

DATED

CAFE LEASE

relating to

**PART OF WEST PARK PAVILION, WEST PARK, PRESTBURY ROAD,
MACCLESFIELD**

between

CHESHIRE EAST BOROUGH COUNCIL

and

[TENANT]

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ANNEX

Schedule of Condition

This lease is dated

HM Land Registry

Landlord's Title number: CH589578

Administrative area: Cheshire East

PARTIES

- (1) CHESHIRE EAST BOROUGH COUNCIL of Westfields, Middlewich Road, Sandbach, Cheshire CW11 1HZ (**Landlord**).
- (2) [**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [**NUMBER**] whose registered office is at [**REGISTERED OFFICE ADDRESS**] (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Annual Rent: rent at the rate of £[] per annum.

Building: West Park Pavilion, West Park, Prestbury Road, Macclesfield depicted in black line on the Building Plan.

Building Plan: the plan attached to this Lease with title "Building Plan".

Car Park: the area shown crossed and outlined in black on the Lease Plan.

Interest Rate: 4% per annum above the base rate from time to time of Barclays Bank plc.

Lease Plan: the plan attached to this Lease with title "Lease Plan".

Liquor: any intoxicating liquid or other substance containing alcohol.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: use as a cafe in connection with the Service Concession Agreement and no other use.

Property: the terrace area shown coloured pink on the Lease Plan together with that part the ground floor of the Building shown edged in red on the Lease Plan and as more accurately depicted edged in blue on the Building Plan, including both the floors and ceilings and all the windows and window frames in that part but excluding all Service Media which are within that area but which do not serve it exclusively and excluding any load-bearing or structural part.

Reservations: rights excepted and reserved to the Landlord set out in clause 4.

Retained Land: all that land and buildings (excluding the Property) known as West Park, Prestbury Road, Macclesfield and registered at the Land Registry under title number CH589578.

Rights: ancillary rights granted to the Tenant set out in clause 3.

Service Concession Agreement: the agreement titled "Service Concession Agreement" of even date entered into by (1) the Landlord, and (2) the Tenant, in its capacity as concession operator.

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.

Schedule of Condition: the photographic schedule of condition annexed to this Lease.

Special Event: an activity including, but not limited to, a performance, meeting, assembly, contest, exhibition, ceremony, parade, athletic or sporting competition, display or event, organised concert or as otherwise reasonably so designated by the Landlord. Special Event shall not include casual use of the Retained Land by visitors.

Term: a term of years beginning on, and including the date of this lease and ending on the day before the fifth anniversary of the date of this lease.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease.
- 1.4 Unless the context otherwise requires, references to the **Building** and the **Property** are to the whole and any part of them or it.
- 1.5 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 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.
- 1.10 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.11 Unless the context otherwise requires, references to clauses are to the clauses of this lease.
- 1.12 Clause headings shall not affect the interpretation of this lease.
- 1.13 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.
- 1.14 A reference to **writing** or **written** includes email.
- 1.15 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant for the Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to all rights, restrictions and covenants affecting the Property and the Retained Land (where applicable) including the matters referred to at the date of this lease in the property register and charges register of title number CH589578.
- 2.3 The grant is made with the Tenant paying to the Landlord as rent, the Annual Rent and all VAT in respect of it, and all other sums due under this lease.

3. ANCILLARY RIGHTS

3.1 The Landlord grants the Tenant (excluding the Tenant's customers) the following rights (the **Rights**) to use in common with the Landlord and any other person authorised by the Landlord:

- (a) the right of access over the Retained Land with or without vehicles over the area coloured brown on the Lease Plan subject to the Landlord's right to temporarily suspend this right for repair maintenance renewal alteration or such other reasonable estate management reason (the Landlord using reasonable endeavours to minimise the period of suspension and provide alternative access); and
- (b) the right of access over the Retained Land on foot only over the area shown with a dashed black and white line on the Lease Plan; and
- (c) the right (subject to availability) to access and park vehicles on the Car Park; and
- (d) the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this lease and to the extent that such support and protection exists at the date of this lease; and
- (e) the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease; and
- (f) the right to enter any part of the Building that adjoins the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this lease.

3.2 In relation to the Right mentioned in clause 3.1(e), the Landlord may, at its discretion, re-route or replace any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.3 In relation to the Right mentioned in clause 3.1(f), the Tenant shall:

- (a) except in case of emergency, give reasonable notice to the Landlord and the occupier of that part of the Building of its intention to exercise that Right;
- (b) where reasonably required by the Landlord or the occupier of the relevant part of the Building, exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant part of the Building;
- (c) cause as little damage as possible to the Building and to any property belonging to or used by the Landlord or the tenants or occupiers of the relevant part of the Building;

- (d) cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the relevant part of the Building as is reasonably practicable; and
- (e) promptly make good any damage caused to the Building, or to any property belonging to or used by the Landlord or the tenants or occupiers of the relevant part of the Building, by reason of the Tenant exercising that Right.

3.4 The Tenant shall exercise the Rights:

- (a) only in connection with its use of the Property for the Permitted Use, and in a manner that is consistent with its obligations in clause 12.6; and
- (b) in accordance with all relevant laws.

3.5 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Building or the Retained Land or is to be taken to show that the Tenant may have any right over any other part of the Building or the Retained Land, and section 62 of the Law of Property Act 1925 does not apply to this lease.

3.6 Immediately after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

4. RIGHTS EXCEPTED AND RESERVED

4.1 The following rights are excepted and reserved from this lease to the Landlord (the Reservations):

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
- (b) the right to use and to connect into Service Media at, but not forming part of, the Property; the right to install and construct Service Media at the Property to serve any part of the Building or any other property (whether or not such Service Media also serve the Property) and to connect into and use such Service Media; and the right to re-route any Service Media mentioned in this clause;
- (c) the right to enter the Property for any purpose mentioned in this lease or connected with it or with the Landlord's interest in the Building or any other property or to carry out any works to any other part of the Building, at any reasonable time and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant;

- (d) at any time during the Term, the full and free right to build into any boundary of the Property, and to develop land other than the Building, whether or not such land is owned by the Landlord, as the Landlord may think fit;
- (e) the right to control access to the Retained Land for the duration of Special Events notwithstanding the Rights.

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised by the Landlord.

4.3 The Landlord shall not be liable for any loss or inconvenience to the Tenant by reason of the exercise of any of the Reservations (other than any loss or inconvenience in respect of which the law prevents the Landlord excluding liability).

5. THE ANNUAL RENT AND OTHER PAYMENTS

5.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by 12 equal instalments in advance on the first day of each month.

5.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease and ending on the day before the next rent payment date.

5.3 The Tenant shall pay all costs in connection with the supply and removal of any separately metered electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property and indemnify the Landlord against all costs expenses or claims in respect of the same.

5.4 The Tenant shall permit access to the Property by the Tenant once per month in order to take meter readings subject to the Landlord providing at least 24 hours notice in respect of each visit.

5.5 The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Property. If any such costs are charged in respect of the Property together with other property (including the remainder or any other part of the Building), the Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of law and in the absence of any manifest error) of the total.

5.6 The Tenant shall pay all rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord except as to questions of law and in the absence of any manifest error) of the total.

- 5.7 All sums payable by the Tenant are exclusive of any VAT that may be chargeable and the Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease. Every obligation on the Tenant under or in connection with this lease to pay, refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.
- 5.8 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the Term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease.
- 5.9 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 5.10 The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or set-off.

6. INSURANCE

- 6.1 The Landlord shall keep the Building (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord. The Landlord shall inform the Tenant of relevant terms of its insurance policy.
- 6.2 The Tenant shall pay on demand a fair proportion of the cost to the Landlord of the insurance of the Building in accordance with clause 6.1 and of insurance against loss

of the Annual Rent for a period not exceeding six months (and any insurance premium tax in relation to that amount).

- 6.3 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant.
- 6.4 If the Building is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, then provided that:
- (a) the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Building with the actual or implied authority of the Tenant; and
 - (b) the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of it having been damaged or destroyed,

the Tenant may determine this lease by giving notice to the Landlord.

- 6.5 If the Building is damaged or destroyed by a risk against which the Landlord is not obliged to insure pursuant to clause 6.1, so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Building so as to make the Property fit for occupation and use within six months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.
- 6.6 In any case where the Tenant is able to terminate this lease pursuant to this clause (or would be able to if the period of six months mentioned in clause 6.4(b) or clause 6.5 had ended), then:
- (a) payment of the Annual Rent (or a fair proportion of it according to the nature and extent of the damage) shall be suspended; and
 - (b) the Tenant shall not be liable to carry out any works of repair to the Property

until the Building has been repaired so as to make the Property fit for occupation and use or, if earlier, this lease is terminated.

- 6.7 If this lease is terminated pursuant to this clause, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease.
- 6.8 Nothing in this clause shall oblige the Landlord to repair the Building.

- 6.9 The Tenant shall be solely responsible for its contents insurance.

7. PROHIBITION OF DEALINGS

The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of the whole or any part of this lease or the Property or 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 or hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

8. CONDITION OF THE PROPERTY

The Property is let to the Tenant in a shell state and with no warranty as to the condition or suitability of the Property for the Permitted use.

9. REPAIRS AND DECORATION

- 9.1 The Tenant shall keep the Property clean and tidy, including cleaning the inside and outside of the windows at the Property, and shall make good any damage caused to the Property by any act or omission of the Tenant or any person under the control of the Tenant.
- 9.2 The Tenant shall replace any plate glass or other window glass that becomes cracked or broken.
- 9.3 The Tenant shall keep the Property in general repair and any Service Media within and exclusively serving the Property in good working order, but shall not be obliged under this clause 9.3 to remedy any disrepair which results from any risk against which the Landlord has insured (provided that the Tenant, or any person at the Building with the actual or implied authority of the Tenant, has not vitiated the Landlord's insurance policy).
- 9.4 The Tenant shall be responsible for all internal repairs and maintenance to the Property and any external doors and windows.

10. ALTERATIONS AND SIGNS

- 10.1 The Tenant shall not make any alteration to the Property (including any Service Media forming part of the Property) without the prior written consent of the Landlord save for alterations permitted under this lease, other than the installation and removal of non-structural, demountable shop fittings and provided that, where reasonably required by the Landlord, it removes any such fittings before the end of the Term and

makes good any damage to the Property and to any part of the Building caused by any such installation or removal.

- 10.2 The Tenant shall reinstate the Property including any alterations therein to its prior condition and configuration at the date of this Lease at the request of the Landlord if so requested.
- 10.3 The Tenant shall not attach any sign, poster or advertisement to the Property so as to be seen from the outside of the Building, other than:
- (a) advertisement signage affixed to and in respect of the cafe; and
 - (b) such trade posters, notices and advertisements 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

without the prior written consent of the Landlord, not to be unreasonably withheld or delayed.

11. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.

12. USE

- 12.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 12.2 The Tenant shall not place or keep any items on any external part of the Property (whether or not such items are for sale).
- 12.3 The Tenant shall keep the entrance to the Property appropriately dressed and lit.
- 12.4 The Tenant shall not leave any refuse on any street or pavement outside the Property.
- 12.5 The Tenant shall load and unload goods at the Property at such times as agreed in advance by the Landlord.

- 12.6 The Tenant shall not use the Property, or exercise any of the Rights:
- (a) for any illegal purpose; or
 - (b) for any purpose or in a manner that would cause any loss, nuisance or inconvenience to the public, the Landlord, the other tenants or occupiers of the Building or any owner or occupier of any other property; or
 - (c) in any way that would vitiate the Landlord's insurance of the Building; or
 - (d) in a manner that interferes with any right subject to which this lease is granted.

12.7 The Tenant shall not overload any structural part of the Building nor any Service Media at or serving the Property.

12.8 The Tenant shall not sell, serve, give away or otherwise distribute Liquor from the Property unless served with food.

13. COMPLIANCE WITH LAWS

The Tenant shall comply with all laws relating to the Property and the occupation and use of the Property by the Tenant, to the use of all Service Media and machinery and equipment at or serving the Property, and to all materials kept at or disposed from the Property.

14. LANDLORD'S RIGHT TO TERMINATE

The Landlord reserves the right to terminate this Lease on the 3rd and 4th anniversary of the term subject to 3 months prior written notice to the Tenant.

15. TERMINATION OF SERVICE CONCESSION AGREEMENT

In the event that the Service Concession Agreement terminates, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any antecedent breach by the tenant of any of the terms of this lease.

16. RETURNING THE PROPERTY TO THE LANDLORD

16.1 At the end of the Term, the Tenant shall return the Property to the Landlord in the condition required by this lease and in accordance with the Schedule of Condition and shall remove from the Property all stock and chattels belonging to or used by it.

16.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any stock, chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than five working days after

the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

17. OPTION TO PURCHASE TENANT'S FIXTURES

Before the end of the Term, the Tenant shall offer to sell the Tenant's fixtures installed at the Property to the Landlord at market value or otherwise by agreement. The Landlord reserved the right to assign the benefit of this option to any prospective ingoing tenant with respect to the Property.

18. INDEMNITY

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property or the Building with its actual or implied authority.

19. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, 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.

20. RE-ENTRY AND FORFEITURE

20.1 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) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this lease.

20.2 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 antecedent breach of the tenant covenants of this lease.

21. JOINT AND SEVERAL LIABILITY

- 21.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord 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.
- 21.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 21.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

22. COSTS

The Tenant shall pay to the Landlord on a full indemnity basis all costs, fees, charges and expenses (together with VAT and disbursements) of the Landlord (including such costs and expenses of their professional advisors) in relation to the negotiation and completion of this lease.

23. NOTICES

- 23.1 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:
- (a) in writing; and
 - (b) given by hand or sent by first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 23.2 If a notice complies with the criteria in clause 23.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, on the third working day after posting.
- 23.3 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.

23.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

23.5 Within five working days after receipt of any notice or other communication affecting the Property or the Building the Tenant shall send a copy of the relevant document to the Landlord.

24. ENTIRE AGREEMENT

24.1 This lease constitutes the whole agreement between the parties in respect of the letting of the Property and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

24.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) before the date of this lease.

24.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

24.4 The Tenant is responsible for and warrants that any necessary licence(s) or permission(s) (statutory or otherwise) required for the Permitted Use are in place by or before the date of this Lease (and maintained throughout the Term).

24.5 Nothing in this clause shall limit or exclude any liability for fraud.

25. EFFECT OF TERMINATION

Any provision of this lease that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this lease including clauses 1, 5.7, 5.8, 5.9, 5.10, 10, 11, 13, 16, 18, 21, 23, 24, 26, 27 and 29 shall remain in full force and effect.

26. GOVERNING LAW

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

27. JURISDICTION

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

28. EXCLUSION OF SECURITY OF TENURE

28.1 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) the Tenant made a statutory declaration dated [] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no prior agreement for lease to which this lease gives effect.

28.2 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.

29. RIGHTS OF THIRD PARTIES

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

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

The **COMMON SEAL** of **CHESHIRE**
EAST BOROUGH COUNCIL was
hereunto affixed in the presence of:-

Authorised Signatory

Executed as a deed by [TENANT] acting
by [NAME OF FIRST DIRECTOR], a
director and [NAME OF SECOND
DIRECTOR/SECRETARY], a
[director/its secretary]:-

Director

Director/Secretary