

DATED

8 April 2025

COUNTERPART LEASE

relating to

THE HARLINGTON

FLEET ROAD, FLEET, HAMPSHIRE GU51 4BY

between

HART DISTRICT COUNCIL

and

FLEET TOWN COUNCIL

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LR1. Date of lease

3 April 2025

LR2. Title number(s)

LR2.1 Landlord's title number(s)

HP674183 and HP675006 and HP676972

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

HART DISTRICT COUNCIL, of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE

Tenant

FLEET TOWN COUNCIL of The Harlington, 236 Fleet Road, Fleet, Hampshire GU51 4BY

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 Landlord's Neighbouring Property except those set out in Schedule 2.

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.

None.

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

Not applicable.

This lease is dated

8 April 2025

PARTIES

- (1) HART DISTRICT COUNCIL, of Civic Offices, Harlington Way, Fleet, Hampshire GU51 4AE (**Landlord**)
- (2) FLEET TOWN COUNCIL of The Harlington, 236 Fleet Road, Fleet, Hampshire GU51 4BY (**Tenant**)

BACKGROUND

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

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent:

- (a) at a peppercorn (if demanded) for as long as:
 - (i) the Tenant in occupation of whole or a substantial part of the Property is Fleet Town Council; and
 - (ii) the Tenant (being Fleet Town Council) provides written confirmation following request from the Landlord that the discount to the rent (if any) does not exceed the MFA Threshold cumulated over any year during the Term and the previous two financial years, as specified in section 36(1) of the Subsidy Control Act.

or

- (b) If the Tenant is not Fleet Town Council, immediately following an assignment or transfer, at an open market rate, such rate to be determined by a Surveyor and then as revised under Schedule 6.

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 Estate with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

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

Contractual Term: a term of years from and including the date of this lease until and including 7 April 2124.

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).

Estate Plans; the plans annexed to this lease referred to as Estate Plan 1, Estate Plan 2 and Estate Plan 3 at ANNEX B.

Exempt Subsidy/Subsidies: the relevant limit for Minimal Financial Assistance given under the Subsidy Control Rules over the Applicable Period.

Group Company: a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.

Insolvency Event: subject to clause 1.15, 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;
- (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.

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, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Tenant 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 HSBC 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 at the northwest side of Fleet Road, Fleet, registered at HM Land Registry with title number HP674183 shown edged red on Estate Plan 1, and the car park on the south west side of Victoria Road, Fleet registered at HM Land Registry with title number HP675006 shown edged red on the Estate Plan 2 and the freehold property being the Civic Offices, Harlington Way Fleet registered with title number HP676972 shown edged red on Estate Plan 3 together with any other property that adjoins the Property and that the Landlord acquires an interest in during the Term but excluding the Property.

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.

MFA Threshold: the amount for minimal financial assistance as set out in section 36(1) of the Subsidy Control Act as amended from time to time.

Minimal Financial Assistance: the financial threshold set out in Chapter 2 of Part 3 of the Subsidy Control Act 2022 so no enterprise can receive more than the Minimal Financial Assistance in any Applicable Period.

Permitted Use: use for any community use and any uses within classes E, F1 or F2 or sui generis of the Town and Country Planning (Use Classes) Order 1987 provided that at any one time no less than 30% of the internal floor space of the Property shall be used for local community uses within Use Class F2 (as it applied in England at the date this lease was granted).

Permitted Underlettings: underleases granted in accordance with this lease to the Subtenants.

Property: the property described in Schedule 1.

Property Plan: the plan annexed to this lease at ANNEX A and marked "Property Plan".

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; or
- (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 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 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 Dates:

- (a) While the tenant is Fleet Town Council, annually on each anniversary of the date of this lease; or
- (b) If the tenant is not Fleet Town Council, 25 March, 24 June, 29 September and 25 December.

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

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

Schedule of Condition: the photographic schedule annexed to this lease at ANNEX C and marked "Schedule of Condition".

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

Subsidy Control Rules: means all of the following which implement a domestic subsidy control regime in the United Kingdom governed primarily (but not exclusively) by:

- (a) the Subsidy Control Act 2022 and all applicable guidance;
- (b) the terms of the Trade and Cooperation Agreement between the European Union, European Atomic Energy Community and the United Kingdom of Great Britain and Northern Ireland;
- (c) the UK-EU trade and co-operation agreement (TCA);
- (d) the UK's free trade agreements (FTAs);
- (e) the World Trade Organisation (WTO) rules;
- (f) the Northern Ireland Protocol;
- (g) European Union (Withdrawal Agreement) Act 2020;
- (h) any other international trade agreements; and/or
- (i) other relevant legal obligations, for example, a local authority's Duty of Best Value.

Sub - Tenancies: the subsisting Tenancies at Will granted by the Landlord of parts of the Property and to which this Lease is granted subject, as follows:

- (a) Fleet Phoenix - Tenancy at Will (1) dated 19th June 2012 (exclusive use)
- (b) Fleet Phoenix - Tenancy at Will (1) dated 19th June 2012 (shared use)
- (c) Fleet Baptist Pre-school – Tenancy at Will dated 19 June 2012.

Subtenants – the tenants of the Sub-Tenancies.

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

Surveyor; a surveyor appointed in accordance with Schedule 6.

Tenant Damage: damage or destruction caused 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) any sharing of any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement;
- (c) 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

(d) 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 of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Tenant (acting reasonably) 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 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.
- 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 45.1;
 - (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 45.3; and
- 1.13 Unless the context otherwise requires, references to the **Landlord's Neighbouring Property** and the **Property** are to the whole and any part of them or it.
- 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 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.
- 1.16 A reference to **writing** or **written** excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England .

- 1.19 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.
- 1.20 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.
- 1.21 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:

*Man & Co LLP
for and on behalf
of the Tenant*

- (a) for the Contractual Term;
- (b) with full title guarantee *as to that part of the Property shown edged red and edged green on the Property Plan and with such right and title as the Landlord holds in respect of that part of the Property shown coloured blue on the Property Plan*
- (c) together with the Rights;
- (d) excepting and reserving the Reservations; and
- (e) subject to the Third Party Rights.
- (f) Subject to the Sub-Tenancies

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

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

3. Tenant covenants

If demanded, 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 as follows:

- (a) While the Tenant is Fleet Town Council, annually in advance on or before the Rent Payment Dates; or
- (b) If the Tenant is not Fleet Town Council by four equal instalments in advance on or before the Rent Payment Dates.

5. Payment method

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

- (a) electronic means from an account held in the name of the Tenant to the account to the account notified from time to time to the Tenant by the Landlord; or
- (b) any method that the Landlord reasonably requires from time to time and notifies to the Tenant in writing not less than 10 Working Days prior to a Rent Payment Date.

Provided that while the Tenant is Fleet Town Council, the Landlord will not require the Tenant to pay by electronic means.

6. No set-off

The Tenant must pay the Annual Rent and all other sums properly due and 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 by five working days of its due date (where it has been formally demanded except in the case of the Annual Rent), 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) to reduce the rateable value of the Property without the approval of the Landlord (such consent not to be unreasonably withheld or delayed).

- 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.
- 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. Common items

The Tenant must pay to the Landlord on 28 day written demand a fair proportion of all reasonable and properly incurred costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Landlord's Neighbouring Property but used or capable of being used by the Property in common with other land.

11. Costs

The Tenant must pay on demand and on a full indemnity basis the reasonable and properly incurred costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or 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 provided that that schedule is served on or before the date which is six months from and including the Termination Date and only relates to wants of repair occurring during the Contractual Term; or
- (e) any consent or approval applied for under:
 - (i) this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

12. Prohibition of dealings

Except as expressly permitted by this clause 12, clause 13, clause 14, clause 15, clause 16 and clause 17 the Tenant must not:

- (a) assign, part with or share possession or occupation of the whole or part of either this lease or the Property; or
- (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement provided that this clause shall not prevent Fleet Town Council sharing whether by a virtual assignment or other similar arrangement with a trust created by deed by the Fleet Town Council for the sole benefit of Fleet Town Council and for the sole purpose of managing the Property on a day to day basis and such trust shall have no dispositive powers without the approval of the Landlord; or
- (c) hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. Assignments

13.1 The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

13.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;
 - (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;

Provided that should Fleet Town Council assign the Property there will be no requirement for Fleet Town Council to enter into an authorised guarantee agreement in favour of the Landlord.

- (b) where reasonable a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in the form set out in Schedule 7 (but with such amendments and additions as the Landlord may reasonably require); or

- (c) The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
- (d) Any other sum due under this lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding;
- (e) there is a material breach of covenant by the Tenant that has not been remedied; or
- (f) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

13.3 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

14. Underletting

14.1 The Tenant must not underlet the whole of the Property.

14.2 The Tenant may underlet part of the Property in accordance with this clause 14 and, save where the underletting is in accordance with clause 14.7, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

14.3 Save for any underletting permitted under clause 14.7, the Tenant must not underlet part of the Property:

- (a) together with any property, or any right over property, that is not included within this lease;
- (b) at a fine or premium or reverse premium;
- (c) allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;
- (d) unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);
- (e) for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;
- (f) unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it; and
- (g) unless a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of the underlease in favour of the Landlord in the form set out in Schedule 7 (but

with such amendments and additions as the Landlord may reasonably require).

- 14.4 Save for any underletting permitted under clause 14.7, any underletting by the Tenant must include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease (where the underlease was required to be contracted out under clause 14.3(d));
 - (b) a covenant by the undertenant not to:
 - (i) (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) assign or charge the whole or any part of the underlease;
 - (ii) (except on the same terms as this lease (but made applicable to the undertenant and the underlease))] part with, share possession or share occupation of the whole or any part of the underlet property;
 - (iii) underlet the whole or part only of the underlet property;
 - (iv) assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;
 - (v) hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership); and
 - (vi) (if the underlease permits the undertenant to assign the underlease) assign the underlease without first procuring a direct covenant in favour of the Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it;
 - (c) a covenant to comply with the terms of this lease except the covenant to pay the Annual Rent; and
 - (d) provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this lease;
- 14.5 Any underletting by the Tenant must otherwise be:
- (a) by deed;
 - (b) consistent with and include tenant covenants no less onerous than those in this lease (but, in the case of an underlease of part, only insofar as they relate to that part) excluding the covenant in this lease to pay the Annual Rent; and
 - (c) save for any Permitted Underletting, in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed).

- 14.6 In relation to any underlease granted by the Tenant, the Tenant must:
- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld);
 - (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
 - (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld).
- 14.7 The Tenant may underlet part(or parts) of the Property by a Permitted Underletting or Permitted Underlettings without the consent of the Landlord and without complying with the provisions of clauses 14.3 and 14.4 provided that the underletting includes all of the following requirements:
- (a) Is granted to a Sub-Tenant;
 - (b) Is for a term of 5 years or less;
 - (c) Contains an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
 - (d) expires by effluxion of time three days before the Contractual Term expires by effluxion of time;
 - (e) a covenant by the undertenant not to:
 - (i) assign or charge the whole or any part of the underlease;
 - (ii) part with, share possession or share occupation of the whole or any part of the underlet property;
 - (iii) underlet the whole or part only of the underlet property;
 - (iv) assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;
 - (v) hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership).

15. Sharing Occupation

- 15.1 The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

16. Charging

The Tenant may charge the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).

17. Notification and registration of dealings

17.1 Within one month of any Transaction, the Tenant must:

- (a) give the Landlord notice of the Transaction;
- (b) deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
- (c) pay the Landlord a registration fee of £50 (plus VAT).

17.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:

- (a) promptly following completion of the Transaction apply to register it (or procure that the relevant person applies to register it);
- (b) (or must procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are responded to promptly and properly; and
- (c) within one month of completion of the registration, send the Landlord official copies of its title (and where applicable of the undertenant's title).

17.3 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

18. Repair

18.1 The Tenant must:

- (a) keep the Property in good and substantial repair and condition having regard to the nature and condition of the Property at the date of this Lease as provided in clause 18.3;
- (b) ensure that any Service Media forming part of the Property are kept in good working order provided that the parties agree that the boiler is due for replacement with a heat pump in 2025/26 as part of the Landlord's approved project, funded in part by Public Sector Decarbonisation Scheme. In the event that this project fails to deliver a new boiler for whatever reason, the following applies:
 - (i) when the boiler and Service Media used in relation to the supply of heating at the Property are declared by a competent contractor to be beyond economic repair Fleet Town Council shall replace or renew the

boiler and associated Service Media and Hart District Council shall as a contribution to the tenant's expenditure in relation to that first boiler replacement including Service Media used for the supply of heating at the Property, pay by Electronic Payment to the account specified by the Tenant of up to £100,000.00 on the date which is 10 days after completion of the replacement of the boiler or receipt by the Landlord of a valid VAT invoice

provided that once the Hart District Council has made such a contribution it shall have no further liabilities or obligations in respect of the heating plant and equipment at the Property.

(c) keep the Property clean, tidy and clear of rubbish; and

18.2 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.

18.3 The Tenant's obligations under Clause 18.1(a) shall not require the Tenant to put the Property into any better state of repair or condition than it was in at the date of this lease as evidenced by the Schedule of Condition.

18.4 The Tenant shall not be liable to repair 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 3.1(f) of Schedule 5); or

(b) the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule 5; by an Uninsured Risk unless that damage is Tenant Damage.

19. Decoration

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).

20. Alterations

- 20.1 Except as permitted by this clause 20, the Tenant must not make any:
- (a) alteration or addition to the Property; or
 - (b) opening in any boundary of the Property.
- 20.2 Any alterations permitted by this clause are subject to clause 20.6.
- 20.3 The Tenant may make internal non-structural alterations to the Property without the consent of the Landlord.
- 20.4 The Tenant may make exterior and structural changes to the Property provided that:
- (a) those alterations do not adversely impact on the structural integrity of the Property; and
 - (b) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 20.5 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property.
- 20.6 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

21. Signs

- 21.1 The Tenant must not:
- (a) display any Signs inside the Property that are visible from the outside; or
 - (b) attach any Signs to the exterior of the Property;
- except, signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 21.2 The Tenant must allow the Landlord to fix to and keep at the Property:
- (a) during the 6-month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
 - (b) at any time during the Term, any sale board as the Landlord reasonably requires.

22. Returning the Property to the Landlord

- 22.1 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.

22.2 Subject to clause 21.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any Signs erected by the Tenant at the Landlord's Neighbouring Property; and
- (b) make good any damage caused to the Landlord's Neighbouring Property by the removal of those items.

22.3 If the Landlord gives notice to the Tenant no later than three months before the Termination Date specifying which of the tenant's fixtures and other matters set out in Clause 21.2(a)(i) and Clause 21.2(a)(ii) shall not be removed pursuant to Clause 21.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

22.4 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 Landlord's Neighbouring Property 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.

23. Use

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

23.2 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 or public nuisance;
- (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 other than auctions for a charity that satisfies the definition of a charity in accordance with the Charities Act;
- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a public nuisance to any property that neighbours the Landlord's Neighbouring Property;
- (e) overload any part of the Landlord's Neighbouring Property 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) (except as permitted by the Rights place or keep any items on any external part of the Property;
- (h) (except as permitted by the Rights and clause 20.5) interfere with any Service Media at the Landlord's Neighbouring Property;
- (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.

24. Regulations

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 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.

25. Exercise of the Rights

25.1 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 24; and
- (c) in compliance with all laws relating to the Tenant's use of the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

26. Allow entry

26.1 Subject to clause 26.2, 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.

- 26.2 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.
- 27. Compliance with laws**
- 27.1 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.
- 27.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) 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.
- 27.3 The Tenant must:
- (a) Not apply for any planning permission for the Property that will diminish the Landlord's reversionary interest in the Property; or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 27.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 27.5 The Tenant must:
- (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Landlord's Neighbouring Property. Those licences 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.
- 27.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 27.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 27.8 The Tenant must keep:
 - (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
 - (b) that machinery, equipment and alarms properly maintained and available for inspection.
- 27.9 Supply such reasonable evidence to the Landlord on request to demonstrate that Subsidy Control Rules are being met.
- 27.10 The Tenant must:
 - (a) Provide the Landlord within 15 working days of demand with the Minimal Financial Assistance declaration form ("MFA Form") confirming how much Exempt Subsidy if any, it has received over the elapsed part of the current financial year and the two preceding financial years ("Applicable Period").
 - (b) Keep written records of any MFA Forms for at least three years beginning with the date on which any given MFA Form was supplied.

28. Energy Performance Certificates

- 28.1 The Tenant must:
 - (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property, or the Landlord's Neighbouring Property.

- 28.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 28.3 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.
- 28.4 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.

29. Third Party Rights

- 29.1 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.
- 29.2 The Rights are granted subject to the Third Party Rights to the extent that the Third Party Rights affect the parts of the Landlord's Neighbouring Property over which the Rights are granted.

30. Registration of this lease

- 30.1 The Tenant must:
- (a) apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
 - (b) ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
 - (c) send the Landlord official copies of its title within one month of completion of the registration.
- 30.2 The Tenant must not:
- (a) apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
 - (b) object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or

- (c) apply for an official copy of any exempt information document version of this lease.

31. Closure of registered title

31.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease promptly (and in any event within one month) following the Termination Date.

31.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 31.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

32. Encroachments and preservation of rights

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

32.2 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.

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

32.4 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.

32.5 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.

33. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, reasonable and properly incurred 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 Landlord's Neighbouring Property and loss of amenity of the Landlord's Neighbouring Property) 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.

34. Landlord covenants

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

35. 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.

36. 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.

37. Re-entry and forfeiture

37.1 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 are 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 which has been notified to the Tenant in writing and not remedied within a reasonable time frame; or
- (c) an Insolvency Event.

37.2 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.

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

38.1 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.

38.2 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 Landlord's Neighbouring Property.

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

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, not less than 14 days before this lease was entered into;
 - (ii) *Rita Tong* who was duly authorised by the Tenant to do so made a declaration dated *7 February* 2025 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.

40. 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).

41. 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 Landlord's Neighbouring Property or any other neighbouring or adjoining property.

42. 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.

43. Breach of repair and maintenance obligation

43.1 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.

43.2 Following the service of a notice pursuant to clause 43.1, 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.

43.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 43.2 (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.

43.4 Any action taken by the Landlord pursuant to this clause 43 shall be without prejudice to the Landlord's other rights (including those under clause 37).

44. Notices

44.1 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.
- 44.2 If a notice complies with the criteria in clause 44.1, 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
- sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 44.3 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.
- 45. Consents and approvals**
- 45.1 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.
- 45.2 If a waiver is given pursuant to clause 45.1, it shall not affect the requirement for a deed for any other consent.
- 45.3 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.
- 45.4 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.

46. VAT

- 46.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
- 46.2 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.
- 46.3 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).
- 46.4 The Tenant warrants that it does not intend or expect that the Property will become exempt land (within paragraph 12 of Schedule 10 to the Value Added Tax Act 1994) and that the purposes for which the Property are or are to be used will not affect the application or effect of any option to tax made by the Landlord in respect of the Property.

47. 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.

48. Entire agreement

- 48.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 48.2 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.
- 48.3 Nothing in this clause shall limit or exclude any liability for fraud.

49. 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.

50. 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.

51. 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.

Morr & Co LLP for and
on behalf of the Tenant

and coloured blue

Schedule 1 Property

The Harlington, Fleet Road, Hampshire GU51 4BY shown edged red and edged green on the Property Plan including one-half severed vertically of any interior non-structural walls and columns separating those premises from any adjoining Landlord's Neighbouring Property but excluding any Service Media in, on, under or over the Property (whether in existence at the date of this lease or installed in the future) that are used by the Property in common with any other part of the Landlord's Neighbouring Property.

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) and the following other rights:
 - 1.1 The right to support and protection for the Property from the other parts of the Landlord's Neighbouring Property to the extent that those parts of the Landlord's Neighbouring Property provide support and protection to the Property at the date of this lease.
 - 1.2 The right to use and to connect into any Service Media at the Landlord's Neighbouring Property 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 its discretion and at any time, re-route or replace any Service Media at the Landlord's Neighbouring Property 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.
 - 1.3 The right to display the trading name and logo of the Tenant (and any authorised undertenant) in a location and in a form and manner approved by the Landlord.
 - 1.4 Subject to the Tenant complying with clause 21.1, the right to attach Signs to the exterior of the Property.
 - 1.5 The right to enter the Landlord's Neighbouring Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease after having given reasonable notice in writing to the Landlord.
 - 1.6 The right to use the area shown edged brown on the Property Plan at all times and for all purposes with or without vehicles or on foot for the purpose of access and egress to the Property.

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 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 36, 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 part of the Landlord's Neighbouring Property; 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 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 repair, maintain and construct Service Media at the Property to serve any other part of 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 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 Landlord's Neighbouring Property if reasonably required to enable works to be carried out to the Landlord's Neighbouring Property or in case of emergency.
- 1.7 The right from time to time to designate which of the Landlord's Neighbouring Property may be used by the Tenant on foot only, by vehicles only or both on foot and by vehicles and this shall include the right to specify which type, size and weight of vehicles are permitted to use any of those Landlord's Neighbouring Property designated by the Landlord for use by vehicles.
- 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 loss of amenity for the Property 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 Landlord's Neighbouring Property and any land over which the Rights are granted.

Schedule 5 Insurance

1. Tenant's obligation to insure

1.1 Subject to paragraph 1.3 of this Schedule, the Tenant must keep the Property insured on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost.

1.2 The Tenant shall insure any alterations to the Property that form part of the Property

1.3 The Tenant's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Tenant to provide insurance details

2.1 In relation to any insurance effected by the Tenant under this Schedule 5, the Tenant must:

(a) at the request of the Landlord (such request not to be made more frequently than once a year) supply the Landlord with:

(i) full details of the insurance policy;

(ii) evidence of payment of the current year's premiums; and

(iii) details of any commission paid to the Tenant by the Tenant's insurer;

(b) procure that the Landlord is informed of any change in the scope, level or terms of cover as soon as reasonably practicable within five working days of the Tenant or its agents becoming aware of the change; and

(c) procures that the Tenant's insurer:

(i) waives its rights of subrogation against the Landlord and any lawful undertenants or occupiers of the Property;

(ii) includes in the insurance policy a non-invalidating provision in respect of any act or default of the Landlord; and

(iii) the interest of the Landlord is noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

3. Tenant's obligations

3.1 The Tenant must:

(a) inform the Landlord as soon as reasonably practicable after becoming aware of any matter occurring 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 Property and must also give the Landlord notice of that matter;

(b) not to knowingly do or omit to do anything as a result of which:

- (i) any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (ii) the payment of any policy money may be withheld; or
 - (iii) 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 reasonable recommendations of the insurers relating to the Property and the use by the Tenant of any other part of the Landlord's Neighbouring Property where written details of those requirements or recommendations have first been given to the Tenant;
- (d) give the Landlord notice as soon as reasonably practicable of the occurrence of:
- (i) any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
 - (ii) any other event that might affect any insurance policy relating to the Property;
- (e) except the insurance referred to in paragraph 1 of this Schedule, not effect any other 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) make up any shortfalls in the amounts of any insurance money that the insurers refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person required to complete the reinstatement of the Property.

4. Tenant's obligation to reinstate following damage or destruction by an Insured Risk

4.1 Following any damage to or destruction of the Property by an Insured Risk, the Tenant must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Tenant to reinstate the relevant parts of the Property; and
- (b) reinstate the relevant parts of the Property except that the Tenant shall not be obliged to:
 - (i) 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
 - (ii) reinstate after a notice to terminate has been served pursuant to this Schedule 5.

- 4.2 If the Tenant is obliged to reinstate the relevant parts of Property pursuant to paragraph 4.1(b) of this Schedule, the Tenant must:
- (a) use all insurance money received (other than for loss of rent) for the purposes of that reinstatement; and
 - (b) make up any shortfall out of its own funds.
- 5. Termination if reinstatement impossible or impractical following damage by an Insured Risk**
- 5.1 Following damage by an Insured Risk, the Tenant may terminate this lease by giving notice to the Landlord within six months from and including the date on which that damage occurred.
- 6. Termination if reinstatement does not complete within three years**
- 6.1 If the Property is damaged by an Insured Risk or an Uninsured Risk occurs and the relevant parts of the Property 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 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 Property 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 18 or this Schedule 5.
- 7. Consequences of termination**
- 7.1 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 Property shall belong to the Landlord
 - (d) the Tenant's obligation to reinstate the Property shall no longer apply;
 - (e) the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to paragraph 7.2 of this Schedule; and

- (f) the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty working days of the date of receipt of the proceeds of the insurance policy or within twenty working days of the determination pursuant to paragraph 7.2 of this Schedule, whichever is the later.

7.2 Any dispute arising regarding this paragraph 7 of this Schedule shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

8. **Tenant Damage**

In this paragraph, the term **Uninsured Tenant Damage** shall mean any damage to or destruction of the Property by an Uninsured Risk that is caused by Tenant Damage provided that that damage or destruction does not solely affect the Property.

- 8.1 the Tenant shall not be obliged reinstate the Property.
- 8.2 The Tenant must pay on demand all costs reasonably and properly incurred by the Landlord in reinstating any Uninsured Tenant Damage pursuant to this paragraph 8 of this Schedule (including, but not limited to, any professional fees and any VAT in respect of those costs) and any such payment shall be a debt due from the Tenant to the Landlord.
- 8.3 Any action taken by the Landlord pursuant to this paragraph 8 of this Schedule shall be without prejudice to the Landlord's other rights (including those under clause 37).

Schedule 6 Rent Review

Part 1 Definitions

1. Definitions

Annual Rent: rent determined in accordance with this Schedule and any interim rent determined under the LTA 1954.

President: the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the land and building at The Harlington Fleet Road, Hampshire GU51 4BY shown edged red on the Property Plan.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Review Date: every fifth anniversary date of the Contractual 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.

Shortfall Payment Date: the date which is ten working days from and including the date] that the revised Annual Rent is agreed or determined.

Surveyor: an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- b) with at least 10 years' relevant post-qualification experience;
- c) appointed pursuant to clause 1.6.

1. Review of the Annual Rent

1.1 The Annual Rent shall be reviewed on each Review Date to equal:

- (a) the amount agreed between the Landlord and Tenant at any time; or
- (b) in the absence of such agreement, the greater of:
 - (i) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it) and;
 - (ii) the open market rent agreed or determined pursuant to this clause.

1.2 The Landlord and the Tenant may agree the revised Annual Rent at any time before it is determined by the Surveyor.

1.3 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 1.4; and
- (d) disregarding the matters listed in clause 1.5.

1.4 The assumptions are:

- (a) the Property is available to let in the open market:
 - (i) by a willing landlord to a willing tenant;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term of not less than 10 years commencing on the relevant Review Date; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent and other than the provision in this lease for a rent-free period;
- (b) the willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;
- (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any purpose permitted by this lease;
- (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (e) if the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (f) no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 27;
- (g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- (h) the willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.

1.5 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;

- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant [to fit out the Property or] to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
- (e) any statutory restriction on rents or the right to recover them.

- 1.6 If the Landlord and Tenant have not agreed the revised Annual Rent by the date three months before the relevant Review Date, then either party may at any time refer the revised Annual Rent for determination by the Surveyor in accordance with this clause. The Surveyor can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.
- 1.7 The Landlord and Tenant shall agree on the appointment of a Surveyor and shall agree with the Surveyor the terms of their appointment.
- 1.8 If the Landlord and Tenant are unable to agree on a Surveyor or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint a Surveyor and agree with the Surveyor the terms of appointment.
- 1.9 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent. The Surveyor's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 1.10 To the extent not provided for by this clause, the Surveyor may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 1.11 The Surveyor shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Surveyor.

- 1.12 The parties are entitled to make submissions to the Surveyor [including oral submissions] and must provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 1.13 If the Surveyor dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
- (a) either party may apply to the President to discharge the Surveyor and to appoint a replacement Surveyor with the required expertise; and
 - (b) this clause shall apply to the new Surveyor as if they were the first Surveyor appointed.
- 1.14 The Landlord and Tenant must bear their own costs in relation to the reference to the Surveyor.
- 1.15 The Landlord and Tenant must bear the Surveyor's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Surveyor) equally or in such other proportions as the Surveyor shall direct.
- 1.16 [if either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days of demand by the Surveyor, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 1.16(a).
- 1.17 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this clause and otherwise do nothing to hinder or prevent the Surveyor from reaching their determination.
- 1.18 If the revised Annual Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:
- (a) continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
 - (b) on the Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (ii) interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates

on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).

- 1.19 Time is not of the essence for the purposes of this clause.
- 1.20 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.
- 1.21 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

Schedule 7 Guarantee and indemnity

1. Guarantee and indemnity

1.1 The Guarantor guarantees to the Landlord that the Tenant shall:

- (a) pay the Rents and observe and perform the tenant covenants of this lease and that if the Tenant fails to pay any of those Rents or to observe or perform any of those tenant covenants, the Guarantor shall pay or observe and perform them; and
- (b) observe and perform any obligations the Tenant enters into in an authorised guarantee agreement made in respect of this lease (the **AGA**) and that, if the Tenant fails to do so, the Guarantor shall observe and perform those obligations.

1.2 The Guarantor covenants with the Landlord as principal obligor and as a separate and independent obligation and liability from its obligations and liabilities under paragraph 1.1 of this Schedule to indemnify and keep indemnified the Landlord against any failure by the Tenant:

- (a) to pay any of the Rents or any failure to observe or perform any of the tenant covenants of this lease; or
- (b) to observe or perform any of the obligations the Tenant enters into in the AGA.

2. Guarantor's liability

2.1 The liability of the Guarantor under paragraph 1.1(a) and paragraph 1.2(a) of this Schedule shall continue until the Termination Date, or until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995, if earlier.

2.2 The liability of the Guarantor shall not be reduced, discharged or otherwise adversely affected by:

- (a) any time or indulgence granted by the Landlord to the Tenant;
- (b) any delay or forbearance by the Landlord in enforcing the payment of any of the rents or the observance or performance of any of the tenant covenants of this lease (or the Tenant's obligations under the AGA) or in making any demand in respect of any of them;
- (c) any refusal by the Landlord to accept any rent or other payment due under this lease where the Landlord believes that the acceptance of such rent or payment may prejudice its ability to re-enter the Property;
- (d) the Landlord exercising any right or remedy against the Tenant for any failure to pay the Rents or to observe or perform the tenant covenants of this lease (or the Tenant's obligations under the AGA);
- (e) the Landlord taking any action or refraining from taking any action in connection with any other security held by the Landlord in respect of the

Tenant's liability to pay the Rents or observe and perform the tenant covenants of the lease (or the Tenant's obligations under the AGA) including the release of any such security;

- (f) [a release or compromise of the liability of any one of the persons who is the Guarantor, or the grant of any time or concession to any one of them;
- (g) any legal limitation or disability on the Tenant or any invalidity or irregularity of any of the tenant covenants of the lease (or the Tenant's obligations under the AGA) or any unenforceability of any of them against the Tenant;
- (h) the Tenant being dissolved, or being struck off the register of companies or otherwise ceasing to exist, or, if the Tenant is an individual, by the Tenant dying or becoming incapable of managing its affairs;
- (i) without prejudice to paragraph 4 of this Schedule, the disclaimer of the Tenant's liability under this lease or the forfeiture of this lease;
- (j) the surrender of the lease in respect of part only of the Property, except that the Guarantor shall not be under any liability in relation to the surrendered part in respect of any period after the surrender; or
- (k) any other act or omission except an express written release [by deed] of the Guarantor by the Landlord.

2.3 Any sum payable by the Guarantor must be paid without any set-off or counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) against the Landlord or the Tenant.

3. Variations and supplemental documents

3.1 The Guarantor must, at the request of the Landlord, join in and give its consent to the terms of any consent, approval, variation or other document that may be entered into by the Tenant in connection with this lease (or the AGA).

3.2 The Guarantor shall not be released by any variation of the rents reserved by, or the tenant covenants in, this lease (or the Tenant's obligations under the AGA) whether or not:

- (a) the variation is material or prejudicial to the Guarantor;
- (b) the variation is made in any document; or
- (c) the Guarantor has consented, in writing or otherwise, to the variation.

3.3 The liability of the Guarantor shall apply to the rents reserved by and the tenant covenants in this lease (and the Tenant's obligations under the AGA) as varied except to the extent that the liability of the Guarantor is affected by section 18 of the LTCA 1995.

4. Guarantor to take a new lease or make payment

- 4.1 If this lease is forfeited or the liability of the Tenant under this lease is disclaimed and the Landlord gives the Guarantor notice not later than six months after the forfeiture or the Landlord having received notice of the disclaimer, the Guarantor must enter into a new lease of the Property on the terms set out in paragraph 4.2 of this Schedule.
- 4.2 The rights and obligations under the new lease shall take effect beginning on the date of the forfeiture or disclaimer and the new lease shall:
- (a) be granted subject to the right of any person to have this lease vested in them by the court and to the terms on which any such order may be made and subject to the rights of any third party existing at the date of the grant;
 - (b) be for a term that expires on the same date as the end of the Contractual Term of this lease had there been no forfeiture or disclaimer;
 - (c) reserve as an initial annual rent an amount equal to the Annual Rent payable under this lease at the date of the forfeiture or disclaimer or which would be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it [(subject to paragraph 5 of this Schedule) and which is subject to review on the same terms and dates provided by this lease]; [and]
 - (d) be excluded from sections 24 to 28 of the LTA 1954; and
 - (e) otherwise be on the same terms as this lease (as varied if there has been any variation).
- 4.3 The Guarantor must pay the Landlord's solicitors' costs and disbursements (on a full indemnity basis) and any VAT in respect of them in relation to the new lease and must execute and deliver to the Landlord a counterpart of the new lease within one month of service of the Landlord's notice.
- 4.4 The grant of a new lease and its acceptance by the Guarantor shall be without prejudice to any other rights that the Landlord may have against the Guarantor or against any other person or in respect of any other security that the Landlord may have in connection with this lease.
- 4.5 The Landlord may, instead of giving the Guarantor notice pursuant to paragraph 4.1 of this Schedule but in the same circumstances and within the same time limit, require the Guarantor to pay an amount equal to [six] months' Annual Rent and the Guarantor must pay that amount on demand.

5. Rent at the date of forfeiture or disclaimer

- 5.1 If at the date of the forfeiture or disclaimer there is a rent review pending under this lease, then the initial annual rent to be reserved by the new lease shall be subject to review on the date on which the term of the new lease commences on the same terms as those that apply to a review of the Annual Rent under this lease, such review date to be included in the new lease.

5.2 If paragraph 5.1 of this Schedule applies, then the review for which it provides shall be in addition to any rent reviews that are required under paragraph 4.2(c) of this Schedule.

6. Payments in gross and restrictions on the Guarantor

6.1 Any payment or dividend that the Landlord receives from the Tenant (or its estate) or any other person in connection with any insolvency proceedings or arrangement involving the Tenant shall be taken and applied as a payment in gross and shall not prejudice the right of the Landlord to recover from the Guarantor to the full extent of the obligations that are the subject of this guarantee and indemnity.

6.2 The Guarantor must not claim in competition with the Landlord in any insolvency proceedings or arrangement of the Tenant in respect of any payment made by the Guarantor pursuant to this guarantee and indemnity. If it otherwise receives any money in such proceedings or arrangement, it must hold that money on trust for the Landlord to the extent of its liability to the Landlord.

6.3 The Guarantor must not, without the consent of the Landlord, exercise any right or remedy that it may have (whether against the Tenant or any other person) in respect of any amount paid or other obligation performed by the Guarantor under this guarantee and indemnity unless and until all the obligations of the Guarantor under this guarantee and indemnity have been fully performed.

7. Other securities

7.1 The Guarantor warrants that it has not taken and covenants that it shall not take any security from or over the assets of the Tenant in respect of any liability of the Tenant to the Guarantor. If it does take or hold any such security it shall hold it for the benefit of the Landlord.

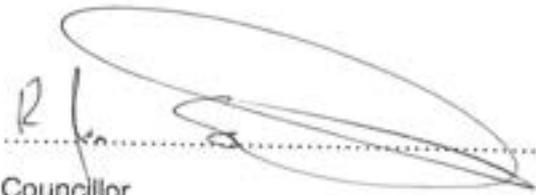
7.2 This guarantee and indemnity is in addition to and independent of any other security that the Landlord may from time to time hold from the Guarantor or the Tenant or any other person in respect of the liability of the Tenant to pay the Rents and to observe and perform the tenant covenants of this lease. It shall not merge in or be affected by any other security.

7.3 The Guarantor shall not be entitled to claim or participate in any other security held by the Landlord in respect of the liability of the Tenant to pay the Rents or to observe and perform the tenant covenants of this lease.

Executed as deed by **FLEET TOWN COUNCIL**

acting by two Councillors in the presence of

The Executive Officer/Proper Officer:

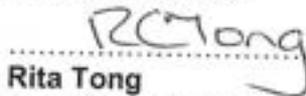


Councillor

R. S. SCHOFIELD

Councillor's Name

in the presence of:



Rita Tong

Executive Officer/Proper Officer – Fleet Town Council

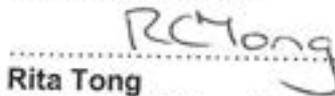


Councillor

S. TILLEY

Councillor's Name

in the presence of:

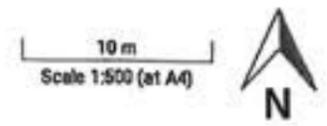
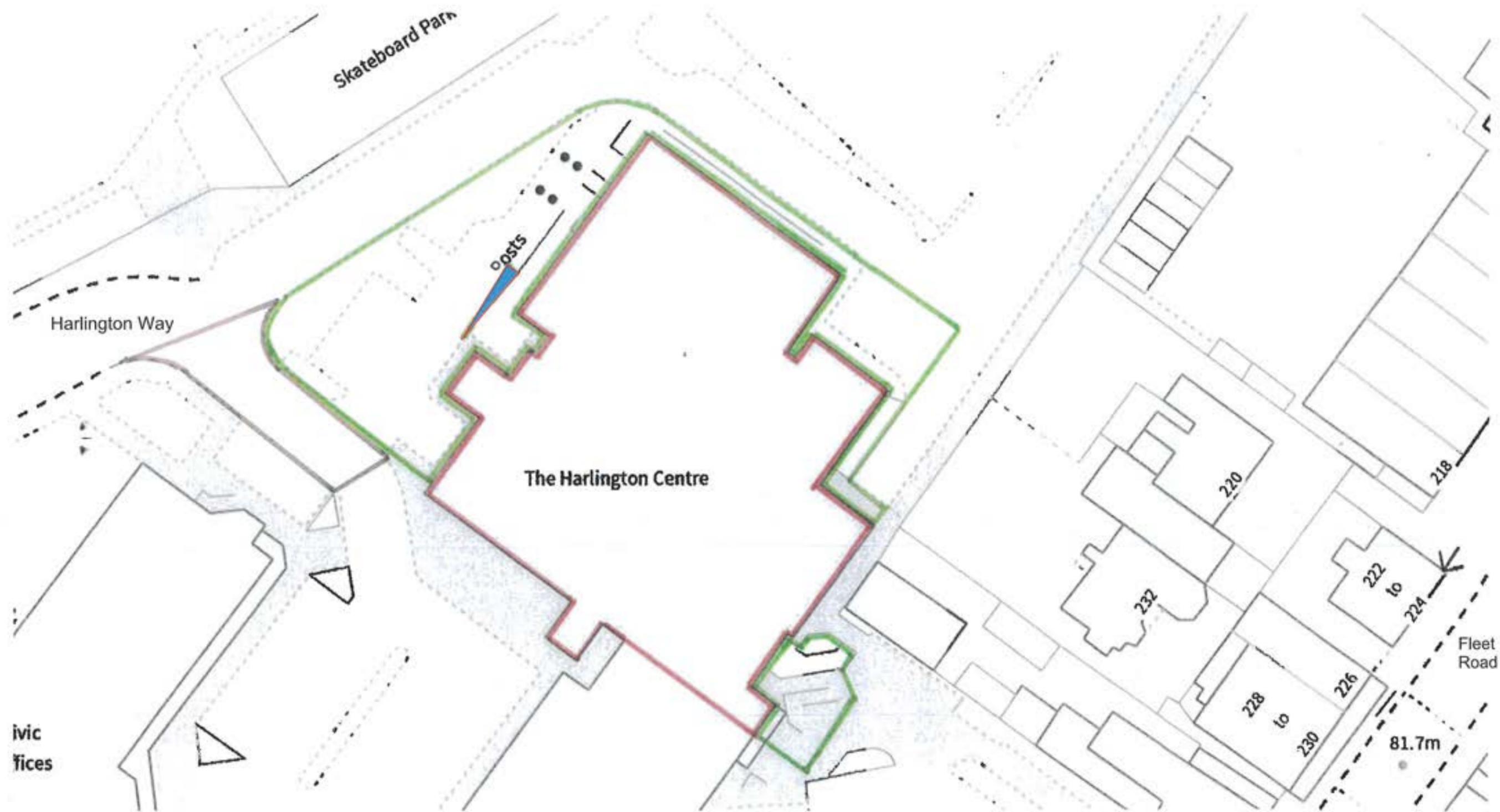


Rita Tong

Executive Officer/Proper Officer – Fleet Town Council

ANNEX A Property Plan

PROPERTY PLAN



ANNEX B Estate Plans

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

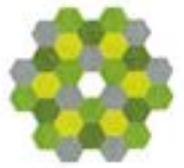
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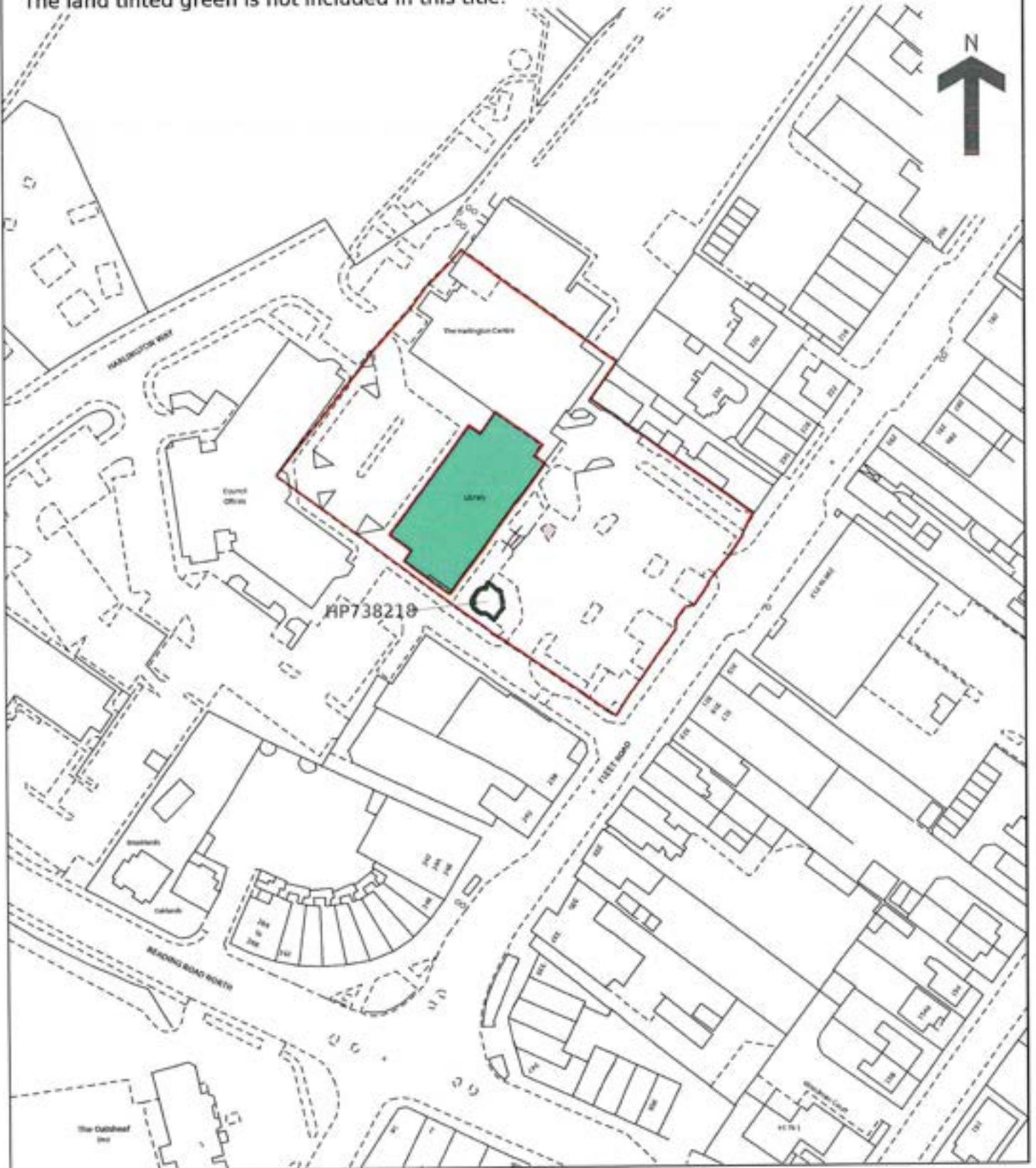
This official copy is issued on 25 June 2023 shows the state of this title plan on 25 June 2023 at 13:05:24. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Weymouth Office .

HM Land Registry
Official copy of
title plan

Title number **HP674183**
Ordnance Survey map reference **SU8054SE**
Scale **1:1250**
Administrative area **Hampshire : Hart**



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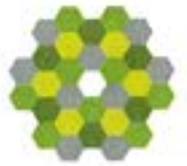
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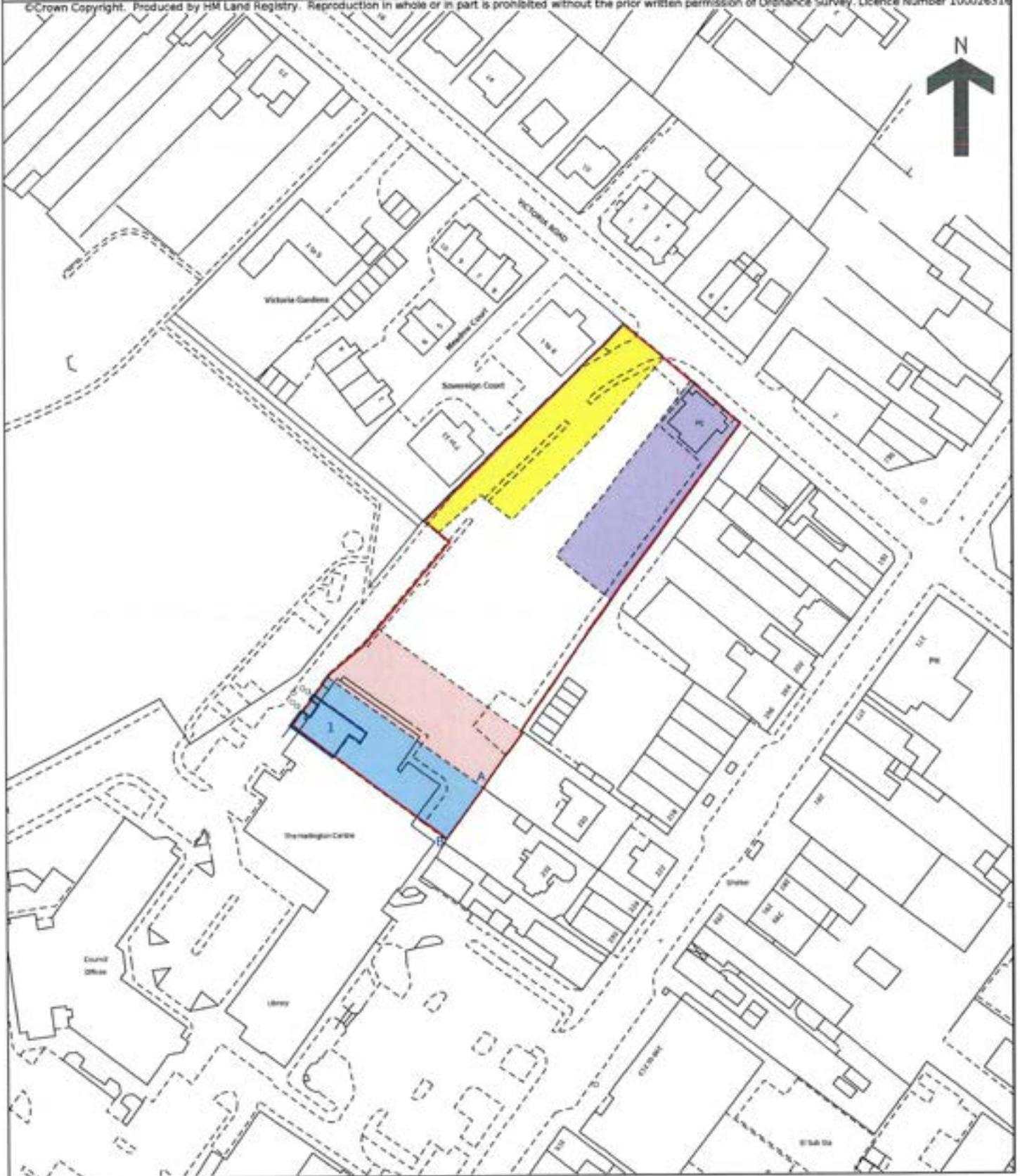
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Title number **HP675006**
Ordnance Survey map reference **SU8054SE**
Scale **1:1250**
Administrative area **Hampshire : Hart**



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There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

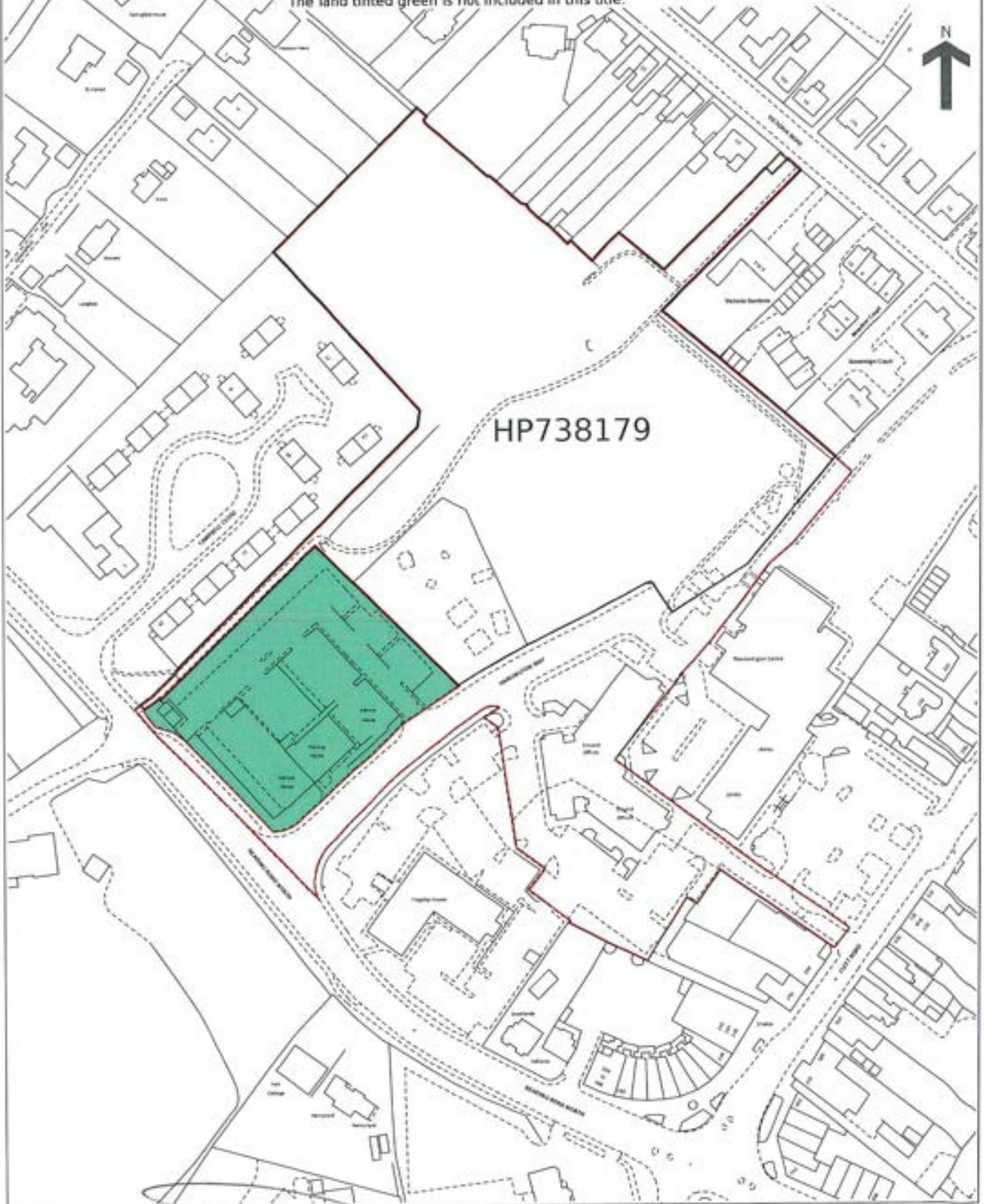
This official copy is issued on 21 May 2024 shows the state of this title plan on 01 November 2023 at 12:49:19. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Weymouth Office .

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Title number **HP676972**
Ordnance Survey map reference **SU8054SE**
Scale **1:1250**
Administrative area **Hampshire : Hart**



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