

Dated

2022

(1) THE COUNCIL OF THE CITY OF PLYMOUTH

(2) []

LEASE

relating to Electric charging points at

[]

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PRESCRIBED CLAUSES

LR1.	Date of Lease	[●] 2022
LR2.	Title number(s)	
LR2.1	Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i>	[]
LR2.2	Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>	[]
LR3.	Parties to this lease <i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.</i> Landlord Tenant Other parties <i>Specify capacity of each party, for example "management company", "guarantor", etc.</i>	THE COUNCIL OF THE CITY OF PLYMOUTH an elected administrative body for Plymouth whose office address is Council House, Plymouth, Devon, PL1 3BJ [] None
LR4.	Property <i>Insert a full description of the property being leased</i> or <i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described.</i> <i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.</i>	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.
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,	None

LR5.2	<p><i>Housing and Urban Development Act 1993) of the Land Registration Rules 2003</i></p> <p><i>If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.</i></p> <p><i>This lease is made under, or by reference to, provisions of:</i></p> <p><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</i></p>	None
LR6.	<p>Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the two options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	The term is as follows: a term of years from and including [date of completion] and expiring on 31st March 2033
LR7.	<p>Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	None
LR8.	<p>Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</i></p>	This lease contains a provision that prohibits or restricts dispositions.
LR9. LR9.1 LR9.2 LR9.3	<p>Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p> <p>Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land</p> <p>Tenant's covenant to (or offer to) surrender this lease</p> <p>Landlord's contractual rights to acquire this lease</p>	None None
LR10.	<p>Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p>	None

	<i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i>	
LR11.	Easements <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i>	
LR11.1	Easements granted by this lease for the benefit of the Property	Schedule 21
LR11.2	Easements granted or reserved by this lease over the Property for the benefit of other property	Part 1 and Part 2 of Schedule 2
LR12.	Estate rentcharge burdening the Property <i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i>	None
LR13.	Application for standard form of restriction <i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell HMLR who is applying against which title and set out the full text of the restriction you are applying for.</i> <i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i>	None
LR14.	Declaration of trust where there is more than one person comprising the Tenant <i>If the Tenant is one person, omit or delete all the alternative statements.</i> <i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i>	N/A

THIS LEASE made on

2022

BETWEEN

The Council of the City of Plymouth, an elected administrative body for Plymouth whose office address is Council House, Plymouth, Devon, PL1 2AA ("**Landlord**") (1) and

[] ("**Tenant**") (2)

1 **DEFINITIONS AND INTERPRETATION**

1.1 In this Lease unless the context otherwise requires:

1954 Act	means the Landlord and Tenant Act 1954.
Advertisements	means such displays, signs, hoardings or other information to include terms and conditions for persons connecting into and taking a supply of electricity from the Equipment.
Annual Rent	A peppercorn (if demanded) per annum
Applicable Laws	means all applicable law and legislation of any jurisdiction including all or any statutes, rules, regulations, statutory guidance, treaties, directives, decisions, directions, recommendations, codes of practice, guidance notes, circulars, bylaws, orders, notices, demands, regulations or official guidance issued by any relevant authority which are applicable to the Tenant and/or the Landlord's Property and/or the exercise of the rights granted by this Lease or which relate to the Property or are applicable to the activities of the Tenant its contractors, sub-contractors or agents at the Landlord's Property or the Property, as the same may be amended or modified from time to time.
Associated Infrastructure	means any feeder pillar(s), substation(s), underground cabling, foundation pad(s), guard rail(s) or other items of infrastructure required for (but not forming part of) the relevant Charge Point(s) the purposes of the Charge Point(s) being connected electrically to an appropriate dedicated point connection with the local distribution network operator;
Base Rate	means the base lending rate from time to time of National Westminster Bank Plc or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such other rate as the Landlord may reasonably specify.
Cables	means all electrical plant and underground electric lines (as defined in section 64 of the Electricity Act 1989) installed or to be installed by the Tenant at its own cost along and to the Property or under the Landlord's Property and all apparatus appurtenant to the Permitted Use;
Charge Points	means an electric vehicle charge point unit comprising (i) the stand-alone column or wall mounted unit; (ii) metering, telecommunications and other equipment (including embedded software) contained inside such column or unit; and (iii) the relevant tethered cable for connection to the electric vehicle being charged,
Common Parts	means all areas including access roads, pavement areas, surface areas, party walls, boundaries, structures, Conduits and other amenities within the Landlord's Property made available from time to time by Landlord for use in common with other tenants, occupiers and users of the Landlord's Property.

Conduits	means sewers, drains, pipes, wires, cables, ducts, gutters, fibres and any other medium for the passage or transmission of soil, water, gas, electricity, air, smoke, light, communications, information or other matters and includes where relevant ancillary equipment and structures.
Consent	means an approval, permission, authority, licence or other relevant form of approval given by the Landlord in writing.
Concession Agreement	means a concession agreement between Plymouth City Council and the Tenant dated [] or any replacement concession agreement between the parties on expiry of the initial concession agreement
Contamination	means the contamination of the Property by any substance which, in the quantities or concentrations in which it is present, presents a material risk of harm howsoever caused or arising.
Determination	means the end of the Term however that occurs.
[Direct Agreement]	means an agreement with the Funder (and if the Funder so requires the Tenant) in a form approved by the Landlord (such approval not to be unreasonably withheld or delayed) pursuant to which the Landlord agrees to give the Funder, so far as is practicable, a period of advance notice of the impending termination of this Lease and giving the Funder the opportunity to step in (either directly or through a nominee or representative) to remedy the relevant termination event or to find a nominee or party other than the Tenant to take, subject always to the provisions of clause 3.9, an assignment of this Lease and containing such additional or alternative terms as the Funder may reasonably require.]
Environment	all or any of the following media; namely air (including the air within buildings) water (including surface water, groundwater and water in drains and sewers) and land (including surface land sub-surface land and land under water) and any living organisms or ecosystems supported by those media
Environmental Damage	means harm to the Environment and for the avoidance of doubt (but without limitation) harm to the health of living organisms (including man) or other interference with the ecological systems of which they form part and in the case of man includes offence caused to any of his senses or harm to his property
Equipment	means the Charge Points (to be installed) together with all Associated Infrastructure but excluding any electrical infrastructure owned by the local distribution network operator
Funder	means any bank funder, company or financial institution or investor of good financial standing providing bona fide funding to the Tenant for the purposes of the Permitted Use.
Group Company	means any company which is a member of the same group as the Landlord or the Tenant (as the case may be) within the meaning of section 42 Landlord and Tenant Act 1954.
Hazardous Substances	any natural or artificial substance (whether solid, liquid or gas) which alone or in combination with any other substance is capable of causing harm to man or is damaging to the Environment.

Installation Timetable	means a timetable for the installation and energisation of the Equipment in compliance with the Concession Agreement and in the form agreed and attached to this Lease as Appendix [].
Interest Rate	means four per cent (4%) above Base Rate and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis.
Landlord's Property	means the [land] at [] registered at HM Land Registry under title number [] (including the Retained Land but excluding the Property).
Lease	means this lease and includes where relevant any deed of variation licence Consent or other document supplemental to or associated with this lease.
Necessary Consents	means all consents, licences, permissions (including but not limited to planning permission, section 106 agreement, grid connection agreement) assessments, orders and approvals required to carry out and operate the Equipment for the Permitted Use
Operational Hours	DN: Determined on a Site by Site basis
Outgoings	means all rates (including business rates separately assessed on the Property), taxes, charges, duties, assessments, impositions, levies outgoings of any sort which are at any time during the Term payable whether by the owner or occupier of property and includes charges for electricity, gas, water, sewerage, telecommunications and other services rendered to or consumed by the Property.
Permitted Use	the erection installation and operation of the Equipment for use as a charging point for electrical vehicles and (in connection with and ancillary to such charging only) the parking of vehicles
Plan	means the plan annexed to this Lease.
Property	means the land situate at [] shown edged red on the Plan including all Conduits within and exclusively serving the area edged red;
Rent	means all sums reserved as rent by this Lease.
Retained Land	means that part of the Landlord's Property shown edged blue on the Plan
Sign	includes any sign, hoarding, showcase, signboard, bill, plate, fascia, poster or advertisement.
Term	A term from and including the date of this lease and ending on, and including 2033
Title Matters	means the matters (if any) set out in Part 2 of Schedule 2.
VAT	means Value Added Tax within the meaning of the Value Added Tax 1994 and any future tax of a like nature.

1.2 In this Lease unless the context otherwise requires:

- 1.2.1 headings in this lease are for convenience only and will not affect its construction
- 1.2.2 the Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the term
- 1.2.3 [the Superior Landlord includes the person from time to time entitled to the reversion immediately expectant on the determination of the term granted by the Superior Lease]

- 1.2.4 words denoting persons include firms companies and corporations and vice versa
- 1.2.5 the singular includes the plural and vice versa and one gender includes any other
- 1.2.6 obligations of a party to this lease are deemed to be joint and several obligations where that party is more than one person
- 1.2.7 where there are two or more persons at any time included in the expressions "Tenant" will include all or any one of them
- 1.2.8 every obligation of the Tenant not to do an act or thing includes an obligation not to allow it to be done
- 1.2.9 references to clauses paragraphs and schedules are to clauses and paragraphs of and schedules to this lease
- 1.2.10 the words "include" "includes" and "including" are deemed to be followed by the words "without limitation"
- 1.2.11 references to any act or omission of the Tenant are deemed to extend to any act or omission of any person at the Property with the consent of the Tenant
- 1.2.12 any obligation on the Tenant or Landlord not to do or omit to do anything shall include an obligation not to allow or suffer that thing to be done or omitted to be done by any employee servant contractor subcontractor agent invitee or licensee of the Tenant or the Landlord;
- 1.2.13 reference to a statutory provision (whether specific or general) is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Lease) and to any subordinate legislation made under it;
- 1.2.14 any sum payable by one party to the other shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid and an obligation in this Lease on the part of the Tenant to pay or indemnify the Landlord against any cost or expense shall include an obligation to pay and indemnify the Landlord against any VAT incurred in relation to the cost or expense in question except where the VAT is available for set-off by the Landlord as input tax;
- 1.2.15 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.3 The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 1.4 Where the consent of the Landlord is required under this Lease, a consent shall only be valid if it is given by deed, unless:
 - 1.4.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - 1.4.2 it expressly states that the Landlord waives the requirement for a deed in that particular case
 - 1.4.3 and, if a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 1.5 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:
 - 1.5.1 the approval is being given in a case of emergency; or
 - 1.5.2 this Lease expressly states that the approval need not be in writing.

- 1.6 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.

2 DEMISE AND RENT

- 2.1 The Landlord demises to the Tenant with full title guarantee the Property together with the rights set out in Schedule 1 except and reserving to the Landlord and others the rights set out in of Schedule 2 subject to the Title Matters to hold them to the Tenant for the Term the Tenant paying as Rent to the Landlord:

2.1.1 the Annual Rent;

2.1.2 any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease.

3 TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the following covenants during the Term:

3.1 Rent and Interest

3.1.1 The Tenant shall pay the Annual Rent.

3.1.2 If the Annual Rent or any part of it is not paid in cleared funds on the date on which it is due or if any other part of the Rent is not paid within 14 days after becoming due (whether or not demanded except where a demand is required by this Lease) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Tenant on demand.

3.2 Installation Timetable

3.2.1 The Tenant shall use all reasonable endeavours to comply with and meet the timeframes for installation and energisation of the Equipment as set out in the Installation Timetable and in accordance with (in particular (but not limited to) clause 4 of) the Concession Agreement.

3.3 Outgoings

3.3.1 The Tenant shall pay and discharge all Outgoings (save for those arising from any dealing with the reversion to this Lease) relating to the Property at the times when they become due.

3.3.2 If at any time the Property is not separately assessed for any Outgoings the Tenant shall pay to the Landlord on demand a fair proportion (determined by the Landlord) of any assessment which includes the Property.

3.3.3 The Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) make any claim for relief in respect of any Outgoings.

3.3.4 The Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) agree with the relevant authority any rating or other assessment in respect of the Property and shall consult with (and have due regard to the representations of) the Landlord in the negotiations for any such assessment or any appeal against any such assessment.

3.3.5 The Tenant shall observe and perform and comply with all laws regulations requirements and recommendations of the supplying authorities in respect of the supply and removal of water electricity gas communications media sewage or other services to and from the Property.

3.4 Common Parts

- 3.4.1 The Tenant shall not cause or permit damage to any Common Parts and where such damage is so caused or permitted the Tenant shall promptly reimburse the Landlord the cost of repairing such damage.

3.5 Repair and Use

- 3.5.1 The Tenant shall keep and maintain the Equipment in accordance with the provisions of the Concession Agreement
- 3.5.2 The Tenant shall keep the Property and all tenant's plant and equipment on the Property in a clean, tidy and safe condition and free from Contamination.
- 3.5.3 The Tenant shall at least once in every year of the Term carry out an inspection of the Property and Equipment to ascertain that there are no defects or wants of repair in the Property or the Equipment and shall promptly following such inspection remedy or make good any such defects or wants of repair to the extent that it is the Tenant's obligation to do so under the terms of this Lease or the Concession Agreement.
- 3.5.4 The Tenant shall not do any act on the Property or the Landlord's Property which may endanger the safety or stability of the Landlord's Property or adjoining property or of any neighbouring property or of any person in occupation of or otherwise on such property and shall not store on the Property any inflammable dangerous or explosive substance liquid or gas other than in such quantities as may be necessary in connection with the proper carrying out of the Permitted Use and provided that such items are stored strictly in accordance with all Applicable Laws and the directions of the Landlord and for the avoidance of doubt the provisions of Applicable Laws shall take priority.
- 3.5.5 The Tenant shall not use the Property or the Equipment for any purpose except the Permitted Use.
- 3.5.6 The Tenant shall give written notice to the Landlord immediately on becoming aware of any damage to or destruction of the Property or any defect or want of repair in the Property (including without limitation any relevant defect within the meaning of section 4 Defective Premises Act 1972) which the Landlord is liable to repair under this Lease or which the Landlord is or may be liable to repair under common law or by virtue of any Applicable Law.
- 3.5.7 The Tenant shall use the Conduits within or serving the Property solely for the purpose for which they are designed and shall not exceed the capacity of such Conduits.

3.6 Landlord Right to Remedy

- 3.6.1 If the Tenant is in breach of this clauses 3.4 or 3.5 then in addition to any other rights which the Landlord may have:
 - 3.6.1.1 the Landlord may serve on the Tenant written notice specifying the breach in question;
 - 3.6.1.2 the Tenant shall as soon as practicable after receipt of that notice and in any event within two months (or as soon as possible in the case of emergency) commence and proceed with all due speed to remedy the breach;
 - 3.6.1.3 and if the Tenant fails to comply with Paragraph 3.6.1.2 the Landlord may enter the Property and carry out the relevant work and all costs incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord which the Tenant shall pay on demand with interest at the Interest Rate from the date of demand to the date of payment.

3.7 Alterations

- 3.7.1 Other than the installation of the Equipment the Tenant shall not construct or erect any building erection structure or works upon the Property or make any alteration addition or improvement to the Property whether structural or otherwise or carry out any form of development within the meaning of the Town and Country Planning Act 1990 ("**Development**").

3.8 Yielding up on Determination

- 3.8.1 On Determination the Tenant shall, either prior to the expiry of the Term or within 1 month of Determination of the Lease where such Determination is not the expiry of the Term, yield up the Property to the Landlord with vacant possession in a state of repair and condition which is consistent with the proper performance of the Tenant's covenants in this Lease and having fully complied with the requirements of the relevant authority in respect of the Property.
- 3.8.2 If following expiry of 1 month from Determination the Tenant leaves any fixtures fittings or other items in the Property, the Landlord may treat them as having been abandoned and may remove destroy or dispose of them as the Landlord wishes and the Tenant shall pay to the Landlord on demand the reasonable and properly incurred cost of this from the date of demand to the date of payment and indemnify the Landlord against any and all resulting liability.
- 3.8.3 The Tenant shall remove all buildings erections and works built on the Property (but not for the avoidance of doubt any buildings or works beneath the Property or the Associated Infrastructure with all such items to be left by the Tenant at the Property) (whether or not constructed or placed on the Property in performance of a covenant with or obligation owed to the Landlord) and shall reinstate all alterations additions or improvements made to the Property and all Signs erected at the Property at any time during the Term and where this involves the disconnection of Conduits the Tenant shall ensure that the disconnection is carried out properly and safely and that the Conduits are suitably sealed off or capped and left in a safe condition so as not to interfere with the continued functioning of the Conduits elsewhere in the Landlord's Property.
- 3.8.4 The Tenant shall make good any damage caused to the Landlord's Property and Property in complying with clause 3.8 and shall carry out all relevant works (including the making good of damage) to the reasonable satisfaction of the Landlord.
- 3.8.5 The Tenant shall within 1 month of Determination use all reasonable endeavours to novate to the Landlord any grid connection agreement made between the Tenant and the local distribution network operator.
- 3.8.6 The Tenant shall within one month of the Determination of this Lease contact the local distribution network operator to request the novation of any grid connection agreement made between the local distribution network and the Tenant to the Landlord and shall novate any grid connection agreement made between the Tenant and the local distribution network operator to the Landlord within 2 months of Determination of the Lease. The Tenant shall keep the Landlord updated as to the progress of any novation and confirm to the Landlord the reason for any delay in the novation of any grid connection agreement. For the avoidance of doubt this obligation continues after Determination of this Lease.

3.9 Dealings with the Property

- 3.9.1 Unless expressly permitted below and by the issue of a Consent (where appropriate), the Tenant shall not assign underlet charge part with or share

possession or occupation of all or any part of the Property nor hold the Property on trust for any other person.

- 3.9.2 The Tenant may assign (without the consent of the Landlord being required) by way of security and/or charge its interest in this lease to any Funder.
- 3.9.3 The Tenant may assign or transfer its interest in this lease or the Property to or with any Group Company with the Landlord's consent (not to be unreasonably withheld or delayed).
- 3.9.4 Within twenty-eight days after any dealing with the Property or any interest in it (whether or not referred to above) the Tenant shall give to the Landlord's solicitors notice in duplicate specifying the basic particulars of the dealing and at the same time supply a certified copy of any instrument making or evidencing it.

3.10 Applicable Laws and Necessary Consents

- 3.10.1 The Tenant shall at all times comply with all obligations under Applicable Laws.
- 3.10.2 The Tenant shall not do or omit to do in relation to the Property or its use anything by reason of which the Landlord may incur any liability under any Applicable Laws whether for penalties, compensation, costs or otherwise.
- 3.10.3 The Tenant shall procure that its contractors, sub-contractors, agents and any other persons whom the Tenant (or any under-tenant or occupier of the Property) invites onto the Landlord's Property or the Property including any under-tenant or occupier of the Property conduct their own activities in compliance with the obligations in this clause 3.10.
- 3.10.4 The Tenant acknowledges it has exclusive responsibility for compliance with all Applicable Laws relating to health and safety in relation to the Property and its activities at the Landlord's Property.
- 3.10.5 Where the Tenant receives from a relevant authority any formal notice relating to the Property, the Equipment or the Tenant's activities at the Landlord's Property it shall provide a copy to the Landlord soon as reasonable practicable and if requested by the Landlord (at the Tenant's own cost) make or join in making such objections representations or appeals in respect of it as the Landlord may reasonably require.
- 3.10.6 Where any Applicable Law requires the carrying out of works to the Property (including the Equipment) the Tenant shall (if and to the extent required by this Lease or the Concession Agreement) as soon as reasonable practicable apply for Consent and any Necessary Consents to carry out the works and after obtaining them the Tenant shall as soon as reasonably practicable carry out the works to the reasonable satisfaction of the Landlord.
- 3.10.7 Before doing anything at the Property or the Landlord's Property which requires any Necessary Consents (and whether or not the Landlord shall have issued its Consent to that thing under the other provisions of this Lease) the Tenant shall:
 - 3.10.7.1 obtain all Necessary Consents for the purpose;
 - 3.10.7.2 produce copies of all Necessary Consents to the Landlord; and
 - 3.10.7.3 obtain the approval of the Landlord (which shall not be unreasonably withheld or delayed) to the Necessary Consents and the implementation of them,

PROVIDED that the Tenant shall not without Consent make or alter any application for any Necessary Consent (such consent not to be unreasonably withheld).

- 3.10.8 The Tenant shall, where relevant:

- 3.10.8.1 apply for and secure all Necessary Consents required in connection with any activity carried out by it at the Retained Land or the Property;
- 3.10.8.2 comply with all conditions or limitations imposed by any such Necessary Consent;
- 3.10.8.3 upon request provide a copy of any such Necessary Consent to the Landlord and where such Necessary Consent has been so provided, notify the Landlord as soon as practical in the event that there is any material variation to any such Necessary Consent or if the Tenant ceases to hold such Necessary Consent.

3.11 Environmental Liability

- 3.11.1 Without prejudice to any obligation on the Tenant to comply with all Applicable Laws the Tenant shall not permit any Hazardous Substances to escape from the Property and the Tenant shall indemnify the Landlord in full and on demand against all costs, actions, claims, proceedings losses, damages (including reasonably incurred professional costs) in relation to:
 - 3.11.1.1 any Hazardous Substances the Tenant brings onto the Property; and
 - 3.11.1.2 any Hazardous Substances present at the Property at the date of the Lease which the Tenant by the exercise of the rights granted causes to be released or to cause Environmental Damage.
- 3.11.2 The parties agree that the Landlord may provide a copy of this clause and its related definitions to any regulatory authority which is taking or threatening to take action under or assessing or imposing responsibility in respect of any Contamination at or near the Property and neither party shall challenge the application of this clause as an agreement on liabilities under Part 2A of the Environmental Protection Act 1990 or otherwise for the purpose of allocating liability in respect of Environmental Damage;
- 3.11.3 If any regulatory authority should disregard the allocation of liability provided in this clause, the parties shall still apply the provisions of this clause so as to restore the financial position of the parties to what which would have prevailed had the regulatory authority not disregarded those provisions

3.12 Rights and Easements

- 3.12.1 Subject to the Rights granted in Schedule 1, the Tenant shall not grant to any third party any rights over the Property.
- 3.12.2 The Tenant shall not obstruct the roadways on the Landlord's Property and shall not without prior consent of the Landlord park vehicles nor load or unload goods on any part of the Landlord's Property (excluding the Property) or on the roads forming part of the Landlord's Property Provided that this clause shall not prohibit such parking, loading or unloading on areas within the Landlord's Property from time to time designated by the Landlord for those purposes.

3.13 Entry by Landlord

- 3.13.1 Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain for as little time as is reasonable possible on) the Property for the purpose of:
 - 3.13.1.1 exercising the rights reserved by Schedule 2;
 - 3.13.1.2 inspecting the Property for any purpose;

- 3.13.1.3 making surveys or drawings of the Property;
 - 3.13.1.4 complying with the Landlord's obligations under this Lease or any Applicable Law; or
 - 3.13.1.5 carrying out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do.
- 3.14 Costs
 - 3.14.1 The Tenant shall pay to the Landlord on demand all fees costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:
 - 3.14.1.1 any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement of those covenants and obligations by the Landlord;
 - 3.14.1.2 any application for Consent under this Lease whether or not that Consent is refused or the application is withdrawn;
 - 3.14.1.3 the service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;
 - 3.14.1.4 the service of any notice under Paragraph 3.14.1.3 or any schedule of dilapidations served during the Term or within six months after Determination;
 - 3.14.1.5 abating a nuisance which the Tenant fails to abate.
- 3.15 Title Matters
 - 3.15.1 The Tenant shall observe and perform all covenants arising from the Title Matters so far as they affect the Property and/or rights granted by this Lease and are still subsisting.
- 3.16 Adjoining Property
 - 3.16.1 The Tenant shall not make any objections to any application by the Landlord for planning permission on the Landlord's Property or any property adjoining or neighbouring the Property owned by the Landlord. For the avoidance of doubt this obligation only binds the Landlord as the reversionary owner of the Property and shall in no way be deemed to affect its duties as the local planning authority for the Property.
- 3.17 Concession Agreement
 - 3.17.1 The parties acknowledge the Concession Agreement and the Tenant confirms that it is bound by the terms of the Concession Agreement.
 - 3.17.2 For such period as the Concession Agreement is in existence the Tenant shall comply with the obligations contained in the Concession Agreement in so far as they are applicable to the Property as if they were set out in full in this Lease.
 - 3.17.3 For such period as the Concession Agreement is in existence where there is any conflict between the provisions of the Concession Agreement and this Lease then the provisions of the Concession Agreement shall prevail.
 - 3.17.4 If the Concession Agreement is terminated, then this Lease shall automatically terminate on the date that the Concession Agreement terminates. In the event of termination under this clause the Tenant will ensure it has complied with all the yielding up obligations contained in clause 3.8 above.
- 3.18 Indemnity and Insurance
- 3.19 The Tenant shall obtain and maintain the following insurances throughout the Term:

- 3.19.1 Employers liability insurance with a level of cover not less than £10,000,000 (ten million) per occurrence or series of related occurrences; and
 - 3.19.2 third party liability insurance with a level of cover not less than £5,000,000 (five million) per occurrence or series of related occurrences; and
 - 3.19.3 product liability insurance with a level of cover not less than £10,000,000 (ten million) per occurrence or series of related occurrences; and
 - 3.19.4 professional indemnity insurance with a level of cover not less than £2,000,000 (two million) per claim.
- 3.20 The Tenant will maintain appropriate insurance in respect of damage to or destruction of the Equipment with a level of cover that is sufficient to cover the full replacement/reinstatement cost of the Equipment.
- 3.21 The Tenant shall indemnify the Landlord in respect of all liabilities incurred, all damage and loss suffered, all claims, demands, actions and proceedings and properly incurred costs and expenses arising as a consequence of (i) any negligence in the exercise of the rights granted by the Lease or (ii) a breach of the tenant covenants by the Tenant or any authorised user, invitee or visitor to the Property.

4 LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

4.1 Quiet Enjoyment

That the Tenant paying the Rent and other sums payable by the Tenant and performing the Tenant's obligations under this lease the Tenant may quietly possess and enjoy the Property during the Term without any interruption by the Landlord or any person lawfully claiming through under or in trust for it.

4.2 Retained Land

The Landlord shall not make any alteration to the Retained Land nor plant any tree or shrub or erect any structure on, under or over the Retained Property which adversely affects the Permitted Use and/or the Tenant's business from the Property, other than with the prior written consent of the Tenant (such consent not to be unreasonably withheld or delayed) and in accordance with the Tenant's reasonable requirements.

4.3 Cables and Electricity Supply

Except in the case of emergency the Landlord shall not interfere with or obstruct either the operation of the Cables, or the access to the Cables.

4.4 Direct Agreement

- 4.4.1 The Landlord must, if required by the Tenant, review any Direct Agreement which is provided to the Landlord and approve the Direct Agreement or otherwise provide any comments on the Direct Agreement within twenty (20) Working Days of the later of the Landlord's Solicitors' receipt of same from the Tenant or the Tenant's Solicitors, and the receipt by the Landlord's Solicitors of a suitable fee undertaking.
- 4.4.2 The Landlord shall act reasonably and in good faith and any comments made shall be limited to the extent that they relate to material obligations on the Landlord.
- 4.4.3 The Tenant will procure that the Direct Agreement is not completed prior to completion of the security to which it relates.

- 4.4.4 For the avoidance of doubt the Landlord shall not be obliged to enter into any Direct Agreement which contains covenants which are more onerous than contained in the lease and/or which in any way alters:
 - 4.4.4.1 The extent of the Property
 - 4.4.4.2 the length of the Term;
 - 4.4.4.3 the Rent
 - 4.4.4.4 the rent review provisions.
- 4.5 Wayleaves
 - 4.5.1 If requested to do so by the Tenant due to the requirements of a telecommunications provider or distribution network provider in relation to the Permitted Use the Landlord shall (subject to the Tenant paying the Landlord's reasonable and proper costs incurred in doing so) together with the Tenant enter into a wayleave or such other form of consent with a telecommunications provider or distribution network provider in such form as shall be approved by the Landlord (such approval not to be unreasonably withheld or delayed) and the Tenant shall indemnify the Landlord for any liability incurred in relation to the same. For the avoidance of doubt this obligation shall only apply to telecommunications connection where such connection is solely to serve the Equipment and not any commercial or third party use and in no circumstance shall any Code Rights be granted.
- 4.6 Planning
 - 4.6.1 The Landlord (as landowner) shall not object to any application by the Tenant under the Planning Acts which relates to the use of the Property for the Permitted Use, and shall if required by the Tenant (and subject to the provisos set out in clause 4.6.2 below be a party to any Planning Agreement obligations required by a Local Authority in order to consent to the same and bind the land as landowner.
 - 4.6.2 The Landlord (as landowner) will enter into a Planning Agreement provided that:
 - 4.6.2.1 the Tenant observes and performs all the obligations whether on the part of the Landlord or the Tenant contained in the Planning Agreement.
 - 4.6.2.2 the negotiation of any Planning Agreement must be carried out by the Tenant in consultation with the Landlord. The Tenant shall provide a copy of any Planning Agreement to the Landlord (as landowner) who shall be required to approve the Planning Agreement or otherwise provide any comments on the Planning Agreement within fifteen (15) Working Days of the later of the Landlord's Solicitors' receipt of same from the Tenant or the Tenant's Solicitors and the receipt by the Landlord's Solicitors of a suitable fee undertaking;
 - 4.6.2.3 the Landlord shall act reasonably and in good faith and any comments made shall be limited to the extent that the Planning Agreement do not comply with this clause 4.6. If the Landlord does not approve or advise of any proposed changes to the Planning Agreement within the fifteen (15) Working Day period referred to in clause 4.6.2.2, the Landlord (as landowner) is deemed to have approved the form of the Planning Agreement and undertakes to enter into the same promptly.
 - 4.6.2.4 the Tenant shall by deed entered into no later than the completion of the Planning Agreement in a form agreed with the Landlord (both

parties acting reasonably) indemnify the Landlord against all proper and reasonable costs incurred by the Landlord in complying with the terms of this Clause 4.6

4.7 Maintenance – To be considered on Site by Site basis

4.7.1 The Landlord shall ensure that the Common Parts are repaired and maintained in accordance with the principles of good estate management which shall include the maintenance, repair, lighting (only where such is already installed on the Common Parts), cleaning and renewal of all structures and other items used by the Property in common with other property.

4.7.2 The Tenant shall contribute on a fair and proportionate basis according to user to the costs incurred by the Landlord in complying shall pay such costs within fourteen days of written demand from the Landlord.

5 **OPERATIONAL HOURS – TO BE CONSIDERED ON A SITE BY SITE BASIS WHETHER THIS REQUIRED**

5.1 The Landlord and Tenant acknowledge that the Property and the Landlord's Property which it forms part of are not accessible outside of the Operational Hours.

5.2 The Operational Hours are set by the Landlord in its absolute discretion save that, other than as set out below, access to the Property for third party users shall be available for a minimum of {X} hours per day Monday to Friday and {X} hours per day on Saturdays and Sundays. The Tenant acknowledges that the Landlord may vary the Operational Hours for seasonal variation.

5.3 The Landlord may, where required, temporarily close the Landlord's Property or Property or suspend access to the Property at particular times during the year for certain events provided that the Landlord shall not temporarily close the Property for more than 14 days in any calendar year.

5.4 The Landlord shall always provide the Tenant with at least one weeks' written notice (save in emergency where as much notice as reasonably practicable shall be given) of any change or suspension of the Operational Hours under this clause 5.

6 **FORFEITURE**

6.1 Without prejudice to any other rights of the Landlord if:

6.1.1 the Annual Rent remains unpaid twenty-one days after becoming due (whether demanded or not);

6.1.2 any breach of any material condition of the Tenant's covenants in this Lease;

6.1.3 the Tenant or any guarantor of the Tenant's obligations under this Lease:

6.1.3.1 enters into any composition or arrangement with its creditors generally or any class of its creditors; or

6.1.3.2 is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of any execution sequestration or other process levied upon or enforced against any part of its undertaking property assets or revenue;

6.1.4 (where the Tenant or any guarantor of the Tenant's obligations under this Lease is a company) the Tenant or any guarantor:

6.1.4.1 is the subject of an order made or a resolution passed or analogous proceedings taken for winding up such company (save for the purpose of and followed within four months by an amalgamation or reconstruction which does not involve or arise out of insolvency or

give rise to a reduction in capital and which is on terms previously approved by the Landlord);

- 6.1.4.2 has an administrative receiver appointed of the whole or any part of the undertaking property assets or revenues of such company;
- 6.1.4.3 is the subject of 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;
- 6.1.4.4 stops payment or its directors take steps to obtain a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or
- 6.1.4.5 is dissolved or otherwise ceases to exist.

PROVIDED THAT for the avoidance of doubt the provisions of this Clause 6.1.4 shall also apply without limitation 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 (as amended) and to a limited liability partnership subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (as amended).

- 6.1.5 any event occurs or proceedings are taken with respect to the Tenant or any guarantor of the Tenant's obligations under this Lease in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in Clauses 6.1.3 or 6.1.4.

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Property whereupon this Lease shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease **provided that** the Landlord shall not exercise any rights of forfeiture or re-entry without first serving a notice of any breach of the Tenant's obligations on the Tenant and any Funder and affording the Funder a reasonable opportunity to remedy or as near as possible in the circumstances remedy within a reasonable period (being no more than 30 days in the case of a monetary breach and 3 months in the case of any other breach from the date of the notice) the relevant breach, non-payment or non-observance.

7 MISCELLANEOUS

- 7.1 Except to the extent that compensation may be payable by law notwithstanding any agreement to the contrary neither the Tenant nor any occupier of the Property at any time shall be entitled to any compensation under any statutory provision upon Determination or upon leaving the Property.
- 7.2 Except to the extent that the Landlord may be liable under its covenants in clause 4 above or by law notwithstanding any agreement to the contrary the Landlord shall not be liable in any way to the Tenant or any servant agent licensee or invitee of the Tenant by reason of:
 - 7.2.1 any act neglect default or omission of any of the tenants or owners or occupiers of any adjoining or neighbouring property or of any representative or employee of the Landlord (unless acting within the scope of the express authority of the Landlord);
 - 7.2.2 the defective working stoppage or breakage of or leakage or overflow from any Conduit; or

- 7.2.3 the obstruction by others of the areas over which rights are granted by this Lease.
- 7.3 Nothing in this Lease shall imply or warrant that the Property may lawfully be used or is suitable for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord.
- 7.4 The Landlord and the Tenant shall not be liable to each other for breach of any covenant in this Lease to the extent that its performance or observance becomes impossible or illegal but subject to the other provisions of this Lease the Term and the Tenant's liability to pay the Rent shall not (except in the case of Force Majeure) cease or be suspended for that reason.
- 7.5 Except in so far as expressly provided in this Lease nothing shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any easement right or privilege whatsoever over or against any adjoining or neighbouring property which now or at any time shall belong to the Landlord for an estate in fee simple or for a term of years which would or might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or neighbouring property and the Landlord shall have the right at any time to make such alterations or to pull down and rebuild or redevelop any such adjoining or neighbouring property as it may deem fit without obtaining any consent from the Tenant, subject to the Landlord not developing or allowing to be developed any adjoining land in any way which would compete with the Permitted Use in this Lease.
- 7.6 Nothing in this Lease shall restrict prejudice or affect the Landlord's powers and duties in the exercise of its functions as the [local authority/highways authority/local planning authority] and for the avoidance of doubt the Landlord reserves to itself the right to charge parking fees in respect of any vehicle at the Landlord's Property or Property in relation to the activities of the Tenant.
- 7.7 Any consent, notice, decision or approval given or issued, or required to be given or issued, by the Landlord under the terms of this Lease shall be deemed to be a consent, notice, decision or approval of the Landlord solely in its capacity as the freehold owner of the Property and not in its capacity as a local authority or otherwise. No consent, notice, decision or approval pertaining to the Property issued by the Landlord in the exercise of statutory powers shall have effect as a consent, notice, decision or approval of the Landlord as the landlord under this Lease.
- 7.8 This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

8 JURISDICTION

- 8.1 This Lease shall be governed by the laws of England and Wales and the Tenant irrevocably submits to the exclusive jurisdiction of the English Courts.

9 NOTICES, CONSENTS AND APPROVALS

- 9.1 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:
- 9.1.1 in writing (and for the purposes of this clause an e-mail is not in writing other than for any notice served by the Landlord as referred to in Clauses 9.2 or and
- 9.1.2 given by hand or by recorded delivery post addressed (in the case of any notice to the Landlord) to the [] or upon such other person as the Landlord may from time to time appoint for that purpose and whose name and address shall have been notified in writing to the Tenant and (in the case of any notice to the Tenant) to the Tenant at the Property or its last known place of business or abode in the United Kingdom or (if the Tenant is a company) to its company secretary at its registered office.

- 9.2 If a notice complies with the criteria in Clause 9.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:
- 9.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 9.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 9.3 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.
- 9.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
- 10 EXCLUSION OF SECTIONS 24-28 LANDLORD AND TENANT ACT 1954**
- 10.1 The Landlord and the Tenant agree that sections 24-28 of the 1954 Act are excluded in relation to this Lease.
- 10.2 The Landlord has before the Tenant entered into this Lease or was contractually bound to do so served on the Tenant a notice substantially in the form set out in the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 10.3 Either the Tenant or someone acting on its behalf has before it entered into this Lease or became contractually bound to do so made a [simple][statutory] declaration dated [] 2022 substantially in the form set out in the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
- 10.4 The Tenant confirms in any case where the declaration referred to in Clause 10.3 has been made by someone acting on its behalf that the declarant had authority to do so and that there is no agreement for lease to which this Lease gives effect.
- 11 RELOCATION AND BREAK RIGHTS**
- 11.1 In this clause:
- 11.1.1 "Development" means the demolition or reconstruction or the carrying out of substantial works of construction that could not reasonably be carried out without obtaining possession of the Property or preventing access to the Property and "Develop" will be construed accordingly;
- 11.1.2 "DNO" means the local distribution network operator for the New Location;
- 11.1.3 "Energisation" means that the Equipment at the New Location is fully operational and available for public use as approved and signed off by a charging station manufacturer approved commissioning engineer;
- 11.1.4 "Grid Offer" means an offer from the DNO for the installation of a connection between the Equipment to be installed in the New Location and the national electricity transmission system;
- 11.1.5 "Grid Offer Refusal" means:
- 11.1.5.1 a refusal of the application for the Grid Offer by the DNO; or
- 11.1.5.2 a failure by the DNO to respond to the Grid Offer Application within three months; or
- 11.1.5.3 the making of a Grid Offer which is not a Satisfactory Grid Offer
- 11.1.6 "New Location" means the new location agreed or determined in accordance with 11.4 of this lease
- 11.1.7 "Planning Permission" means an outline or full planning permission (or a deemed planning permission given under statute) for the Equipment at the New Location by a local planning authority or other appropriate determining body or person

including a planning permission issued pursuant to an application under section 73 of the Town and Country Planning Act 1990

11.1.8 "Relocation" means relocation of the Equipment in accordance with the provisions of clause 11 of this Lease

11.1.9 "Relocation Lease" means the lease granted to the Tenant pursuant to clause 11.5.3 of this Lease

11.1.10 "Relocation Notice" means a written notice in which the Landlord states that it requires Relocation, such notice to include the Landlord's proposal for the New Location

11.1.11 "Satisfactory Grid Offer" means a Grid Offer which is acceptable to the Tenant (acting reasonably)

11.2 If the Landlord wishes to carry out Development to the Property or the Landlord's Property and

11.3 in the Landlord's reasonable opinion the Development cannot proceed without the removal of the Equipment or is prevented because of the operation of the rights granted by the Lease and the position of the Equipment the Landlord may serve a Relocation Notice.

11.4 New Location

11.4.1 The New Location shall be such location as is agreed between the Landlord and the Tenant (both acting reasonably, in good faith and without delay) as soon as reasonably practicable following valid service of a Relocation Notice.

11.4.2 The New Location must:

11.4.2.1 be within the Landlord's Property; or

11.4.2.2 other suitable and appropriate land owned or demised to the Landlord;

and

11.4.2.3 be of a similar profile and size to the Property immediately before service of the Relocation Notice;

and

11.4.2.4 provide similar but no less commodious visibility of, ease of user access to and user flow to the Equipment as the Property immediately before service of the Relocation Notice.

11.4.3 If the New Location will not be within the Landlord's Property, then the New Location shall be such location as is agreed between the Landlord and the Tenant with the intention that the position and visibility of and ease of user access to the New Location should not be worse than the Property immediately before service of the Relocation Notice.

11.4.4 Following:

11.4.4.1 agreement or determination of the New Location in accordance with this clause 11.4 (if applicable); or

11.4.4.2 (if the New Location is within the Landlord's Property adjoining the Property) valid service of a Relocation Notice,

the Tenant shall (if required) make an application for:-

- (i) a Grid Offer and use its reasonable endeavours to obtain a Grid Offer as soon as reasonably practicable thereafter; and
- (ii) where required, agreement of any third party wayleaves required to energise the New Location in terms acceptable to the Tenant, acting reasonably.

11.4.5 The Tenant shall keep the Landlord reasonably and regularly informed of the progress of the Grid Offer application (and where required the progress of wayleave negotiations) and shall notify the Landlord within 10 working days of receipt of a Grid Offer whether or not it is a Satisfactory Grid Offer.

11.4.6 If there is a Grid Offer Refusal, the Tenant shall not be obliged to Relocate but the parties may work together to agree an alternative New Location following the process in this clause 11.4 but the Landlord shall not be obliged to find an alternative New Location.

11.4.7 The New Location shall be such location as is agreed between the Landlord and the Tenant (both acting reasonably, in good faith and without delay) as soon as reasonably practicable following agreement of the New Location (if applicable) and receipt of a Satisfactory Grid Offer.

11.5 Conditions of relocation

11.5.1 Promptly following agreement or determination of the New Location in accordance with paragraph 11.4 of this clause 11 the Tenant shall if required, make an application for Planning Permission for Relocation to the New Location and shall use reasonable endeavours to diligently pursue such application (but shall not be required to submit any appeal).

11.5.2 Promptly following the grant of all necessary consents for the Relocation, including (if required) Planning Permission that is satisfactory to the Tenant (acting reasonably), the Tenant shall carry out such works as are necessary to effect the Relocation, including installation of the Equipment within the New Location.

11.5.3 Within 10 working days following completion of the works referred to in paragraph 11.5.2 above so that the Equipment within the New Location are fit for immediate use by members of the public the parties shall simultaneously:

11.5.3.1 terminate this Lease; and

11.5.3.2 grant and enter into a new lease of the New Location on the same terms as this Lease (*mutatis mutandis*), with such amendments as are agreed between the parties (acting reasonably) (Relocation Lease);

11.5.4 The Landlord shall pay to the Tenant within 28 days of written request (such request to include all relevant invoices and supporting information to substantiate the claim) pre-approved costs incurred in carrying out the necessary de-installation, removal and reinstallation work including for the avoidance of doubt any grid connection costs. Such costs shall be submitted in advance by the Tenant to the Landlord for approval before the Tenant incurs such costs and the Landlord shall be entitled to seek alternative quotes to verify the Tenant's costs and provided that the Landlord shall not be obliged to pay more than twenty five thousand pounds (£25,000) towards such costs to be reimbursed under this provision. For the avoidance of doubt the Landlord shall not be liable or responsible for any loss of profits or business opportunity, breach of Concession Agreement or breach of agreement between the Provider and a third party caused as a result of the disruption, downtime and/or moving of the Charge Points.

11.6 Termination

11.6.1 If the parties both using reasonable endeavours and complying with the terms of this clause have been unable to agree a New Location or if a New Location is not available then the Landlord may terminate this Lease by serving not less than two months' written notice on the Tenant specifying the break date and the Lease will terminate on such date

11.6.2 The Landlord shall pay to the Tenant compensation for the value of the Equipment on the Property and the Retained Land up to a maximum of twenty five thousand pounds (£25,000);

12 **OWNERSHIP OF EQUIPMENT**

12.1 The Landlord and the Tenant agree that:

12.1.1 the Equipment is the property of the Tenant; and

12.1.2 any Equipment which is attached or affixed to the Property or Landlord's Property is attached or affixed only for the purpose of its more effective use and operation, and is not intended to be a permanent addition or improvement to the Property or the Landlord's Property.

13 **ARBITRATION**

Any dispute or differences arising between the Landlord and the Tenant as to their respective rights duties and obligations or as to any matter arising out of or in connection with this Lease shall (unless provided to the contrary in this lease) be referred to an independent surveyor appointed by the president and such surveyor shall have the requisite knowledge skills and experience to determine the matter in dispute and shall act as arbitrator in accordance with the arbitration act 1996 or any statutory modification or re-enactment of the same for the time being in force. The arbitrator shall be appointed by agreement between the parties or in default of agreement within 10 working days of a nomination by one party to the other by (at the election of the nominating party) the president for the time being of the law society or of the royal institution of chartered surveyors on the application of either party.

14 **FORCE MAJEURE**

Neither party shall be in breach of this agreement nor liable for delay in performing or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (lack of funds not being considered reasonable). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 3 months' written notice to the other party.

15 **ENTIRE AGREEMENT**

15.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

15.2 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

This Lease has been executed by the parties to it as a deed and is delivered on the date of this Lease.

SCHEDULE 1 RIGHTS GRANTED

The following rights (in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled) for the Tenant and any persons authorised by the Tenant/user of the Equipment or permitted occupier of the Property ("**Rights**"):

1 Roads

The right, during Operational Hours only, to pass and repass to and from the Property to reach the public highway at all times with or without vehicles for all purposes connected with the proper use and enjoyment of the Property over and along such of the accesses, footpaths and roadways provided at the Landlord's Property for common use as may be designated by the Landlord from time to time;

2 Equipment and Cable Rights

2.1 the right to install, and upgrade the Equipment on the Property and, where required to effect such rights, to carry out any such works on the Landlord's Property (first having obtained the Landlord's consent such consent not to be unreasonably withheld or delayed)

2.2 in relation to Equipment installed on the Landlord's Property the right to access such Equipment (on reasonable prior notice to the Landlord, save in the case of emergency) in order to inspect, repair and maintain them;

2.3 provided that the Tenant has first obtained the approval of the Landlord (such approval not to be unreasonably withheld) the right to install, use, upgrade and to connect into any existing electricity or telecommunications cables within the Landlord's Property subject to temporary interruption by the Landlord for repair, alteration or replacement or other failure of supply due to circumstances beyond the Landlord's control; and

3 Signage

The right to erect such Signs or other Advertisements (as are required by the Tenant in respect of the promotion and terms and conditions of use of the Equipment for the Permitted Use) in such places on the Landlord's Property as shall be agreed by the Landlord (such consent not to be unreasonably withheld or delayed).

4 Exercise of Rights

4.1 In the exercise of the rights the Tenant shall ensure that it or its employees contractors and other authorised parties shall:

(a) cause as little disturbance to the Landlord or its tenants as practicable; and

(b) as soon as practicable make good at its or their own expense any physical damage thereby occasioned;

4.2 The Rights granted in this schedule are granted in common with the Landlord and any other person authorised by the Landlord and subject to the Title Matters.

4.3 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.

4.4 The Tenant shall exercise the Rights in accordance with any reasonable regulations made by the Landlord.

4.5 The Tenant shall comply with all laws relating to its use of the Landlord's Property pursuant to the Rights.

5 Variation of Access and Cables

- 5.1 The Landlord may, at its discretion, change the route of any means of access to or egress from the Property through the Landlord's Property so long as a means of access and egress with or without vehicles is maintained at all times and subject to vehicular access being afforded to third parties in order to connect directly into the Equipment, save in case of emergency.
- 5.2 In relation to the Rights mentioned in paragraph 2, the Landlord may, at its discretion and cost, re-route or replace any such Conduits and that Right shall then apply in relation to the Conduits as re-routed or replaced, subject to vehicular access being afforded to third parties in order to connect directly into the Equipment and no disruption to the use and operation of the Equipment, save in case of emergency whereby the Landlord shall ensure any disruption is kept to an absolute minimum.

SCHEDULE 2 EXCEPTIONS AND RESERVATIONS/TITLE MATTERS

Part 1 Exceptions and Reservations

The following rights for the Landlord and all others from time to time authorised by the Landlord or otherwise entitled ("**Reservations**"):

- 1 Access

the right at all reasonable times upon prior notice having been given (except in case of emergency when no notice shall be required) to enter upon the Property for the purpose of repairing, maintaining or inspecting any adjoining property of the Landlord, or for the purpose of complying with its statutory duties and obligations or for all or any of the purposes mentioned in this Lease;
- 2 Conduits

the free and uninterrupted right to connect to and use all Conduits from time to time within or forming part of the Property and the right to enter and to repair relay move and maintain and make connections with any of the Conduits;
- 3 Works

the right from time to time and at all times during the Term to carry out (whether on or from the Property) any works which may in the reasonable opinion of the Landlord be necessary for the proper operation of the Landlord's undertaking including the re-routing of any Conduits or other services affecting the Property and the installation of apparatus or services;
- 4 Light

all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or property;
- 5 Easements

all other easements or other rights in the nature of easements or quasi-easements now enjoyed by any adjoining or neighbouring property of the Landlord over the Property;
- 6 Adjoining Land
 - 6.1 the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Tenant may at any time during the Term be using or enjoying (other than by virtue of an express grant made herein or of any grant or licence in writing from the Landlord) over any adjoining or adjacent land as appurtenant or belonging to the Property;
 - 6.2 full right and liberty from time to time to use its adjoining and neighbouring lands in such manner as the Landlord may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the Property may be thereby affected provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use;
- 7 Support and Protection

the right of support and protection from the Property for the Landlord's adjoining land and any building erected thereon
- 8 Provisos
 - 8.1 Any party exercising any of the Reservations shall use all reasonable endeavours to minimise any consequent disruption or interruption to the continued operation of the Equipment for the Permitted Use

- 8.2 The Landlord and all those authorised by the Landlord to exercise the Reservations shall cause as little damage to the Property or Equipment as is reasonably practicable in the exercise of such rights and make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the person affected or pay reasonable and proper compensation in lieu of damage caused.
- 8.3 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 provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

Part 2 Title Matters

- 1 All matters affecting the Landlord's Property including but not limited to those contained or referred to in the registers of title number []

Original

The Common Seal of
was hereto affixed in the presence of:-

.....
Authorised Signatory

Counterpart

Executed as a deed by []
acting by [], a director in the presence of

.....
Director

Witness Signature
Witness Name
Witness Address