

DATED _____ 2019

WOODBIDGE TOWN COUNCIL

and

XXXXXXXX

LEASE

-relating to-

Kingston Pavilion, Kingston Field, Woodbridge, Suffolk

LEASE dated the

day of

2019

BETWEEN

(1) 'THE Landlord': **WOODBIDGE TOWN COUNCIL** of Shire Hall, Market Hill, Woodbridge, Suffolk and whoever for the time being owns the interest in the Property which gives the right to possession of it when this Lease ends

(2) 'THE Tenant': **XXXXXXXXXX** of

1. IN this lease:

- 1.1 WHENEVER there is more than one tenant all their obligations can be enforced against all of the tenants jointly and against each individually
- 1.2 A REFERENCE to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it
- 1.3 A RIGHT given to the Landlord to enter the Property extends to anyone the Landlord authorises to enter, and includes the right to bring workmen and appliances onto the property for the stated purpose
- 1.4 AUTHORITY given to a person to enter the Property after giving notice, extends to a right of entry without giving any notice at all in case of emergency
- 1.5 ANY obligation to pay money refers to a sum exclusive of value added tax ('VAT') and any VAT charged on it is payable in addition
- 1.6 INTEREST means interest at four percent over the Barclays Bank plc base lending rate or if the base lending rate stops being used or published that at a comparable rate reasonably determined by the Landlord
- 1.7 EXCEPT where the context otherwise requires, words denoting the singular include the plural and vice versa: words denoting any gender include all genders; words denoting persons include firms and corporations and vice versa
- 1.8 THE 'Building' means the single storey building known as Kingston Pavilion at Kingston Field, Woodbridge, Suffolk which is shown edged red on the attached plan

- 1.9 COMPLETION DATE: the date determined in accordance with clause 6.8
- 1.10 LANDLORDS CONVEYANCER: Birketts Solicitors
- 1.11 NEW LEASE: the lease of the Property (the terms of which are set out in clause 6.5 to be granted upon the exercise of the Option)
- 1.12 OPTION: the option granted by the Landlord to the Tenant by this clause
- 1.13 OPTION NOTICE: written notice exercising the Option in accordance with the terms of this clause
- 1.14 OPTION PERIOD: the period from and including the date of this lease up to and including
2. IN exchange for the obligations undertaken by the Tenant:
- 2.1 THE Landlord lets the Property described below ('the Property') to the Tenant for the term of 4 years starting on xxxxxx and ending on xxxxx (hereinafter the 'Lease Period') on the Tenant agreeing to pay rent at the rate set out in the First Schedule (hereinafter the 'basic rent')
- 2.2 'THE Property' is all those parts of the interior of the Building excluding for the avoidance of doubt the public toilet situated next to the Property and all structural and external parts of the Building
- 2.3 THE Property is let with the rights mentioned in the Second Schedule, but the letting is subject to the rights mentioned in the Third Schedule
3. THE Tenant agrees with the Landlord:
- 3.1 TO pay the basic rent per annum at the rate set out in the First Schedule hereto monthly in advance on the 25th of each month by direct debit or bankers order (whichever the Landlord shall specify from time to time) (the first and last sums being proportionate sums if appropriate)
- 3.2 NOT to reduce any payment of rent by making any deduction from it or by setting any sum off against it

- 3.3 TO pay promptly to the authorities to whom they are due all taxes and outgoings relating to the Property including any which are imposed after the date of this lease (even if of a novel nature) and in default of any direct assessment in respect of the Property to reimburse the Landlord in respect of a fair and reasonable proportions paid by the Landlord in respect of the Property upon demand such proportion to be assessed in the event of dispute by the Landlord's surveyor acting reasonably whose decision shall be binding save in the case of manifest error
- 3.4 a. TO pay all services including (without limitation) electricity gas and telephone charges levied upon the Property within 14 days of receipt of the account from the relevant department or authority
b. TO pay promptly a fair and reasonable proportion of all charges where the supply is shared such a proportion to be assessed by the Landlord's surveyor in the event of a dispute acting reasonable whose decision shall be binding save in case of manifest error
- 3.5 TO keep in good repair and decoration and in a neat and tidy state and condition all parts of the Property, and all additions to it, which this lease does not make the Landlords responsibility
- 3.6 TO maintain the Landlord's fixtures and fittings in good repair and condition and to renew and replace from time to time any of the said fixtures and fittings which may become beyond repair to the Landlord's reasonable satisfaction
- 3.7 a. NOT to add to or alter the layout of any fittings or fixtures or any of the services nor lay or connect to any conduits within the Property without the prior written consent of the Landlord (such consent not to be unreasonably withheld or delayed)
b. NOT to make any non-structural alterations to the Property without the prior written consent of the Landlord (such consent not be unreasonably withheld or delayed)
c. NOT by any action to prejudice the structure of the building or contents of the Property or any part thereof
d. NOT to construct any foundations or any structures, concrete or otherwise at or on the Property not make any structural changes or alterations whatsoever
- 3.8 a. In this clause:
i. 'the Planning Acts' means the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 and the rules, regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990, as they apply from time to time
ii. 'Permission' means permission given under the Planning Acts to carry out development

- b. TO comply with the Planning Acts as they affect the Property
 - c. NOT to carry out any alteration or development on the Property which requires Permission
 - d. IF the Landlord requires, and at the Landlord's expense, to join the Landlord in making representations about any proposed development on the Property which requires Permission
 - e. TO allow the Landlord to enter the Property to comply with any lawful requirements under the Planning Acts, even if that restricts the enjoyment of the property
 - f. NOT in connection with the Property to approach or negotiate with the relevant planning authority nor any authority concerned with building regulations fire and public hygiene regulations such application if necessary to be made by the Landlord at the cost of the relevant and appropriate party
- 3.9 IF any authority acting under an Act of Parliament requires that the property be altered, added to or modified or that any fixtures or equipment be installed or removed:
- i. TO give the Landlord promptly a copy of any notification received to that effect
 - ii. TO do the work required unless it is the Landlord's responsibility under the terms of this lease to do it
- 3.10 NOT to damage, break into, alter or add to the mains electrical, gas, water and drainage systems of the Property nor allow anyone else to do so without the Landlord's appropriate consent
- 3.11 IF the Landlord gives the Tenant notice of any failure to do repairs required by this lease, to start the work within two months, or immediately in case of emergency, and to proceed with it diligently. In default, the Landlord is entitled to enter the Property to do it, and the Tenant must pay the reasonable and proper cost of it on demand
- 3.12 TO allow the Landlord to enter the Property at any reasonable time on reasonable prior notice to inspect the state of it or to value it for insurance purposes
- 3.13 NOT to insure any part of the Property, including any addition to it or Landlord's fixture except in accordance with the terms of this lease
- 3.14 NOY to do anything or act in any way which will or may result in the insurance of the property being void or voidable, or in the premium for it being increased, nor to allow anyone else to do so
- 3.15 TO maintain full insurance cover against all risks relating to the Tenant's business conducted at the Property (including the goods and

fixtures and fittings of the Tenant) and the operation of the lease including but without prejudice to the generality of the foregoing insurance policies in respect of liability to customers staff or other visitors to the Property and employer liability and display the current insurance certificate(s) on the Property and to comply with all requirements of the Tenant's insurers

- 3.16 TO indemnify the Landlord against all actions costs claims liabilities and demands whatsoever in respect of personal injury damage or other losses resulting from any negligent act omission or default of the Tenant its servants or agents carried on or in connection with the Property
- 3.17 TO comply with all reasonable requirements of the Landlord's insurers
- 3.18 NOT to use the Property, or any part of it, except for the purposes of a Tea Shop (the 'use allowed') provided that the Landlord gives no warranty that such use allowed is authorised for the purposes of the Planning Acts nor to allow anyone else to do so and not knowingly or wilfully to display any goods on the Property which are not of merchantable quality or not reasonably fit for their purpose
- 3.19 NOT to sell or provide any alcoholic drinks for consumption on or off the Property nor to apply for any liquor licences in respect of the Property
- 3.20 NOT to carry on upon the Property or upon any part of it, or permit or suffer to be carried on any of the following, nor allow anyone else to do so:
- Activities which are dangerous, offensive, noxious, noisome, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property
- 3.21 NOT to hold an auction sale on the Property nor allow anyone else to do so
- 3.22 a. TO comply fully with the terms of any Act of Parliament, regulation, licence or registration authorising or regulating the use of the Property and/or the trade or business carried on by the Tenant therein
- b. To do everything necessary to obtain, continue and renew any licence or registration required by law for using the Property for the use allowed, including paying all fees

- 3.23 NOT to enter upon the Property nor to open the Property to the public except between the hours of 9.00 am and 7.00 pm Monday to Sunday from 1 March to 30 September and from 1 October to 1 March between the hours of 9.00 am and 4.00 pm Monday to Sunday or any other hours or restrictions imposed by the relevant local authority. At all times to comply with the Landlord's reasonable requirements regarding locking of doors and gates and on any other security matters
- 3.24 TO equip the Property with the necessary fittings to maintain an adequate tea shop for use by members of the public using the recreational facilities of Kingston Field and the adjoining tennis club and football club and to keep the Property properly stocked and merchandised and regularly open and staffed during the usual opening hours mentioned above and generally carry on business within the property to the reasonable satisfaction of the Landlord
- 3.25 a. TO remove all rubbish of a day to day nature from the Property and into a designated local authority waste bin or bins at least daily
b. TO remove all other waste connected with the carrying on of the Tenant's business from the Property at the Tenant's own expense
- 3.26 NOT to discharge any trade effluent (as defined in the Water Industry Act 1991 as amended) from the Property or any apparatus therein into the public sewers or the Landlord's sewers or into any pipe or drain communicating therewith except in such manner at such temperature in such quantities at such rates at such times of such composition after such treatment (whether for the removal of constituent parts or for the rendering of effluent neither acid nor alkaline or otherwise) on payment of such charges and subject to any other condition whatsoever as the Landlord or other appropriate authority may from time to time reasonably direct
- 3.27 NOT to allow anything but uncontaminated water to enter surface water drains and sewers and to properly maintain any traps provided in the Property in a clean condition and to permit inspection of such traps by or on behalf of the Landlord at any reasonable time upon reasonable written notice
- 3.28 TO obey any reasonable regulations which the Landlord makes from time to time
- 3.29 TO allow anyone who reasonably needs access in order to inspect, repair or clean neighbouring property, or any sewers, drains, pipes, wires or cables serving neighbouring property, to enter the Property at any reasonable time

- 3.30 TO obtain the Landlord's written consent (which shall not be unreasonably withheld or delay) to the size, style, colouring, lighting and position of any announcement of the Tenant's name, trading name or trade on or visible from outside of the Property
- 3.31 TO give the Landlord promptly a copy of any notice received concerning the Property
- 3.32
- a. IN this clause, 'to deal with' means to assign
 - b. NOT to deal with the whole Property; and
 - c. NOT to deal with part of the Property separately from the rest of it; and
 - d. NOT to mortgage or charge part or the whole of the Property
- 3.33 NOT to sublet part with possession or hold on trust or share the whole Property or any separate part of it except that the Tenant may be permitted to enter into hiring arrangements with the tennis and football clubs provided that neither club shall acquire any security of tenure of the Property and shall not be allowed exclusive possession of it
- 3.34 BEFORE the lease ends (howsoever it ends) remove all items belonging to the Tenant from the Property and to restore the Property and any fixtures and fittings belonging therein to the Landlord in the state in which this lease requires the Tenant to keep them and, if the Landlord gives the Tenant notice, the Tenant shall remove any alterations it has made to the Property and make good any damage caused to the Property by that removal
- 3.35 TO pay the Landlord's reasonable and proper costs incurred as a result of the Tenant applying for the Landlord's consent or approval whether or not it is granted except where the Landlord's consent is unreasonably withheld or delayed in contravention of the terms of this lease
- 3.36 To pay all reasonable and proper expenses (including legal and surveyor's fees) which the Landlord incurs in connection with or in proper contemplation of:
- i. Preparing and serving a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order
 - ii. Preparing and serving a schedule of dilapidation in connection with this lease not later than three months after the end of the term but only relating to breaches during the Tenant's occupation
 - iii. Enforcing any of the tenant covenants of this lease

- 3.37 TO give written notice of the Landlord upon immediately becoming aware of any defect in the Property which might give rise to an obligation on the Landlord in compliance with the duty of care imposed on the Landlord pursuant to the Defective Premises Act 1972 and at all times to display and maintain all notices which the Landlord may from time to time require to be displayed at the Property
- 3.38 TO pay the Landlord interest on any rent or other payment that has not been paid by the date it is due whether it is formally demanded or not
- 3.39 IF the Landlord so reasonably requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it
- 3.40 TO maintain the highest standards of cleanliness and hygiene and freedom from infection, contamination and infestation by any form of pest which is a health hazard in all parts of the Property used for the storage, preparation, display, serving and consumption of food and in particular but without prejudice to the generality of the foregoing to carry out Legionella tests on a weekly monthly quarterly and annual basis and to be responsible for maintenance and regular checking of the fire alarm and to carry out any repairs or works associated with complying with this covenant at the Tenant's own cost
4. THE Landlord agrees with the Tenant:
- 4.1 SO long as this lease continues and the Tenant complies with its terms, to allow the Tenant to occupy the Property without interference
- 4.2 TO keep the exterior and main structure of the Property and Building in good repair and suitably decorated and to carry out all works necessary to the structure of the Property and the Building as a result of any statutory requirement other than works which the Tenant is required to do pursuant to this Lease
- 4.3 TO use all reasonable endeavours to maintain water and electricity supplies to the Property sufficient for the authorised use thereof at the Landlord's expense
5. THE parties agree that:
- 5.1 The Landlord is entitled to forfeit the lease by entering any part of the Property whenever the Tenant:

- i. Is fourteen days late after written demand for payment of any rent
- ii. Has not complied with any obligation in this agreement
- iii. When an individual: is, are or one is adjudicated bankrupt or an interim receiver is appointed over the property of the Tenant
- iv. When a company: it or one of them goes into liquidation unless that is solely for the purpose of amalgamation or reconstruction when solvent and administrative receiver of it is appointed or an administration order is made in respect of it

The forfeiture of this lease does not cancel any outstanding obligation which the Tenant owes the Landlord or vice versa

- 5.2 a. DURING any period (maximum: two years) when all or part of the Property cannot be put to its accustomed use because it, or any means of access to it, has suffered damage from an insured risk, the basic rent payable under this lease is suspended or reduced as appropriate, unless or to the extent that the insurers do not pay under the policy because of something done, or not done, by the Tenant. Any dispute whether and how this clause applies is to be referred to arbitration.
- b. IF damage to the Building prevents the Property being put to its accustomed use for longer than six months, then either party may end this lease by giving the other one month's notice after six months from the date of damage taking effect at the time save (in the case of the Tenant's notice) where such damage is a result of something done or not done by the Tenant
- 5.3 THE Landlord served a notice on the Tenant as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 (as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003), applying to the tenancy created by this lease, before this lease was entered into; and
 - 5.3.1 XXXXX made a statutory declaration datedin accordance with requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954
- 5.4 PERSUANT to the provisions of the Landlord and Tenant Act 1954 Section 38(A)(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the parties agree that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 are excluded in relation to the tenancy created by this lease
- 5.5 THE parties agree that there is no agreement to which this lease gives effect

- 5.6 THE Tenant is not entitled (in so far as the law allows) to any compensation under section 37 of the Landlord and Tenant Act 1954 when this agreement ends
- 5.7 ANY disputed matter referred to arbitration under this agreement is to be decided by arbitration under the Arbitration Act 1996 by a single arbitrator appointed by the parties to the dispute. If they do not agree on the appointment, the then President of the Royal Institution of Chartered Surveyors may appoint the arbitrator at the request of either party
- 5.8 THE rules as to the service of notices in section 196 of the Law of Property Act 1925 apply to any notice given under this agreement
6. Option to renew
- 6.1 The Landlord grants the Tenant, during the Option Period, an option to take the New Lease
- 6.2 The Tenant may exercise the Option at any time during the Option Period by serving an Option Notice on the Landlord, The Option Notice must:
- a. Be given in accordance with clause 5.8 of this lease
 - b. Exercise the Option in respect of the whole of the Property and not in respect of part only
- 6.3 The service of the Option Notice by the Tenant shall be of no effect if, at the date of service of the Option Notice or at the Completion Date, there is a subsisting material breach of any of the Tenant covenants of this Lease
- 6.4 If the Option is exercised in accordance with the terms of this clause, the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, provided that;
- a. The Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant
 - b. No premium is payable for the grant of the New Lease
- 6.5 The New Lease shall:
- a. Include all of the terms, requirements, covenants and conditions contained in this Lease except to the extent that they are inconsistent with the terms of this clause
 - b. Be for a term of years beginning on and including And ending on and including
 - c. Be at an annual rent at the following rates:
 - i. The first year at £..... per annum
 - ii. The second year at £..... per annum

- iii. The third year at £..... Per annum
- iv. The fourth year at £..... per annum
- d. Exclude any further option to renew

- 6.6 The parties confirm that:
- a. The Landlord served a notice on the Tenant as required by section 38)(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the New Lease before this Lease was entered into
 - b. XXXX made a statutory declaration date in accordance with the requirements of section 38)(3)(a) of the LTA 1954
- 6.7 If the Option is exercised, the Tenant will pay the Landlord's reasonable legal costs and disbursements incurred in connection with the grant of the New Lease on the Completion Date
- 6.8 Completion of the New Lease will take place on the date 10 working days after the service of the Option Notice
- 6.9 If the Option is not exercised in accordance with the terms of this clause then, immediately after the expiry of the Option Period, the Tenant will remove all entries relating to the Option registered against the name of the Landlord

IN WITNESS whereof the parties have executed this the day and year first before written

First SCHEDULE

Rent to be paid by the Tenant to the Landlord

- 1. During the Lease Period the basic rent shall be at the following rates per annum:
 - 1.1 The first year of the Lease period - £..... per annum
 - 1.2 The second year of the Lease period - £..... per annum
 - 1.3 The third year of the Lease period - £..... per annum
 - 1.4 The fourth year of the Lease period - £ per annum

Second SHCEDULE

Rights granted with the Property

1. The right to receive such services available at the Building through wires and other media running through the Building and to enter such parts of the Building to repair and maintain those wires and other media, giving reasonable notice and promptly repairing all damage caused
2. The right of support and protection from the Building
3. Such pedestrian rights of access and egress over the Building as are necessary for the use allowed of the Property

Third SCHEDULE

Rights to which the Property is let subject

1. The right of the Landlord and those authorised by the Landlord to run water, gas, electricity and waste through any drains, pipes and wires in the Property
2. The right of the Landlord and any person authorised by the Landlord who needs access to inspect repair and maintain any of those drains, pipes, wires and meters or similar apparatus or for the Landlord to comply with the terms of the Lease to enter the Property, with workmen and appliances if necessary, to do the work.
3. The right of the Landlord and those authorised by the Landlord to execute works and erections on adjoining or neighbouring property in such manner as they think fit notwithstanding that interference may thereby be caused to the access of light and air to the Property
4. The right of way over the Property at all times for the Landlord and those authorised by the Landlord at all times for the purpose of gaining access to other parts of the Building and adjoining property in the Landlord's ownership
5. The right of the Landlord and those authorised by the Landlord to erect appropriate directional signage on the exterior parts of the Property