tenants or occupiers of the Building or any property that neighbours the Building;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;

- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other tenants or occupiers of the Building or any property that neighbours the Building;
- (e) overload any part of the Building nor overload or block any Service Media at or serving the Property;
- (f) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (g) place or keep any items on any external part of the Property or on the Common Parts;
- (h) (except as permitted by the Rights and clause 14.5) interfere with any Service Media in the Building;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

19. Regulations

19.1 The Tenant must observe all reasonable and proper regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Building, the Landlord's Neighbouring Property and any other neighbouring or adjoining property provided that:

- (a) such regulations do not materially interfere with the Tenant's use of the Property for the Permitted Use and the Tenant's exercise of the Rights; and
- (b) if there is any conflict between such regulations and the terms of this lease, the terms of this lease shall prevail.

20. Exercise of the Rights

20.1 The Tenant must exercise the Rights:

- (a) only in connection with the Tenant's use of the Property for the Permitted Use
- (b) in accordance with any regulations made by the Landlord under clause 19; and
- (c) in compliance with all laws relating to the Tenant's use of the Building, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

21. Allow entry

21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:

- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
- (b) at any reasonable time (whether or not during usual business hours); and
- (c) with their workers, contractors, agents and professional advisers.

21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

22. Compliance with laws

22.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed of from the Property.

22.2 Within five working days of receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) the Tenant must:

- (a) send a copy of the relevant document to the Landlord; and
- (b) to the extent that it relates to the Property 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.

22.3 The Tenant must not apply for any planning permission for the Property

22.4 The Tenant must:

- (a) comply with its obligations under the CDM Regulations;
- (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
- (c) give that health and safety file to the Landlord at the Termination Date;
- (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Building. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

- (e) supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 22.5 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 22.6 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 22.7 The Tenant must save to the extent that such items are provided by the Landlord as part of the Services keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.

23. Energy Performance Certificates

- 23.1 The Tenant must:
 - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property or the Building including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report]; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property or the Building.
- 23.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 23.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
 - (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
 - (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

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

24. Third Party Rights

- 24.1 The Tenant must:

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

- 24.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Building over which the Rights are granted.

25. Encroachments and preservation of rights

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

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

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

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

- 25.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

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

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

26. Indemnity

The Tenant must 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 Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

27. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the Landlord covenants of this lease during the Term.

28. Quiet enjoyment

The Landlord covenants with the Tenant that 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.

29. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 3, the Landlord must:

- (a) except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

30. Re-entry and forfeiture

30.1 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) the whole or any part of the Rents 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; or
- (c) an Insolvency Event.

30.2 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 or any guarantor.

31. Section 62 of the LPA 1925, implied rights and existing appurtenant rights

31.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

31.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to the whole or any part of the Building

32. Exclusion of sections 24 to 28 of the LTA 1954

32.1 The parties:

(a) confirm that:

(i) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;

(ii) FABIAN HENRI HICKOCK who was duly authorised by the Tenant to do so made a ~~statutory~~ declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and

(iii) there is no agreement for lease to which this lease gives effect; and

(b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

33. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Building (excluding the Property), the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

34. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

35. Breach of repair and maintenance obligation

- 35.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 35.2 Following the service of a notice pursuant to clause 35.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
 - (b) is not carrying out the required works with all due speed.
- 35.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 35.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 35.4 Any action taken by the Landlord pursuant to this clause 35 shall be without prejudice to the Landlord's other rights (including those under clause 30).

36. Notices

- 36.1 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 in writing and given:
- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
 - (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.
- 36.2 If a notice complies with the criteria in clause 36.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
- (a) delivered by hand, at the time the notice is left at the proper address; or

- (b) sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

36.3 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.

37. Consents and approvals

37.1 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.

37.2 If a waiver is given pursuant to clause 37.1, it shall not affect the requirement for a deed for any other consent.

37.3 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.

37.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

37.5 Where:

- (a) the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
- (b) the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

38. VAT

38.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

38.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party 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.

38.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

39. Joint and several liability

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

40. Entire agreement

40.1 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.

40.2 Each party acknowledges that in entering into this lease it does not rely on any representation or warranty (whether made innocently or negligently).

40.3 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.

41. Charities Act 2011

41.1 The directors of the charity being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this disposition and that they have complied with the provisions of the said sections 117-121 so far as applicable to this disposition.

41.2 This deed is signed upon behalf of the trustees of the charity by two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011

42. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

43. Governing Law

This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

44. Jurisdiction

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

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

Schedule 1 Property

1. The premises situated on part of the ground floors of the Building and shown edged red on the Plan:

1.1 Including:

- (a) the whole of any non-structural walls and columns wholly within those premises;
- (b) one-half severed vertically of any interior non-structural walls and columns separating those premises from any adjoining Lettable Unit;
- (c) the interior plaster and other interior surface finishes on the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (d) the interior plaster and other interior surface finishes on the ceilings within those premises;
- (e) the floor screed and other interior surface finishes on the floors within those premises;
- (f) the doors, door frames and fittings within all the walls within and bounding those premises;
- (g) the windows, window frames and fittings within all the walls within and bounding those premises (except the exterior walls);
- (h) all Service Media and any other media, plant, machinery and equipment within and exclusively serving those premises;
- (i) all landlord's fixtures and fittings within those premises; and
- (j) all additions and improvements to those premises.

1.2 Excluding:

- (a) subject to paragraph 1.1(c), paragraph 1.1(f) and paragraph 1.1(g) of this Schedule, the whole of the:
 - (i) exterior non-structural walls and columns bounding those premises;
 - (ii) interior non-structural walls and columns separating those premises from any adjoining Retained Parts; and
 - (iii) structural walls and columns within or bounding those premises;
- (b) the windows, window frames and fittings within the exterior walls bounding those premises;
- (c) subject to paragraph 1.1(d) and paragraph 1.1(e) of this Schedule, the floors and ceilings within those premises;

- (d) all Service Media and any other media, plant, machinery and equipment within but not exclusively serving those premises; and
- (e) all structural parts of the Building (except any set out in paragraph 1.1 of this Schedule).

Schedule 2 Rights

1. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property):
 - 1.1 The right to support and protection for the Property from the other parts of the Building to the extent that those parts of the Building provide support and protection to the Property at the date of this lease.
 - 1.2 The right to use:
 - (a) such external areas as shall be designated from time to time by the Landlord for the purposes of pedestrian access to and egress from the Property ; and
 - (b) such internal areas of the Building as shall be designated from time to time by the Landlord for the purpose of pedestrian access to and egress from the Property.
 - (c) such parts of the Service Road as shall be designated from time to time by the Landlord for the purposes of the loading and unloading provided that no obstruction is caused and that any vehicles are removed as soon as possible
 - 1.3 The right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease or are installed or constructed during the Term. Provided that the Landlord may at any time, re-route or replace any Service Media at the Building pursuant to paragraph 1.3(c) of Schedule 3 and this right shall then apply in relation to the Service Media as re-routed or replaced.
 - 1.4 The right to display the logo of the Tenant on a sign or noticeboard provided by the Landlord in the entrance hall of the Building and in the Common Parts at the entrances to the Property in each case in a form and manner approved by the Landlord.

Schedule 3 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Building (excluding the Property) and the Landlord's Neighbouring Property) and the following other rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 29, the right to enter the Property:
 - (a) to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;
 - (b) to carry out any works to any other part of the Building; and
 - (c) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Building or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - (a) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - (b) install and construct Service Media at the Property to serve any other part of the Building or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - (c) re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop the Building or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
 - 1.6 The right from time to time to:
 - (a) designate alternative areas, routes or facilities over which the Rights may be exercised or

- (b) prevent or restrict access to any of the Common Parts if reasonably required to enable works to be carried out to any part of the Building or the Landlord's Neighbouring Property or in case of emergency.

2. The Reservations:

2.1 Are excepted and reserved 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 the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

2.2 May be exercised by:

- (a) the Landlord;
- (b) anyone else who is or becomes entitled to exercise them; and
- (c) anyone authorised by the Landlord.

2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.

3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, 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 arising by reason of its exercising any of the Reservations except for:

3.1 Physical damage to the Property.

3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 4 Third Party Rights

All easements and other rights, covenants and restrictions affecting the Building and any land over which the Rights are granted.

Schedule 5 Insurance

1. Landlord's obligation to insure

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Building insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- (a) the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property and the Building in this Schedule 5 shall exclude the Excluded Insurance Items;
 - (b) any alterations to the Property that form part of the Property unless:
 - (a) those alterations are permitted or required under this lease;
 - (b) those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - (c) the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - (c) the Building when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Landlord to provide insurance details

- 2.1 In relation to any insurance effected by the Landlord under this Schedule 5, the Landlord must at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with
- (a) full details of the insurance policy;
 - (b) evidence of payment of the current year's premiums.

3. Tenant's obligations

- 3.1 The Tenant must pay to the Landlord on demand:
- (a) the Insurance Rent;
 - (b) a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (c) a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Building for insurance purposes provided that the Tenant shall not be

obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.

3.2 The Tenant must

- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Building and must also give the Landlord notice of that matter;
- (b) not do or omit to do anything as a result of which:
 - (a) any insurance policy for the Building may become void or voidable or otherwise prejudiced;
 - (b) the payment of any policy money may be withheld; or
 - (c) any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Building where written details of those requirements or recommendations have first been given to the Tenant;
- (d) give the Landlord immediate notice of the occurrence of:
 - (a) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (b) any other event that might affect any insurance policy relating to the Property;
- (e) except for the Excluded Insurance Items forming part of the Property, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Building refuse to pay in relation to the Building by reason of any act or omission of the Tenant or any Authorised Person.

4. Rent suspension

4.1 Subject to paragraph 4.2 of this Schedule, if any Building Damage by an Insured Risk or an Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Building Damage) shall be suspended until the earlier of:

- (a) the date on which the Building has been reinstated so as to make the Property fit for occupation and use and accessible; and

- (b) the date which is three years from and including the date on which that Building Damage occurred.
- 4.2 The Annual Rent shall not be suspended under paragraph 4.1 of this Schedule if the Building Damage is caused by:
 - (a) an Insured Risk and:
 - (a) the policy of insurance in relation to the Building has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
 - (b) the Tenant has not complied with paragraph 3.1 and 3.2(f) of this Schedule; or
 - (b) an Uninsured Risk and the Building Damage was Tenant Damage.
- 5. **Landlord's obligation to reinstate following damage or destruction by an Insured Risk**
- 5.1 Following any damage to or destruction of the Building by an Insured Risk, the Landlord must:
 - (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
 - (b) reinstate the relevant parts of the Building except that the Landlord shall not be obliged to:
 - (a) reinstate unless all necessary planning and other consents are obtained;
 - (b) reinstate unless the Tenant has paid the sums due under paragraph 3.2(f) of this Schedule;
 - (c) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (d) reinstate after a notice to terminate has been served pursuant to this Schedule 5.
- 5.2 If the Landlord is obliged to reinstate the relevant parts of the Building pursuant to paragraph 5.1(b) of this Schedule, the Landlord must:
 - (a) use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.2(f) of this Schedule for the purposes of that reinstatement; and
 - (b) make up any shortfall out of its own funds.

6. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

- 6.1 Following Building Damage by an Insured Risk, if the Landlord considers that it is impossible or impractical to reinstate the relevant parts of the Building, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Building Damage occurred.

7. Building Damage by an Uninsured Risk

- 7.1 If the Annual Rent (or a fair proportion of it) is suspended under paragraph 4.1 of this Schedule due to Building Damage by an Uninsured Risk, then, within 12 months from and including the date on which that Building Damage occurred, the Landlord must either:

- (a) terminate this lease by giving notice to the Tenant; or
- (b) notify the Tenant that it intends to reinstate the relevant parts of the Building at its own cost.

- 7.2 If the Landlord notifies the Tenant under paragraph 7.1(b) that it intends to reinstate the relevant parts of the Building, then the Landlord must use:

- (a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Building; and
- (b) its own monies to reinstate the relevant parts of the Building but the Landlord shall not be obliged to:
 - (a) reinstate unless all necessary planning and other consents are obtained;
 - (b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
 - (c) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

- 7.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1(a) or paragraph 7.1(b) by the date which is 12 months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible.

8. Termination if reinstatement not complete by expiry of rent suspension

- 8.1 If Building Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1(b) of this Schedule) occurs and the relevant parts of the Building have not been reinstated so as to make the Property fit for occupation and use and accessible by the date which is three years after the date on

which that Building Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:

- (a) such notice is served before the relevant parts of the Building have been reinstated so as to make the Property fit for occupation and use and accessible; and
- (b) where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 12 or this Schedule 5.

9. Consequences of termination

9.1 If either party gives a notice to terminate this lease in accordance with this Schedule 5:

- (a) this lease shall terminate with immediate effect from the date of the notice;
- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Building shall belong to the Landlord.

10. Landlord not obliged to reinstate other Lettable Units

10.1 Nothing in this Schedule 5 shall oblige the Landlord to reinstate any Lettable Unit (except the Property).

11. Tenant Damage

11.1 If any damage to or destruction of the Building by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the relevant parts of the Building but if the Landlord chooses to do so, the Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating.

Schedule 6 Services

1. The Services are:
 - 1.1 Lighting the Common Parts and the Property.
 - 1.2 Providing heating to the internal areas of the Common Parts and the property during such periods of the year as the Landlord reasonably considers appropriate
 - 1.3 Disposing of refuse from the Property placed in refuse bins on the Common Parts.
 - 1.4 Cleaning, maintaining, repairing, operating and replacing security machinery and equipment on the Common Parts and the Property.
 - 1.5 Cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts and the Property.
 - 1.6 Cleaning and maintaining, the lavatories, washrooms, kitchens and utility areas on the Common Parts and providing hot and cold water, soap, paper, towels and other supplies for them.
 - 1.7 Any other service, amenity or facility that the Landlord may in its absolute discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.

**THE COMMON SEAL OF THREE RIVERS
DISTRICT COUNCIL** was hereunto affixed
in the presence of:-

JLG

JAYNE LA GRUA
PRINCIPAL LAWYER



SIGNED AS A DEED on behalf
of Three Rivers Museum Trust
by a director, one of their
number, under an authority conferred
pursuant to section 333 of the
Charities Act 2011

.....
Witness signature

.....
Witness name

.....
Witness address