

SCHEDULE 10

Standard Form Licence and Lease

DATED

ESSEX COUNTY COUNCIL

and

[]

LICENCE TO OCCUPY

relating to []

Essex Legal Services
New Bridge House
60-68 New London Road
Chelmsford
Essex CM2 0PD

CONTENTS

Clause	Subject matter	Page
	OPERATIVE PROVISIONS.....	1
1.	DEFINITIONS	1
2.	INTERPRETATION	2
3.	GRANT OF LICENCE.....	2
4.	OBLIGATIONS OF LICENSEE.....	3
5.	NO TENANCY	4
6.	ALTERNATIVE PREMISES.....	4
7.	DETERMINATION	4
8.	INTEREST	4
9.	VAT	4
10.	NOTICES.....	5
11.	GOVERNING LAW AND JURISDICTION	5
	SCHEDULE 1 Rights granted to the Licensee	6
	SCHEDULE 2 Schedule of Condition	7

LICENCE TO OCCUPY

DATE

PARTIES

- (1) ESSEX COUNTY COUNCIL of County Hall, Chelmsford, Essex CM1 1LX (the "**Licensor**"); and
- (2) [] (company number []) whose registered office is at [] (the "**Licensee**").

OPERATIVE PROVISIONS

1. DEFINITIONS

In this licence except where a different interpretation is necessary in the context the words and expressions set out below shall have the following meanings:

"Business Hours"

means the hours of [] to [] on a Working Day;

["Licence Fee"

means [] per calendar month];

"Licence Period"

means the period commencing on [] and expiring on []:

"Plan"

means the plan annexed to this licence;

"Property"

means the premises known as [] [shown for the purpose of identification only edged red on the Plan];

"Schedule of Condition"

means the document set out at **Schedule 2**;

"Vacation Date"

means the date on which the Licensee vacates the Property following determination or expiry of this licence;

"VAT"

means value added tax or tax of a similar nature which may be substituted for it or levied in addition to it;

"Working Day"

means any day which is not a Saturday Sunday or a public or Bank Holiday in England and Wales.

2. INTERPRETATION

- 2.1 The clause, paragraph and schedule headings and the table of contents used in this licence are inserted for ease of reference only and shall not affect construction.
- 2.2 The schedules to this licence are incorporated into this licence. References in this licence and the schedules to the parties, schedules and clauses are references respectively to the parties, schedules to and clauses of this licence.
- 2.3 References to persons shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.
- 2.4 Except where the context specifically requires otherwise, words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part of the whole.
- 2.5 All agreements and obligations by any party contained in this licence (whether or not expressed to be covenants) shall be deemed to be and shall be construed as covenants by such party.
- 2.6 If any condition or covenant contained in this licence requires a party to it not to do an act or thing it shall be a breach of any such condition or covenant to permit or suffer such act or thing to be done.
- 2.7 Where a party consists of more than one person covenants and obligations of that party shall be deemed to be made jointly and severally.
- 2.8 If any provision of this licence is held to be invalid or unenforceable by any judicial or other competent authority, all other provisions of this licence will remain in full force and effect and will not in any way be impaired.
- 2.9 This licence does not confer any rights on any person or party other than the parties to this licence pursuant to the Contracts (Rights of Third Parties) Act 1999.

3. GRANT OF LICENCE

In consideration of the obligations undertaken by the Licensee in this licence, the Licensor grants to the Licensee the personal right during Business Hours throughout the Licence Period to use the Property and to exercise the rights set out in Schedule in accordance with the provisions of this licence.

4. OBLIGATIONS OF LICENSEE

- 4.1 [The Licensee shall pay the Licence Fee to the Licensor in advance, the first payment (being a proportionate part of the Licence Fee calculated on a daily basis in respect of the period commencing on [] and expiring on the date of this licence) to be paid on the date of this licence].
- 4.2 The Licensee shall pay or indemnify the Licensor against all rates taxes assessments duties charges impositions and outgoings payable in respect of the Property and a fair proportion of any such items which relate to other property as well as to the Property.
- 4.3 The Licensee shall pay all charges incurred for electricity gas water and telephone at the Property.
- 4.4 The Licensee shall pay to the Licensor any costs incurred by the Licensor in maintaining and cleansing the Property.
- 4.5 The Licensee shall pay to the Licensor the costs incurred by or charged to the Licensor for insuring the Property.
- 4.6 The Licensee shall not do anything upon the Property which may:
 - 4.6.1 invalidate any insurance of the Property whether effected by the Licensor or any other person; or
 - 4.6.2 increase any insurance premium payable in respect of the Property.
- 4.7 The Licensee shall not share or part with occupation of the whole or any part or parts of the Property or deal or purport to deal in any way with the benefit of this licence.
- 4.8 The Licensee shall not cause any nuisance or annoyance to the owner occupier or user of the Property or any other neighbouring or adjoining property.
- 4.9 The Licensee shall not use the Property for any purpose other than as offices.
- 4.10 The Licensee shall not allow the Property to be used for any illegal or immoral purpose.
- 4.11 The Licensee shall not impede or interfere with the Licensor's rights of possession and control of the Property.
- 4.12 The Licensee shall keep the Property clean tidy and clear of rubbish and make good any damage caused to the Property during the Licence Period and in no worse state and condition than exists at the date of this licence (including all fixtures and fittings in the Property), with reference to the Schedule of Condition annexed to this licence.
- 4.13 The Licensee shall not make any alterations or additions to the Property.
- 4.14 The Licensee shall indemnify and keep indemnified the Licensor against all actions claims costs damages demands expenses losses proceedings or other liability arising in any way from any breach of the provisions of this licence.
- 4.15 The Licensee shall observe such rules and regulations as the Licensor may from time to time make with regard to the use and management of the Property.
- 4.16 The Licensee shall at the expiry or sooner determination of this licence promptly:
 - 4.16.1 vacate the Property having removed all of the Licensee's belongings;

- 4.16.2 leave the Property clean, tidy and free from all rubbish; and
- 4.16.3 return any keys to the Property to the Licensor.

5. NO TENANCY

- 5.1 The Licensee is not entitled to exclusive possession of the Property.
- 5.2 This licence is personal to the Licensee and the Licensee has no right to assign part with or share the benefit of this licence or occupation of the Property.

6. ALTERNATIVE PREMISES

The Licensor may, by giving not less than [14] Working Days' written notice to the Licensee, require the Licensee to transfer its occupation to such other reasonably comparable premises as the Licensor specifies.

7. DETERMINATION

- 7.1 This licence may be determined by the Licensor immediately on notice to the Licensee (but without prejudice to any subsisting rights of action) following any breach by the Licensee of any of its obligations under this licence.
- 7.2 This licence may be determined by either party giving not less than [14] Working Days' written notice to the other to expire at the end of a complete calendar month of the Licence Period.
- 7.3 If this licence is determined in accordance with clause 7.1 or clause 7.2 the Licensor shall refund to the Licensee any part of the Licence Fee paid in advance and attributable to any period following the Vacation Date.

8. INTEREST

Any amount payable by the Licensee under this licence and not paid within ten Working Days of the date on which it became due shall bear interest at four per cent per annum above the base lending rate from time to time of Lloyds Bank Plc from the date on which such amount became due until the date on which it is paid.

9. VAT

All sums of whatever nature which are payable by the Licensee under this licence and which are now or shall at any time after the date of this licence become subject to VAT shall be deemed to be exclusive of VAT and the Licensee shall in addition to such sums pay any VAT payable or chargeable on them.

10. NOTICES

- 10.1 Any notice or other communication to be given under or in relation to this licence shall be in writing and may be sent to the registered office for the time being of the party to whom it is addressed or in the case of the Licensee to the Property.
- 10.2 Any notice or other communication shall be deemed to have been duly given:
 - 10.2.1 if sent by personal delivery upon delivery at the address of the relevant party;
 - 10.2.2 if sent by first class post two working days after the date on which it is posted; and
 - 10.2.3 if sent by fax when despatched.

11. GOVERNING LAW AND JURISDICTION

This licence is governed by and is to be construed in accordance with English law. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this licence.

This licence is executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this licence.

SCHEDULE 1

Rights granted to the Licensee

[The right during Business Hours:

- (a) to use the common parts of the building including but not limited to the accessways loading areas and yards;
- (b) to use the car parking spaces shown coloured [] on the Plan;]
- (c) to use the service area loading bay and goods lifts shown coloured [] on the Plan.]

SCHEDULE 2

Schedule of Condition

Executed as a Deed by affixing)
the common seal of)
ESSEX COUNTY COUNCIL)
in the presence of:)

Attesting Officer

[STANDARD EXECUTION OF
LICENSEE]

Standard Form Lease

DATED _____

ESSEX COUNTY COUNCIL

and

[]

LEASE

relating to
the highways depot at []

Term commences:

Rent commences:

Length:

Expires:

Rent:

Essex Legal Services
New Bridge House
60-68 New London Road
Chelmsford
Essex CM2 0PD

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	DEMISE AND RENT	2
3.	TENANT'S COVENANTS.....	3
4.	LANDLORD'S COVENANTS	11
5.	PROVISOS.....	12
6.	EXECUTION AS A DEED	16
<u>SCHEDULE 1 Easements and other rights</u>		
<u>granted.....16</u>		
<u>SCHEDULE 2 Exceptions and</u>		
<u>reservations.....17.....</u>		

<p>or</p> <p>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</p> <p>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</p>	<p>registration, this clause shall prevail.</p>
<p>LR5. Prescribed statements etc</p> <p>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete those Acts which do not apply to this lease.</p>	<p>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.</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Housing Act 1985</p> <p>Housing Act 1988</p> <p>Housing Act 1996</p>
<p>LR6. Term for which the Property is leased</p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p>NOTE: The information you provide, or refer to here, will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</p>	<p>From and including</p> <p>To and including</p> <p>OR</p> <p>The term as specified in this lease at clause/schedule/paragraph</p> <p>OR</p> <p>The term is as follows:</p>

<p>LR7. Premium</p> <p>Specify the total premium, inclusive of any VAT where payable.</p>	
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p>Include whichever of the two statements is appropriate.</p> <p>Do not set out here the wording of the provision.</p>	<p>This lease does not contain a provision that prohibits or restricts dispositions.</p> <p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc</p> <p>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>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</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	
<p>LR11. Easements</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p>

	<p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</p>	
<p>LR13. Application for standard form of restriction</p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p> <p>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</p>	<p>The Parties to this lease apply to enter the following standard form of restriction [Error: Unknown code [AGAINSTTHETITLEOFTHEPROPERTY]] or [Error: Unknown code [AGAINSTTITLENUMBER]]</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>or</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>or</p> <p>The Tenant is more than one person.</p>

	They are to hold the Property on trust Complete as necessary
--	--

LEASE

DATE

PARTIES

- (1) ESSEX COUNTY COUNCIL of County Hall, Chelmsford, Essex CM1 1LX (the “**Landlord**”); and
- (2) [] of [] (the “**Tenant**”).

NOW THIS DEED WITNESSES as follows:

12. DEFINITIONS AND INTERPRETATION

12.1 The following definitions apply in this Lease:

“Insured Risk”

means risks in respect of loss or damage by fire lightning earthquake explosion aircraft (other than hostile aircraft) and other aerial devices dropped therefrom riot and civil commotion political disturbances and malicious damage storm or tempest bursting or overflowing of water tanks apparatus or pipes flood and impact by road vehicles terrorism or such other risks as the Landlord may reasonably require the Tenant to insure against;

“Permitted Use”

means the use of the Premises as a highways depot;

“Planning Acts”

means the legislation from time to time in force relating to town and country planning and all licences consents permissions and conditions (if any) granted or imposed thereunder or under any enactment repealed thereby;

“Premises”

means the highways depot and shown edged red on the Plan;

“Prescribed Rate”

means four per cent per annum above the base lending rate from time to time of Lloyds Bank plc;

“Plan”

means the plan annexed to this Lease and numbered [];

“Usual Quarter Days”

means 25 March, 24 June, 29 September and 25 December;

“Rent”

means the sum of [] per annum due and payable yearly in advance by equal quarterly instalments on the Usual Quarter Days in each year of the Term exclusive of all outgoings;

“Term”

means the term commencing on the day of [] and expiring on the day of [] including any period of holding-over, extension or continuance of the Term whether by statute of common law;

- 12.2 Words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 12.3 The headings to the clauses and to the schedules shall be deemed not to form any part of this Lease and shall not affect the interpretation in any way.
- 12.4 A reference to a clause or schedule, unless stated otherwise, is to a clause of, or schedule to, this Lease.
- 12.5 Where any party to this Lease consists of two or more persons all covenants and agreements by and with such party shall be construed as covenants and agreements by and with such persons jointly and severally.
- 12.6 In any case where the Tenant is placed under a restriction by reason of the covenants and conditions contained in this Lease such restriction shall be deemed to include the obligation on the Tenant not to knowingly permit or allow the infringement of the restriction by any person claiming rights to use or enjoy the Premises through under or in trust for the Tenant.
- 12.7 Any reference to any statute or statutory provision shall include any modification extension or re-enactment of it for the time being in force and (so far as any liability thereunder may exist or can arise) shall include any past statute or statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced.

13. DEMISE AND RENT

In consideration of the Rent and of the Tenant's covenants hereinafter contained the Landlord demises to the Tenant the Premises including:

- 13.1 the internal and external surfaces of all buildings erections structures fixtures and fittings and appurtenances on the Premises

- 13.2 all sewers pipes channels wires cables drains ducts gutters watercourses and all other conducting media which are wholly in or on the Premises or which serve the Premises
- 13.3 all additions and improvements to the Premises
- 13.4 all Landlord's fixtures and fittings of every kind which shall from time to time be in or upon the Premises
- 13.5 all fences and walls belonging to the Premises

together with (but save only to the extent that the Landlord can lawfully grant same) the rights easements and privileges specified in Schedule 1 except and reserving to the Landlord and its successors in title the rights set out in Schedule 2 (but save only to the extent that the Landlord can lawfully reserve same) to hold the Premises to the Tenant subject to all rights easements restrictions and covenants affecting the Premises for the Term and paying during the Term the Rent.

14. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

14.1 To pay Rent

- 14.1.1 To pay the Rent and other sums reserved and any interest on arrears of rent as provided in the Lease on the days and in manner aforesaid without any deduction whatsoever other than any required by law.
- 14.1.2 The Tenant shall not exercise or seek to exercise any right or claim to withhold Rent or any right or claim to legal or equitable set-off.

14.2 Outgoings and VAT

- 14.2.1 To bear pay and discharge (or in the absence of direct assessment on the Premises to pay to the Landlord within 10 working days of written demand such reasonable and proper proportion as shall be reasonably determined by the Landlord's Surveyor) all existing and future rates taxes levies assessments duties outgoings charges and impositions whatsoever, including general and water rates sewerage gas electricity and telephone charges (whether imposed by statute or otherwise and whether of a national or local character) now or at any time or times during the Term assessed imposed or charged upon or payable in respect of the Premises or any part or parts of them and whether payable by the Landlord or the Tenant save for any such payable by reason of or arising out of the Landlord's dealing with its reversionary interest and any tax payable by the Landlord in respect of the Rent or other payments reserved or payable (other than (if applicable) VAT).
- 14.2.2 To pay VAT on taxable supplies made by the Landlord to the Tenant of goods and services under or in connection with this Lease and all consideration for goods and services supplied to the Tenant under or in

connection with this Lease shall be treated as exclusive of VAT chargeable in respect of them provided that where it is lawfully able to do so the Landlord shall provide a valid VAT invoice to the Tenant within 14 days.

- 14.2.3 To indemnify the Landlord against any unrecoverable VAT incurred by the Landlord in respect of the supply of goods and services to the Landlord where the relevant costs fees or other sums on which it is incurred are recoverable by the Landlord from the Tenant under the terms of this Lease but do not constitute taxable supplies of goods and services made by the Landlord to the Tenant.

14.3 **Interests on Arrears**

- 14.3.1 If the Tenant fails to pay the Rent or any other sum due under this Lease within 21 days of the due date whether formally demanded or not the Tenant shall pay to the Landlord interest at the Prescribed Rate on the Rent or other sum from the date when they were due to the date on which they are paid and such interest shall be deemed to be Rent due to the Landlord.
- 14.3.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay payment of the Rent or any other sum due under this Lease after the date upon which they fall due or in any way prejudice affect or derogate from the Landlord's rights in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Lease.

14.4 **Repair**

- 14.4.1 To maintain the Premises during the Term in a good and substantial state of repair and condition provided always that nothing herein contained shall require the Tenant to carry out any work to the Premises which would result in them being put into any better state of repair and condition than they were in at the commencement of the Term.
- 14.4.2 To keep the grounds and all other parts of the Premises free from weeds rubbish waste and vermin and in a neat and tidy condition to the entire satisfaction of the Landlord.
- 14.4.3 To not destroy maim move or make any alterations to any trees plants lawns paths on and within the Premises.
- 14.4.4 The Tenant shall make good any avoidable or wilful damage occurring at the Premises at the Tenant's expense to the Landlord's entire satisfaction.
- 14.4.5 To make good any stoppage to the drains exclusively serving the Premises entirely at the Tenant's expense and if the cost of making them good is incurred by the Landlord then the Tenant shall pay the cost to the Landlord on demand by way of reimbursement.

14.5 Permitted Use

14.5.1 Not to use and occupy the Premises otherwise than for the Permitted Use.

14.5.2 The Tenant shall be responsible for obtaining all statutory consents and to comply at the Tenant's expense with the Planning Acts and with all statutory provisions relating to the Premises and or to the Permitted Use to include all Health and Safety requirements of any competent authority or body.

14.6 Nuisance

Not do or permit to be done upon the Premises anything which may be or may become a hindrance nuisance annoyance disturbance inconvenience or cause damage to the Landlord or to the owners or any adjoining or neighbouring properties in the neighbourhood.

14.7 Alienation

The Tenant shall not assign transfer sub-let or part with possession of the whole of the Premises or any part of it nor allow any person or company to occupy the Premises or any part of it.

14.8 Alterations and Additions

14.8.1 The Tenant shall not make or allow any alterations improvements or additions to any part of the Premises nor cut or damage any of the roofs walls timbers or fittings nor to extract any gravel sand earth clay or soil from the Premises except for the works required to comply with the Tenant's covenants contained in clause 3.3 (Repair).

14.8.2 The Tenant will not during the Term erect or allow the erection of any building or make any structural alteration or addition to any building or erection in or upon the Premises and in the event of a breach of this condition becoming apparent to the Landlord then the Landlord shall be at liberty and at the Tenant's expense to enter the Premises and remove all such unauthorised alterations and additions that are found.

14.9 Insurance

14.9.1 To insure Premises with an reputable insurance company approved in writing by the Landlord (which approval shall not be unreasonably withheld or delayed) to the full re-instatement value including architects and surveyors fees and other fees (to include 2 years loss of rent) and additional costs resulting from statutory or other regulations and against loss or damage by the Insured Risks.

14.9.2 To provide on demand such evidence to the Landlord of such insurance as required by the terms of the Lease to be arranged by the Tenant and shall give notice to the insurance company of the Landlord's interest in the Premises and in the Policy if required by the Landlord.

14.9.3 The Tenant shall not do or permit or allow anything to be done that shall or may invalidate any insurance arranged in respect of the Premises.

- 14.9.4 To keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority may require and or as the Landlord may reasonably require and to maintain such equipment to their satisfaction and in efficient working order and at least once in every six months to allow a competent to inspect any fire fighting equipment.
- 14.9.5 The Tenant will not obstruct the access to any fire fighting equipment or the means of escape from the Premises nor lock any fire door while the Premises are occupied.
- 14.9.6 The Tenant will in the event of the Premises or any part being damaged or destroyed by fire or any other of the Insured Risks lay out the proceeds of the Policy to reinstate the Premises immediately at its own expense.
- 14.9.7 To immediately inform the Landlord in writing of any conviction judgement or finding of any court or tribunal relating to the Tenant (or any or any director other office holder or major shareholder of the Tenant) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or continue any such insurance of the Insured Risks.

14.10 **Storage**

- 14.10.1 The Tenant shall not store or bring upon the Premises any hazardous noxious or any other substances or other articles of a specially combustible inflammable or dangerous nature save and unless such substances are reasonably required for the purposes of the Permitted Use and are kept at all times securely stored to the Landlord's entire satisfaction and not do anything on the Premises that may render any insurance effected on the Premises void or voidable or that may increase the rate of premium .
- 14.10.2 To comply with all recommendations of the insurers and fire authorities as to fire precautions relating to the Premises.

14.11 **Defective Premises**

As soon as the Tenant becomes aware of any defect in the Premises, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.

14.12 **Aerials, Notices and Advertisements**

The Tenant shall not:-

- 14.12.1 affix attach or exhibit or permit upon any part the Premises any sign notice or advertisements or other notification
- 14.12.2 affix any pole mast or wire (whether in connection with telegraphic telephonic radio or television communication or otherwise) without the prior approval of the Landlord (which the Landlord shall have the absolute right to grant or to refuse).

14.13 Indemnity

- 14.13.1 To keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Premises and loss of amenity of the Premises) arising from any breach of any tenant covenants in this Lease, or any act or omission of the Tenant or their respective workers, contractors or agents or any other person on the Premises with the actual or implied authority of any of them.
- 14.13.2 The Landlord shall not be liable for any injury (including injury resulting in death) or damage to or loss of property which may occur to be sustained by the Tenant its assistants agents or others entering the Premises in the exercise or purported exercise of this Lease except such injury or damage as may occur by reason of the act or omission of the Landlord or agents acting within the scope of their authority.
- 14.13.3 To indemnify and keep indemnified the Landlord from and against all claims and liability in respect of such injury or damage and all actions proceedings costs damages and expenses and also from and against all other liability claims demands proceedings costs damages and expenses in respect of injury to persons (including injury resulting in death) and damage to or loss of property which may arise out of or in consequence of the exercise or purported exercise of this Lease except as mentioned above.

14.14 Public Liability Insurance

- 14.14.1 The Tenant shall in connection with the indemnity referred to in clause 3.13.2 and in clause 3.13.3 above immediately effect a public liability insurance policy (the "**Policy**") for a minimum of £5,000,000 (five million pounds) to include liability assumed under contract in respect of claims arising from any one incident and unlimited in any one year and to produce the Policy to the Landlord as soon as reasonably practicable and the Tenant shall maintain the Policy at all times during this Lease.
- 14.14.2 The Tenant will as evidence of these arrangements complete and submit an insurance certificate to the Landlord as soon as reasonably practicable in respect of each period of insurance effected.

14.15 Landlord's entry

- 14.15.1 To permit the Landlord and any person authorised by it with or without equipment to enter the Premises during normal trading hours upon not less than 48 hours' prior written notice (except in the case of emergency as to which the Landlord acting properly and reasonably shall be the conclusive arbiter):
- (a) to view the state and condition and user of the Premises;
 - (b) during the last six months of the Term to take lists of fixtures and fittings and anything else to be yielded up by the Tenant at the determination of the Term;

- (c) to establish by visual inspection whether there is any breach by the Tenant of any of its obligations under this Lease;
- (d) to perform any of the other Landlord's proper management functions in relation to the Premises; and
- (e) upon notice in writing of all defects decays and wants of reparation given by the Landlord and within six weeks after every such notice (or immediately in case of need) to commence to repair well and substantially and make good all such defects decays and wants of reparation to the Premises and the fixtures and fittings for which the Tenant is liable in this Lease and to complete the same works as soon as reasonably practicable provided always that if the Tenant shall make default in the execution of the repairs and works referred to in such notice it shall be lawful where such would be lawful if the Leasehold Property (Repairs) Act 1938 applied for the Landlord and any persons authorised by the Landlord (but without prejudice to the right of re-entry contained in this Lease) to enter upon the Premises and execute such repairs and works and the proper cost of them (including any surveyors' or other fees and VAT thereon and whether or not such repairs and works are executed by the Landlord) shall be repaid by the Tenant to the Landlord within 14 days of written demand by way of an indemnity,

14.15.2 PROVIDED THAT in relation to any right of entry to the Premises reserved by this Lease (whether pursuant to this clause 3.15 or otherwise) the Landlord or the person so entering shall:

- (a) cause as little damage and interference as possible to the Premises and the business carried on from the Premises;
- (b) as soon as reasonably practicable make good any damage caused (but not if such re entry is exercised due to the default of the Tenant);
- (c) ensure that adequate and reasonable access to the Premises is maintained at all times for the Tenant and its employees agents servants customers contractors and workpeople;
- (d) act in a reasonable and responsible manner;
- (e) wherever reasonably possible (except in case of emergency) make such entry outside normal trading hours;
- (f) cause as little damage as possible to the fixtures fittings and stock on the Premises; and
- (g) ensure that the Tenant's reasonable requirements are complied with as to temporary signage and a display of the Tenant's name and business.

14.16 **Registration of this Lease**

14.16.1 Promptly following the grant of this Lease, the Tenant shall apply to register this Lease at HM Land Registry.

14.16.2 The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly.

- 14.16.3 Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

14.17 Yield Up

The Tenant shall at the end of the Term or sooner determination, quietly yield up the Premises in accordance with the Tenant's covenants herein contained.

14.18 Sale of the reversion

The Tenant shall permit at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents.

14.19 Planning Acts

To comply (at the Tenant's expense) in all respects during the Term with the provisions and requirements of the Planning Acts so far as the same respectively relate to or affect the Premises or any part of them or any operations works acts or things already or in future to be carried out executed done or omitted thereon or the use of them for any purpose.

14.20 Statutory Notices

- 14.20.1 The Tenant shall during the Term of the Lease and at the Tenant's expense comply with all statutory and other notices and directions or otherwise which may be served on the Tenant or on the occupier or the Premises by a competent or other authority to include the Health and Safety Executive and supply copies of the same to the Landlord within 5 days of receipt and at the request of the Landlord to make or join in with the Landlord in respect of any objections or representations against or in respect of any such a notice or direction or order at the Tenant's expense.

- 14.20.2 To pay to the Landlord all costs charges and expenses including legal costs and fees payable to a surveyor which may be incurred by the Landlord in or in contemplation of any proceedings under s.146 of the Law of Property Act 1925 or any modification or re-enactment of it.

14.21 Acts of Parliament

To observe and comply with the provisions and requirements of all enactments (which expression in this Lease includes every Act of Parliament already or in future to be passed and every order regulation and bye-law already or in future to be made under or in pursuance of any such Act and every European directive issued by or under the authority of the European Parliament and without prejudice to the generality of the foregoing specifically includes the Factories Acts the Offices, Shops and Railway Premises Act 1963 the Fire Precautions Act 1971 the Health and Safety at Work etc. Act 1974 the Environmental Protection Act 1990 the Water Resources Act 1991 and the Environment Act 1995 and every order and

regulation made or to be made thereunder) so far as they relate to or affect the Premises and maintain so far as aforesaid all arrangements which by or under any enactment or bye-law are or may be required at any time during the Term to be executed provided or maintained whether by the Landlord or the Tenant and not at any time during the Term to do or omit or suffer to be done or omitted in or about the Premises any act or thing by reason of which the Landlord may under any enactment incur or have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses.

14.22 Copies of notices

Within 14 days of the receipt by the Tenant of the same (or sooner if there are time critical deadlines to be met) to supply a copy to the Landlord of any notice order or proposal for a notice or order or licence consent permission or direction given or made under any enactment and any regulations orders and instruments made thereunder or any refusal of or condition imposed under any such licence consent or permission and relating to the Premises ("**Regulatory Requirements**") and to permit the Landlord and all persons authorised by it at all reasonable times upon prior written notice to enter upon the Premises to inspect the same for any proper purpose in connection with the Regulatory Requirements.

14.23 Join with the Landlord in making appeals

At the request and cost of the Landlord to make or join with the Landlord in making any objection representation or appeal in respect of any Regulatory Requirement as the Landlord shall reasonably require but such shall be at the Tenant's sole cost if the relevant Regulatory Requirement has arisen as the result of some act or default of the Tenant.

14.24 No application for planning permission without consent

14.24.1 Not without the consent in writing of the Landlord (such consent not to be unreasonably withheld or delayed) to make or suffer to be made any application for any consent for change of use of the Premises.

14.24.2 Not to implement any planning permission without the Landlord's consent (which shall not be unreasonably withheld or delayed) unless the planning permission permits alterations or additions for which the Landlord's consent has been obtained under some other provision of this Lease in which case the Landlord's consent shall not be required.

14.25 Fire regulation

14.25.1 Not to use or permit or suffer to be used on any account except in case of fire or other emergency any doors or special exits provided for escape in case of fire.

14.25.2 At all times to comply with and observe the requirements of the relevant authorities having power to deal with means of escape from buildings in the event of fire so far as such requirements affect the Premises or the fixtures fittings or furniture in them.

14.25.3 Not to place or store or suffer to be placed or stored in the Premises any articles or things which are or may become especially dangerous combustible inflammable or explosive.

14.25.4 To keep the Premises sufficiently supplied and equipped with fire-fighting and extinguishing apparatus and appliances which shall be open to the inspection and maintained to the satisfaction of the local fire authority and also not to obstruct the access to or means of working of such apparatus and appliances.

14.26 **Encroachments**

Not to stop up darken or obstruct or suffer to be stopped up darkened or obstructed any windows or other openings belonging to the Premises nor knowingly to permit any encroachment or easement to be made or acquired on or over the Premises and that in case any encroachment or easement shall be made or acquired or attempted to be made or acquired the Tenant will on becoming aware of the same give immediate notice of it to the Landlord and at the request and cost of the Landlord will adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement.

14.27 **Cost of licences etc.**

To pay the proper and reasonable legal charges and surveyors' fees of the Landlord and any other proper and reasonable disbursements resulting from all applications by the Tenant for any consent of the Landlord required by this Lease and also the proper and reasonable legal charges and surveyors' fees actually incurred by the Landlord in cases where consent is refused or the application is withdrawn unless such consent is unreasonably or unlawfully refused or delayed or granted or proffered subject to unlawful conditions.

14.28 **Obligations in the schedules**

To observe and perform the obligations of the Tenant contained in the schedules to this Lease.

15. LANDLORD'S COVENANTS

The Tenant covenants with the Landlord as follows:

15.1 **Quiet enjoyment**

That the Tenant paying the rents reserved in this Lease shall and may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from or by the Landlord or any person lawfully claiming through under or in trust for it.

16. PROVISOS

Provided always and it is agreed and declared that:

16.1 Right of re-entry

If:

- 16.1.1 any of the rents hereby reserved or any part of them shall be in arrear for 21 days next after becoming payable (whether formally demanded or not);
- 16.1.2 there shall be any substantial breach non-performance or non-observance of any of the Tenant's material covenants contained in this Lease;
- 16.1.3 execution or distress is levied on the Tenant's goods in the Premises;
- 16.1.4 the Tenant is unable to pay its debts or has no reasonable prospect of paying its debts;
- 16.1.5 a bankruptcy order is made in respect of the Tenant or any of the persons comprised in the Tenant;
- 16.1.6 an interim order under section 253 of the Insolvency Act 1986 is made in respect of the Tenant or any of the persons comprised in the Tenant;
- 16.1.7 a person is appointed by the court to prepare a report in respect of the Tenant under section 273 of the Insolvency Act 1986;
- 16.1.8 an interim receiver is appointed of the property of the Tenant or any of the persons comprised in the Tenant under section 286 Insolvency Act 1986; or (where the Tenant is a company incorporated within the United Kingdom):
- 16.1.9 an order is made or a resolution passed for the winding-up of the Tenant (otherwise than a member's voluntary winding-up of a solvent company for the purpose of amalgamation or reconstruction previously consented to by the Landlord (consent not to be unreasonably withheld or delayed);
- 16.1.10 a provisional liquidator is appointed in respect of the Tenant;
- 16.1.11 a receiver (including an administrative receiver) or receiver and manager is appointed in respect of the Tenant or any of its assets or undertakings;
- 16.1.12 any voluntary arrangement is made pursuant to section 1 Insolvency Act 1986 in respect of the Tenant;
- 16.1.13 the Tenant is struck off the Register of Companies or is dissolved or shall cease for any reason to maintain its corporate existence;
- 16.1.14 (where the Tenant is an individual resident or a company incorporated outside the United Kingdom) proceedings or events analogous to those referred to in **clauses 16.1.9–16.1.15** shall be instituted or shall occur; or
- 16.1.15 the Tenant shall enter into any arrangement or composition for the benefit of the Tenant's or the Surety's creditors,

it shall be lawful for the Landlord at any time thereafter in any such case to re-enter the Premises or any part of them in the name of the whole and forfeit this Lease and thereupon the Term shall absolutely determine but without prejudice to any right of action of either party in respect of any antecedent breach by the other of any of its obligations in this Lease.

16.2 Notices

Any notices required to be given or served under these presents and not otherwise provided for shall be served or deemed to be served on either party if served in accordance with section 196 of the Law of Property Act 1925 provided that whilst this Lease is vested in [] (company registration number []) any such notices shall only be validly and properly served where sent to the Tenant's registered office from time to time and marked for the attention of the company secretary.

16.3 Landlord's development

Except as contained in this Lease nothing shall impose or be deemed to impose any restriction on the use of any land or building not comprised in these presents or give the Tenant the benefit of or the right to enforce or to have enforced or to permit the release or modification of any covenant agreement or conditions entered into by any purchaser from or by any tenant or occupier of the Landlord in respect of property not comprised in these presents or to prevent or restrict in any way the development of any land not comprised in these presents and further that except as contained in this Lease nothing shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any easement right or privilege whatsoever over or against the Premises or any adjoining premises which now does or hereafter shall belong to the Landlord which would or might restrict or prejudicially affect the future rebuilding alteration or development of the Premises or such adjoining premises and that the Landlord shall have the right at any time to make such alteration to or to pull down and rebuild or redevelop the Premises or any adjoining premises as it may deem fit without obtaining any consent from the Tenant so long as the Tenant's beneficial use and occupation of the Premises is not materially and/or adversely affected and so long as access to and egress from the Premises is maintained.

16.4 No implied rights

Nothing in this Lease shall by implication of law or otherwise operate or be deemed to confer on the Tenant any easement right or privilege whatsoever over or against any property adjoining neighbouring or contiguous (without prejudice to the rights expressly granted to the Tenant) and section 62 of the Law of Property Act 1925 shall not apply.

16.5 Uninsured Risks

If the Premises or the access thereto is destroyed or damaged by an uninsured risk as to render the Premises unfit for occupation or use or

inaccessible then unless the damage or destruction is due to a deliberate act or omission of the Tenant:

- 16.5.1 on or before the first anniversary of the date of such destruction or damage (the "**Decision Date**") the Landlord shall serve a written notice on the Tenant stating whether or not it proposes to reinstate the Premises so as to render the Premises wholly fit for occupation and use and accessible (the "**Decision Notice**");
- 16.5.2 if the Landlord fails to serve a Decision Notice on or before the Decision Date then the Landlord shall be deemed to have served a Decision Notice stating it does not propose to carry out the reinstatement of the Premises;
- 16.5.3 if the Landlord serves or is deemed to have served a Decision Notice stating that it does not propose to carry out a reinstatement then this Lease shall be treated as determined with effect from the Decision Date but subject nevertheless to the provisions of **clause 16.5.5** below;
- 16.5.4 nothing in the terms of this Lease shall place the Landlord under an obligation to reinstate the Premises or the access thereto if damage has been caused by an uninsured risk; and
- 16.5.5 termination of the Term shall be without prejudice to any claim by any party in respect of any antecedent breach of any obligation under this Lease.

Any dispute relating to this **clause 5.5** shall be referred to arbitration in accordance with the Arbitration Act 1996 to a single arbitrator agreed between the Landlord and the Tenant or in the absence of agreement, nominated on the application by either party by the President for the time being of the Royal Institution of Chartered Surveyors.

16.6 **Representations and warranties**

The Landlord gives no warranty and neither the granting of this Lease nor any provision of it shall operate or be construed as warranting that:

- 16.6.1 the Premises or any part of them are suitable for the purpose or purposes of the Tenant or any use to which (whether subject to conditions or not) the Tenant may be at liberty or may be required under the provisions of this Lease to put the Premises; and
- 16.6.2 the Premises or any part of them are authorised to be used for the use from time to time permitted herein under the Planning Acts or under any other laws or regulations for the time being in force.

16.7 **Removal of property after determination of Term**

If at such time as the Tenant has vacated the Premises after the determination of the Term either by effluxion of time or otherwise any property of the Tenant shall remain in or on the Premises and the Tenant shall fail to remove the same within 14 days after being requested to do so by the Landlord in writing then and in such case the Landlord may as the

agent of the Tenant (and the Landlord is appointed by the Tenant to act in that behalf) sell such property and shall hold the proceeds of sale after deducting the reasonable and proper costs and expenses of removal storage and sale reasonably and properly incurred by it to the order of the Tenant provided that the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the bona fide mistaken belief (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant and was liable to be dealt with as such pursuant to this **clause 5.7**.

16.8 Choice of law and submission to jurisdiction

This Lease shall be governed by and construed in accordance in all respects with the laws of England and the parties hereby submit to the exclusive jurisdiction of the High Court of Justice in England in relation to all disputes and matters relating to these presents.

16.9 Excluding the Contracts (Rights of Third Parties) Act 1999 ("RTP Act")

A person who is not a party to this Lease has no right under the RTP Act to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from the RTP Act.

16.10 Costs

16.10.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this Lease;
- (b) serving any notice in connection with this Lease under section 146 or 147 of the Law of Premises Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this Lease; or
- (e) any consent or approval applied for under this Lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

16.10.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this Lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

16.11 Landlord and Tenant (Covenants) Act 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

16.12 Exclusion of sections 24-28 of the Landlord and Tenant Act 1954 (“LTA 1954”)

16.12.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, before this Lease was entered into;
- (b) [NAME OF DECLARANT] who was duly authorised by the Tenant to do so made a statutory declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this Lease gives effect.

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

17. EXECUTION AS A DEED

This Lease has been executed as a deed but is not delivered until it has been dated.

SCHEDULE 1

Easements and other rights granted

1. The right to the free and uninterrupted passage and running of water gas electricity and soil and all other services from or to the Premises through the pipes cables wires sewers and drains and watercourses or through any other conducting media as are now existing in under or upon the Landlord's adjoining or neighbouring Premises.
2. All rights of support shelter and protection now enjoyed by the Premises from the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring property.
3. All easements quasi easements and similar rights as now enjoyed by the Premises from the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring premises.
4. A right of way with or without vehicles to and from the Premises and to and from the Public Highway over the land shown hatched brown on the Plan.

SCHEDULE 2

Exceptions and reservations

1. The right to the free and uninterrupted passage and running of water gas electricity and soil and all other services from or to the Landlord's adjoining or neighbouring premises through the pipes cables wires sewers and drains and watercourses or through any other conducting media as are now existing in under or upon the Premises.
2. All rights of support shelter and protection now enjoyed by the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring property.
3. All easements quasi easements and similar rights as now enjoyed by the adjoining or neighbouring premises of the Landlord or by any other adjoining or neighbouring premises.

Executed as a Deed by affixing)
the common seal of)
ESSEX COUNTY COUNCIL)
in the presence of:)

Attesting Officer

[STANDARD EXECUTION OF
TENANT]