**Dated**

**Counterpart Lease**

relating to

**CAFE & ANCILLARY STORAGE UNIT, FAIRCHILD’S GARDEN,**

**HACKNEY ROAD, LONDON E2 8HQ**

between

**The Mayor and Burgesses of the London Borough of Hackney**

and

**[……………………………………………..]**

DAWN CARTER McDONALD

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London Borough of Hackney

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**Schedule 1 32**

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord’s title number(s)**

EGL544713 and 104276

**LR2.2 Other title numbers**

None

**LR3. Parties to this Lease**

**Landlord**

The Mayor and Burgesses of the London Borough of Hackney

Town Hall Mare Street

Hackney London E8 1EA

**Tenant**

[……………………………………………………………….]

**LR4. Property**

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

See the definition of "Property" in clause 1.1 of this Lease.

**LR5. Prescribed statements etc.**

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

None.

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

None.

**LR6. Term for which the Property is leased**

The term as specified in this Lease at clause 1.1in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this Lease**

This Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this Lease**

None.

**LR9.3 Landlord's contractual rights to acquire this Lease**

None.

**LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this Lease for the benefit of the Property**

The easements as specified in clause 3 of this Lease.

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

The easements as specified in clause 4of this Lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

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

**THIS LEASE** is dated

**Parties**

1. The Mayor and Burgesses of the London Borough of Hackney of Town Hall Mare Street Hackney London E8 1EAG (the Landlord).
2. [……………………………………………………………………..] (the Tenant)

Agreed terms

1. **Interpretation**

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

* 1. Definitions:

**Act of Insolvency**

* 1. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
  2. the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
  3. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
  4. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
  5. the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
  6. the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
  7. the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
  8. the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
  9. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
  10. the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

1. The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).
2. Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
3. **Base RPI Month**: [BASE MONTH AND YEAR FOR RPI CALCULATION].
4. **Base Rent**: rent of £[AMOUNT] per annum.
5. **Break Date:** the third anniversary of the date of this lease
6. **Break Notice:** The notice served ……. months before the Break Date
7. **Catering Service** the service to be provide by the Tenant at the Property in accordance with the Service Agreement dated [………………………………]
8. **CDM Regulations** the Construction (Design and Management) Regulations 2015 (SI 2015/51).
9. **Common Parts:** atthe Park other than the Property.
10. **Contractual Term** a term of 5 (Five) years beginning on and including the date of this lease up to and including ……………………………………… 2027
11. **Default Interest Rate** 4% per annum above the Interest Rate.

**Furniture** means all indoor and outdoor tables, chairs and other items of furniture provided by the Landlord at the commencement of the Term for purposes of providing the café services.

1. **Insurance Rent** the aggregate in each year of:
   1. a fair proportion of the gross cost of the premium before any discount or commission for the insurance of the Property, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals’ and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses, and public liability insurance of not less than £5,000,000 in relation to the Common Parts;
   2. the gross cost of the premium before any discount or commission for insurance for loss of Base Rent from the Property for three years; and
   3. any insurance premium tax payable on the above.
2. **Insured Risks** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk: means any one of the Insured Risks.
3. **Interest Rate** the base rate from time to time of Lloyds Bank Plc, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
4. **Landlord's Neighbouring Property** each and every part of any adjoining and neighbouring property in which the Landlord has or acquires an interest during the Contractual Term.
5. **LTA 1954** Landlord and Tenant Act 1954.
6. **New Lease**: the lease of the Property to be granted upon the exercise of the Option.
7. **Option**: the option granted by the Landlord to the Tenant by clause 25.
8. **Option Notice**: written notice exercising the Option in accordance with the terms of clause 25.
9. **Option Period**: the period from and including the date of this lease up to and including ………………………….
10. **Outdoor Seating Area** means the outdoor seating area shown edged [………………..] on Plan [……..]
11. **Park** means all that land at Fairchild’s Garden, Hackney Road, London, E2 8HQ
12. **Park Closing Times** means the times that the Park is closed to visitors to the Park and the gates are closed to the public.
13. **Permitted Use** as a café for the provision of hot and cold food and beverages within Use Class A3 of the Town and Country Planning (Use Classes) Order 1987 as at the date this Lease is granted.
14. **Permitted Hours** Mondays to Sunday minimum opening hours to be 10am to 4pm (winter) and 10am to 6pm (summer)
15. **Plans** the plans attached to this Lease and numbered […………………..]
16. **Property** the snack kiosk and ancillary storage unit situated at Fairchild’s Garden, Hackney Road, London E2 8HQ (edged […………………] on Plan […………]
17. **RPI**: the Retail Prices Index or any official index replacing it.

**Rent** means rent at an initial rate of £[……………………………] per annum and then as revised pursuant to this Lease and any interim rent determined under the LTA 1954.

**Rent Commencement Date [**………………………..]

1. **Rent Payment Dates:** 25 March, 24 June, 29 September and 25 December
2. **Review Date**: means the third anniversary of the date of this lease
3. **Reservations** all of the rights excepted, reserved and granted to the Landlord by this Lease.
4. **Service Agreement** the agreement between the Landlord and the Tenant for the provision of catering services at the Property.
5. **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.
6. **Shared Refuse Area** means the refuse area located within the Park shown edged and hatched [………….] on plan […………]
7. **Shortfall Payment Date**: the date which is ten working days from and including the date that the revised Rent is calculated by the Landlord and notified to the Tenant.

**Third Party Rights** all rights, covenants and restrictions affecting the Park including the matters referred to at the date of this Lease in the property register and entries of the charges register of title number EGL544713 and 104276

1. **VAT** value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.
2. **VATA 1994** Value Added Tax Act 1994.
   1. A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
   2. A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is a reference to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
   3. In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
   4. The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
   5. Unless the context otherwise requires, references to the Park, the Common Parts, and the Property are to the whole and any part of them or it.
   6. The expression neighbouring property does not include the Park.
   7. A reference to the term is to the Contractual Term.
   8. A reference to the end of the term is to the end of the term however it ends.
   9. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
   10. 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.
   11. 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.
   12. 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.
   13. Unless the context otherwise requires, any words following the terms including, **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.
   14. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
   15. A reference to **writing** or **written** incudes fax but not email.
   16. Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
   17. Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
   18. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
   19. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
3. **Grant**
   1. The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term.
   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 any Third Party Rights.
   3. The grant is made with the Tenant paying the following as rent to the Landlord:
      1. the Rent and all VAT in respect of it;
      2. the Insurance Rent;
      3. all interest payable under this Lease; and
      4. all other sums due under this Lease.
4. **Ancillary rights**
   1. The Landlord grants the Tenant the following rights (the Rights):
      1. the right to use the area […………………………..] on Plan [……………..] for loading and unloading goods and materials between the hours of 8:00am to 10:00am and 12:00pm to 14:00pm daily;
      2. the right to use the area hatched red on Plan [……..] as a refuse area;
      3. the right to manage and grant customers access to the lavatories and washrooms situated in the Park;
      4. the right to use and to connect into any Service Media at the Park that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the period of 5 years from the commencement of the Contractual Term;
      5. the right to install tables and chairs for use by the Tenant in the provision of catering services pursuant to the Service Agreement dated ………………………………… 2022
   2. The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
   3. The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Common Parts and the Tenant shall not do anything that may interfere with any Third Party Right.
   4. The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and only during the Permitted Hours and in accordance with any regulations made by the Landlord.
   5. The Tenant shall comply with all laws relating to its use of the Common Parts pursuant to the Rights.
   6. In relation to the Rights mentioned in clause 3.1, the Landlord may from time to time designate within the Common Parts the spaces or bins (as the case may be) in respect of which the Tenant may exercise that Right.
   7. In relation to the Rights mentioned in clause 3.1(d), the Landlord may, at its discretion, re-route or replace over the Common Parts any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.
   8. Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over the Landlord’s Neighbouring Property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.
5. **Rights excepted and reserved**
   1. The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Park and the Landlord's Neighbouring Property:
      1. rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
      2. the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the period of 15 years from the commencement of the term; the right to install and construct Service Media at the Property to serve any part of the Park (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this clause;
      3. at any time during the term, the full and free right to develop the Park or the Landlord’s Neighbouring Land as the Landlord may think fit;
      4. the right to erect scaffolding at the Park in connection with any of the Reservations;
      5. the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1(d) are exercised;
      6. notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
   2. The Landlord reserves the right to enter the Property:
      1. to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservation; and
      2. for any other purpose mentioned in or connected with:
         1. this Lease;
         2. the Reservations; and
         3. the Landlord’s interest in the Property, the Park or any Landlord's Neighbouring Property.
   3. 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. The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
   5. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
      1. physical damage to the Property; or
      2. any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
6. **Third Party Rights**
   1. The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this Lease) that may interfere with any Third Party Right.
   2. The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.
7. **The Annual Rent**
   1. The Tenant shall pay the Rent and any VAT in respect of it by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker’s standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
   2. The first instalment of the 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.
8. **Rent Review**
   1. In this clause, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to 1.10 (**Surveyor**).
   2. The Rent shall be reviewed on the Review Date to the indexed rent determined pursuant to this clause.
   3. The indexed rent for a Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which that Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
   4. The Landlord shall calculate the indexed rent and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
   5. If the revised Rent has not been calculated by the Landlord and notified to the Tenant on or before the relevant Review Date, the Tenant shall:
      1. continue to pay the Rent at the rate payable immediately before that Review Date; and
      2. on or before the Shortfall Payment Date, pay:
         1. the shortfall (if any) between the amount of Rent that the Tenant has paid for the period from and including that Review Date and the amount of l Rent for that period that would have been payable had the revised Rent been calculated by the Landlord and notified to the Tenant on or before that Review Date; and
         2. interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Rent had been calculated by the Landlord and notified to the Tenant on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).
   6. Time shall not be of the essence for the purposes of this clause.
   7. Subject to 7.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.
   8. The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Rent if either:
      1. the Landlord or the Tenant reasonably believes that any change referred to in 7.7 would fundamentally alter the calculation of the indexed rent in accordance with this and has given notice to the other party of this belief; or
      2. it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause.
   9. This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Rent, the Surveyor shall determine an alternative mechanism.
   10. The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:
       1. where any question or dispute arises between the parties as to the amount of the Rent payable or as to the interpretation, application or effect of any part of this ; or
       2. where the Landlord and the Tenant fail to reach agreement under 7.8.
   11. The Surveyor shall have full power to determine the question, dispute or disagreement, and shall have power to determine any issue involving the interpretation of any provision of this lease, their jurisdiction to determine the question, dispute or disagreement referred to them or their terms of reference. When determining such a question, dispute or disagreement, the Surveyor may, if they consider it appropriate, specify that an alternative mechanism for setting the Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.
   12. The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
   13. The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to them shall be final and binding in the absence of manifest error or fraud.
   14. The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
   15. Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
       1. dies;
       2. becomes unwilling or incapable of acting; or
       3. unreasonably delays in making any determination.
   16. 7.12 shall then apply in relation to the appointment of a replacement.
   17. The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review
   18. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
9. **Insurance**
   1. The Landlord shall keep the Park insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
   2. The Landlord’s obligation to insure is subject to:
      1. any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
      2. insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
   3. The Tenant shall pay to the Landlord on demand:
      1. the Insurance Rent;
      2. a fair proportion of any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
      3. a fair proportion of any costs that the Landlord incurs in obtaining a valuation of the Park for insurance purposes.
   4. The Tenant shall:
      1. immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Park and shall give the Landlord notice of that matter;
      2. not do or omit anything as a result of which any policy of insurance of the Park or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
      3. comply at all times with the requirements and recommendations of the insurers relating to the Property and the use by the Tenant of the Common Parts;
      4. give the Landlord immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk;
      5. not effect any insurance of the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property pay those proceeds or cause them to be paid to the Landlord; and
      6. pay the Landlord an amount equal to any insurance money that the insurers of the Park refuse to pay (in relation to the Park) by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property or the Common Parts with the actual or implied authority of any of them.
   5. The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) in connection with any damage to the Park to repair the damage for which the money has been received or (as the case may be) in rebuilding the Park. The Landlord shall not be obliged to:
      1. provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
      2. repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
      3. repair or rebuild the Park after a notice has been served pursuant to clause 32.
   6. If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use or if the Common Parts are damaged or destroyed by an Insured Risk so as to make the Property inaccessible or unusable then, unless the policy of insurance in relation to the Property or the Common Parts has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them, payment of the Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use or the Common Parts have been reinstated so as to make the Property accessible or useable (as the case may be), or until the end of three years from the date of damage or destruction, if sooner.
   7. If, following damage to or destruction of the Park, the Landlord considers that it is impossible or impractical to reinstate the Park, the Landlord may terminate this Lease by giving notice to the Tenant. On giving notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance shall belong to the Landlord.
   8. Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this Lease by giving notice to the Landlord if, following damage or destruction of the Property or the Common Parts by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use or the Common Parts have not been reinstated so as to make the Property accessible or useable within three years after the date of damage or destruction. On giving this notice this Lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this Lease. Any proceeds of the insurance shall belong to the Landlord.
10. **Rates and taxes**
    1. The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:
       1. any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or
       2. 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.
    2. If any such rates, taxes or other impositions and outgoings are payable in respect of the Property together with other land (including any other part of the Park) the Tenant shall pay a fair proportion of the total.
    3. The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
    4. If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.
11. **Utilities and Refuse disposal**
    1. The Tenant shall pay all costs in connection with the supply and removal of electricity, gas, water, sewage, data and other services and utilities to or from the Property.
    2. The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities to or from the Property.
    3. The Tenant shall ensure that the Property is kept clear of all waste and rubbish and that all rubbish waste and other refuse is deposited in the Shared Refuse Area and shall ensure that the specific requirements in the Service Agreement are fully complied with.
12. **Common items**
    1. The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on the Property but used or capable of being used by the Property in common with other land.
    2. The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.
13. **VAT**
    1. All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this Lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
    2. Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the VATA 1994.
14. **Default interest and interest**
    1. If any 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 Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
    2. If the Landlord does not demand or accept any Rent or other money due or tendered under this Lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this Lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.
15. **Costs**
    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:
       1. the enforcement of the tenant covenants of this Lease;
       2. serving any notice in connection with this Lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
       3. serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
       4. the preparation and service of a schedule of dilapidations in connection with this Lease; or
       5. 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 ).
    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. **Compensation on vacating**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

1. **Set-off**

The Rent and all other amounts due under this Lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1. **Alienation** 
   1. The Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this Lease or the Property or hold the lease on trust for any person.
2. **Repairs**
   1. The Tenant shall keep the Property clean and tidy and in good repair and condition and shall ensure that any Service Media within and exclusively serving the Property is kept in good working order.
   2. The Tenant shall ensure that the Outdoor Seating Area is kept clean and tidy at all times and free from food litter and other debris and that the outdoor tables and chairs are regularly cleaned.
   3. The Tenant shall ensure the toilets and washrooms are kept clean and tidy in accordance with health and safety regulations and ensure to replenish the facilities as often as required.
   4. The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
      1. the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on he Property with the actual or implied authority of any of them ; or
      2. the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended.
3. **Decoration**
   1. The Tenant shall decorate the Property as often as is reasonably necessary and also in the last three months before the end of the term.
   2. All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
   3. All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
4. **Alterations and signs**
   1. The Tenant shall not make any alteration to the Property without the consent of the Landlord, such consent not to be unreasonably withheld
   2. The Tenant may install and remove non-structural, demountable partitioning, without the consent of the Landlord provided that the Tenant shall:
      1. not carry out any such works until it has:
         1. provided details of the works to the insurers of the Property; and
         2. given the Landlord 2 copies of the plans and specification for the works; and
      2. make good any damage to the Property and to any part of the Common Parts.
   3. The Tenant shall not install nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.
   4. The [Tenant shall](https://www.lawinsider.com/clause/tenant-shall) have the right [to erect](https://www.lawinsider.com/dictionary/to-erect) and maintain a sign at the [entrance](https://www.lawinsider.com/clause/entrance) to the Property, [provided that](https://www.lawinsider.com/clause/provided-that) Tenant submits designs for approval [by the Landlord](https://www.lawinsider.com/clause/by-the-landlord) and that such signs shall [comply with](https://www.lawinsider.com/clause/comply-with) all [applicable ordinances](https://www.lawinsider.com/clause/applicable-ordinances) and requirements of governmental [authorities having jurisdiction](https://www.lawinsider.com/clause/authorities-having-jurisdiction). At the expiration or earlier [termination of this Lease](https://www.lawinsider.com/clause/termination-of-this-lease), Tenant shall, at its own [expense](https://www.lawinsider.com/clause/expense), [remove](https://www.lawinsider.com/clause/remove) the sign from the Property and [repair](https://www.lawinsider.com/clause/repair) any damage [resulting from](https://www.lawinsider.com/dictionary/resulting-from) such [removal](https://www.lawinsider.com/clause/removal).
   5. The Tenant shall not use any branded furniture equipment merchandise or outdoor parasols without the consent of the Landlord.
5. **Returning the Property to the Landlord**
   1. At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this Lease.
   2. If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.
   3. At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.
   4. The Tenant irrevocably appoints the Landlord to be the Tenant’s agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten 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.
6. **Use**
   1. The Tenant shall not use the Property for any purpose other than the Permitted Use and in accordance with the terms and conditions set out at Schedule 1.
   2. The Tenant shall not use the Property outside the Permitted Hours without the approval of the Landlord.
   3. If the Landlord gives its approval to the Tenant using the Property outside the Permitted Hours, the Tenant shall comply with any regulations that the Landlord makes relating to that use and shall pay the Landlord all costs incurred by the Landlord in connection with that use, including the whole of the cost of any Services provided by the Landlord attributable to the use by the Tenant of the Property outside the Permitted Hours.
   4. The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any owner or occupier of neighbouring property.
   5. The Tenant shall not overload any Service Media at or serving the Property.
7. **Management of the Park**
   1. The Tenant shall observe all regulations made by the Landlord from time to time in accordance with the principles of good estate management and notified to the Tenant relating to the use of the Common Parts and the management of the Park.
   2. The Tenant shall be supplied with one set of keys to the Park in order to access the Property and to the toilets for the purposes of granting customers access to the facilities shall not make copies of those keys without the prior consent of the Landlord**.**
   3. The Landlord will open the Park at 7:30am and close the Park at the following times:-
      1. 1-13 Jan: 4.30pm
      2. 14-24 Jan: 5pm
      3. 25 Jan-7 Feb: 5.30pm
      4. 8-28 Feb: 6pm
      5. 1-14 Mar: 6.30pm
      6. 15-27 Mar: 7pm
      7. 28 Mar-4 Apr: 8pm
      8. 5-18 Apr: 8.30pm
      9. 19 Apr-9 May: 9pm
      10. 9-22 Aug: 9pm
      11. 23 Aug-19 Sep: 8pm
      12. 4-17 Oct: 7pm
      13. 18-30 Oct: 6.30pm
      14. 31 Oct-28 Nov: 5pm
      15. 29 Nov-31 Dec: 4.30pm
   4. The Tenant will be responsible for opening and closing the Property outside of those hours and will open only the café area, front and back doors and toilets where required.
   5. On leaving the Property outside of the above mentioned hours the Tenant will be responsible for ensuring that all doors giving access to the Property and the toilets are locked before leaving the Park and will notify the Landlord or a designated representative of the Landlord that the Park is locked and secure,
   6. The Landlord may at any time divest the Tenant of the keys to Park on one months written notice.
   7. The Tenant shall at the end of the lease however determined return all keys to the Landlord.
8. **Break clause**
   1. The Tenant may terminate this lease by serving a Break Notice on the Landlord at least six months before the Break Date.
   2. A Break Notice served by the Tenant shall be of no effect if, at the Break Date
      1. the Tenant has not paid any part of the Rent, or any VAT in respect of it, which was due to have been paid;
      2. vacant possession of the whole of the Property is not given; or
      3. there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.
   3. Subject to Clause 23.2, following service of a Break Notice this lease shall terminate on the Break Date.
   4. Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
9. **Option to renew**
   1. The Landlord grants the Tenant, during the Option Period, an option to take the New Lease.
   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:
      1. be given in accordance with clause 24 of this lease;
      2. exercise the Option in respect of the whole of the Property and not in respect of part only; and
      3. [be signed by the Guarantor, confirming its agreement to guarantee the Tenant's obligations under the New Lease.]
   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 breach of any of the tenant covenants of this lease.
   4. If the Option is exercised in accordance with the terms of this clause, the Landlord shall grant to the Tenant and the Tenant shall accept from the Landlord the New Lease, provided that:
      1. the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant;
      2. no premium is payable for the grant of the New Lease; and
      3. [the Guarantor agrees to execute and deliver the counterpart New Lease to the landlord's conveyancer at least 28 working days prior to the Completion Date.]
   5. The New Lease shall:
      1. 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;
      2. be for a term of two years beginning on the immediate expiry of this lease and ending on and …………………………… 2029
      3. be at an annual rent of an amount equivalent to the rent payable by the Tenant at the end of the term of the lease; and
      4. not include an option to renew the New Lease.
   6. The Landlord shall grant the New Lease with full title guarantee.
   7. The parties confirm that:
      1. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the New Lease, not less than 14 days before this lease was entered into (a certified copy of which notice is annexed to this lease); [and]
      2. the Tenant made a [statutory] declaration dated …………………. in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which [statutory] declaration is annexed to this lease);
      3. [the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be entered into by the Guarantor pursuant to the New Lease, [not less than 14 days] before this lease was entered into (a certified copy of which notice is annexed to this lease); and]
      4. [[the Guarantor made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 (a certified copy of which [statutory] declaration is annexed to this lease).]]
   8. If the Option is exercised, the Tenant shall pay the Landlord's reasonable legal costs and disbursements on a full indemnity basis incurred in connection with the grant of the New Lease on the Completion Date
   9. Completion of the New Lease shall take place within three months after the date of service of the Option Notice.
10. **Compliance with laws**
    1. The Tenant shall comply with all laws relating to:
       1. the Property and the occupation and use of the Property by the Tenant;
       2. the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
       3. any works carried out at the Property; and
       4. all materials kept at or disposed from the Property.
    2. Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
    3. Within five working days after receipt of any notice or other communication affecting the Property or the Park (and whether or not served pursuant to any law) the Tenant shall:
       1. send a copy of the relevant document to the Landlord; and
       2. insofar as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
    4. The Tenant shall not apply for any planning permission for the Property.
    5. The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file.
    6. The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord’s obligations under the CDM Regulations.
    7. As soon as the Tenant becomes aware of any defect in the Property, 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 Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this Lease.
    8. The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
11. **Encroachments, obstructions and acquisition of rights**
    1. The Tenant shall not grant any right or licence over the Property to a third party.
    2. If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
       1. immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
       2. take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
    3. The Tenant shall not obstruct the flow of light or air to the Property or any other part of the Park nor obstruct any means of access to the Property or any other part of the Park.
    4. The Tenant shall not make any acknowledgement that the flow of light or air to the Property or any other part of the Park or that the means of access to the Property or any other part of the Park is enjoyed with the consent of any third party.
    5. If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
       1. immediately inform the Landlord and shall give the Landlord notice of that action; and
       2. take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.
12. **Breach of repair and maintenance obligations**
    1. The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property.
    2. If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
    3. 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.
    4. Any action taken by the Landlord pursuant to this clause 34 shall be without prejudice to the Landlord’s other rights.
13. **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 Park and loss of amenity of the Park) 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, any undertenant or their respective workers, contractors or agents or any other person on the Property or the Common Parts with the actual or implied authority of any of them.

1. **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.

1. **Re-entry and forfeiture**
   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:
      1. any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
      2. any breach of any condition of, or tenant covenant in, this Lease;
      3. an Act of Insolvency.
   2. If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this Lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.
2. **Joint and several liability**
   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.
   2. Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor 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.
   3. The obligations of the Tenant and any guarantor arising by virtue of this Lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
   4. 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.
3. **Entire agreement**
   1. This Lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
   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) raised before the date of this Lease.
   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.
   4. Nothing in this clause shall limit or exclude any liability for fraud.
4. **Notices, consents and approvals**
   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:
      1. in writing and for the purposes of this clause an email is not in writing; and
      2. given:
         1. by hand or by pre-paid 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; or
         2. by fax to the party's main fax number.
   2. If a notice complies with the criteria in clause 40.1 whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:
      1. if delivered by hand, at the time the notice is left at the proper address;
      2. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
      3. if sent by fax, at 9.00 am on the next working day after transmission.
   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.
   4. Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
   5. Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:
      1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
      2. it expressly states that the Landlord waives the requirement for a deed in that particular case.

If a waiver is given, it shall not affect the requirement for a deed for any other consent.

* 1. Where the approval of the Landlord is required under this Lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
     1. the approval is being given in a case of emergency; or
     2. this Lease expressly states that the approval need not be in writing.
  2. If the Landlord gives a consent or approval under this Lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

1. **Governing law**
   1. This Lease and any dispute or claim arising out of 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.
2. **Jurisdiction**
   1. 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).
3. **Exclusion of sections 24-28 of the LTA 1954**
   1. The parties confirm that:
      1. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, not less than 14 days before this Lease was entered into a certified copy of which notice is annexed to this Lease;
      2. who was duly authorised by the Tenant to do so made a statutory declaration dated in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this Lease.
   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.
4. **Contracts (Rights of Third Parties) Act 1999**

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.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Executed as deed by …………………………  acting by ………………………… a director, in  The presence of:  Witness Signature  Witness Name  Address  Occupation |  | …………………………  Director |
|  |  |  |
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|  |  |  |
|  | | |
|  |  |  |

**Schedule 1:**

**Health and safety**

The tenant must comply with the following areas;

* Supply up to date Level 3 Food Safety Certificate for the Owner/ Manager, supply of at least Level 1 Food Safety Certificates for all other staff
* Supply up to date First Aid Certificate for 1 nominated First Aider
* Food Hygiene rating of 4 stars, or above
* Demonstrable food safety management procedure based on Hazard Analysis and Critical Control Point (HACCP) principles within Standard Operation Procedures Manual
* Demonstrate process and procedures for reducing and reporting accidents and near misses ( RIDDOR reportable accidents or near misses)
* Vehicle movements, site-wide transportation, deliveries and collections undertaken with due care for the site and building and via permitted routes only.
* Clear process and mechanism in place for dealing with complaints, agreed in conjunction with the Council

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### Healthy eating considerations

Tenants will be required to promote healthier eating by, for example:

* Highlighting healthier options (e.g., with stickers) on the menu.
* Offering meals with low sugar drinks or water and healthy options.
* Displaying healthy options prominently (e.g., on a board).
* The tenant must ensure that lower sugar snacks (guidance below) are available as an alternative to biscuits or chocolate, cakes, puddings etc. Drinking / tap water must always be available free of charge.
* The tenant will be required to sign up to the Hackney Healthier Catering Commitment - a scheme that helps food businesses in London provide healthier food to their customers.
* The display of advertisements for price promotions of sugary drinks and foods high in fat, sugar or salt, will not be permitted.

### Environmental considerations

The tenant is expected to have a strong set of environmentally sustainable housekeeping practices and procedures in place. The Council encourages proposals that consider the following:

* Tenant to demonstrate sustainable and responsible procurement in line with Hackney Council’s commitments within 12 months e.g., MSC Fish, Red Tractor, Fair Trade, etc through the provision of receipts and product information. For more information please click [here](https://hackney.gov.uk/procurement-strategy).
* Tenant to demonstrate commitment to purchasing seasonal produce
* Operators to demonstrate a commitment to reducing food miles by using local suppliers wherever possible
* Tenant to offer dairy free and meat free alternatives on the menu
* A commitment to reducing the volume of waste generated per annum
* A commitment to increasing the percentage of waste recycled per annum
* Tenant to demonstrate a commitment to reducing single-use items
* Signing up to ‘Refill London’ offering free water refills <https://www.refill.org.uk/refill-london/>
* Training staff on reducing food waste and the appropriate use of recycling facilities;
* Ensuring and promoting on-site recycling for packaging and food waste;

### Marketing

* Any signs and other graphic material for external use must be approved by the Council prior to production and installation. The tenant must gain planning permission for signs if required.
* The Council shall not unreasonably withhold permission to provide signage to the Fairchild’s Garden Kiosk within the Park and its environs, but reserves the right to determine the location, wording, extent, and style of such signage.
* The tenant’s responsibility for marketing extends only to the Fairchild’s Garden Kiosk. The marketing of Fairchild’s Garden itself shall be the responsibility of the Council.

**Staffing**

The tenant shall employ staff with the qualifications and experience required to perform their duties efficiently and effectively. Furthermore, the operator is expected to employ staff who meet the Council’s standards with regard to customer service. Staff employed by the tenant shall speak a level of English appropriate to the position held and conduct themselves in a professional manner at all times.

**Payments**

The tenant will provide facilities for visitors to pay by cash, credit or debit card.

### Building design and renovation

Successful bidders will be responsible for the signage and fit-out of the kiosk building, in agreement with Hackney Council.

Planning permission has already been granted for the catering kiosk, meaning a lease can be signed with the successful tenderer once the competitive procurement process has been successfully concluded.

### Operation and Service Requirements

Bidders are required to have the minimum operating hours of 10.00am until 4.00pm in the winter and 10.00am to 6.00pm in the summer and this will ideally be for seven days per week, all year round. Operators may extend hours upon agreement with the Council. The operational hours may not exceed park opening hours (Fairchild’s Garden is open from 7:30am until dusk, 365 days a year).

Quality of goods/services: It is the tenant’s responsibility to ensure the facility is compliant with all relevant legislation and be registered with the local authority if so required.

**Cleaning of the Unit**

The tenant shall be responsible for cleaning the premises in its entirety to a high standard, ensuring compliance beyond minimum legal standards to customer accepted standards.

The Council reserves the right to rectify any areas not meeting customer accepted standards following two written warnings and to charge the operator for the cost of doing so.

**Pest Control**

The tenant shall be responsible for arranging and meeting all costs associated with pest control within the Premises.

**Litter Control**

Litter control is of paramount importance within Fairchild’s Garden. The tenant shall keep the demised area (inside and outside) litter free throughout the day and shall carry out a thorough litter pick at the end of every day. The tenant shall provide suitable litter bins and recycling bins immediately outside the premises and empty them at regular intervals.

The tenant is required to maximise recycling with the installation of bins ensuring that waste can be segregated as dry recycling (either mixed or separate depending on the disposal contract) to include paper, plastic, aluminium, biodegradable (food) waste and general waste. The tenant shall be responsible for emptying the bins at regular intervals. Bins should not be allowed to become overfull before emptying. The operator is responsible for arranging their own daily waste removal/recycling contract.

The tenant shall be responsible for all waste disposal with due regard to the environment and legislation. Litter and food waste should be removed from the premises on a daily basis to prevent rubbish accumulation and to reduce the risk of vermin.

**Utilities**

The tenant shall be responsible for paying for all electricity and gas supplied to equipment, fixtures and fittings in the demised area. There is a dedicated meter which will generate accurate billing to enable direct billing to the tenant.

The tenant shall pay directly to the provider all charges in relation to the supply and use of telecommunications equipment including line rental and call charges to the demised areas. The tenant shall be able to select the service provider for all telecommunications.

**Provision of Ancillary Materials**

The tenant shall provide, at his/her own expense and within the operating costs of the account, all ancillary equipment and services required to ensure the performance of duties as outlined in this documentation.

All such equipment shall remain the property of the tenant.

**Maintenance of the Premises and Equipment**

The tendering companies are requested to make note of the responsibilities regarding maintenance of the premises, equipment, fixtures, fittings and furniture as outlined in the lease.

**CONTRACT MANAGEMENT**

**Contract Auditing**

The Council will inspect and monitor the tenant on a regular basis to assess standards of performance.

The tenant shall upon receipt of the inspection/survey results, remedy any faults or failings identified in the audit. The remedy of faults shall be agreed with the Council including the timescale of remedy.

**Liaison Meetings**

The tenant and nominated Council Officer shall meet formally on a quarterly basis to review the operation and performance of the Fairchild’s Garden Kiosk.

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