

DATED

2024

LEASE

relating to

LAND AT WELCOME CENTRE, UPTON COUNTRY PARK, POOLE

between

BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL

and

[•]

READ ONLY

THIS LEASE is dated

2024

PARTIES

- (1) **BOURNEMOUTH, CHRISTCHURCH AND POOLE COUNCIL** of BCP Council
Civic Centre, Bourne Avenue, Bournemouth, BH2 6DY (**Landlord**).
- (2) **[•]** incorporated and registered in England and Wales with company number
[•] whose registered office is at **[•]** (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1. Definitions:

Act of Insolvency:

- (a) 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;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) 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;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) 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;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) 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;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

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).

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.

Advertisement: any form of advertisement including but not limited to advertisements displayed on any digital display screen or a static advertising vinyl transfer or Sign.

Advertising and Sponsorship Policy: the Landlord's advertising governance policy as set out in Schedule 7.

Annual Rent: means:

- (a) the Base Rate; and
- (b) the Turnover Rent (if any).

Base Rent: amounts at an initial rate of the Initial Base Rent per annum and then as revised pursuant to Schedule 2.

Base Rent Payment Dates: 1st April and 1st August of each year.

Base Rent Review Date: the third anniversary of the Commencement Date.

Base Rent Shortfall Payment Date: the date which is ten working days from and including the date that the revised Base Rent is calculated by the Landlord and notified to the Tenant.

Base RPI Month: January 2024.

Break Date: the date specified in a Break Notice and which falls no sooner than 12 months following the date of the Break Notice.

Break Notice: written notice to terminate this lease specifying the Break Date.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Commencement Date: 1st January 2024.

Conditions for Entry: the conditions to which any right to enter granted in clause 3 is subject, namely that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency);

- (b) giving reasonable notice to the Landlord or any other person whose premises are being entered (except in the case of emergency when no notice is required);
- (c) in the case of any access to, or repair or maintenance of, the Water Tank, with prior appointment of the Landlord's staff at Upton Country Park, Poole;
- (d) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (e) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

Contractual Term: a term beginning on, and including the Commencement Date and ending on, and including 31st December 2028.

Default Interest Rate: 4 % per annum above the Interest Rate.

Designated Hours: such hours that Upton Country Park, Poole is open to the public as designated from time to time by the Landlord but excluding such hours that Upton Country Park, Poole is closed to the public as designated from time to time by the Landlord to allow the Landlord to undertake maintenance and repairs within Upton Country Park, Poole.

Drainage Point: the drainage (connected to the mains foul) shown for indicative purposes on Plan 2.

Dog Wash: an automated dog wash cleaning machine with integral digital display screen and equipment ancillary thereto owned by the Tenant for cleaning dogs and installed and constructed on the Property in accordance with the designs specifications and position as detailed in Schedule 4.

EIR: Environmental Information Regulations 2004.

Electricity Supply: the electric meter shown for indicative purposes on Plan 2 and as detailed in the photograph as set out in Schedule 6.

Environmental Performance: all or any of the following arising from the operation or use of the Property and/or the Dog Wash:

- (a) energy consumption.
- (b) Water consumption and discharge.
- (c) Waste generation and management.
- (d) Generation and/or emission of greenhouse gases.
- (e) Other adverse environmental impacts.

Expert: an independent surveyor:

- a) who is a Member or Fellow of the Royal Institution of Chartered Surveyors;

- b) with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- c) appointed in accordance with paragraph 4 of Schedule 2 or paragraph 4 of Schedule 3 (as relevant).

Improvement in Environmental Performance: the improvement of the Environmental Performance including (but not limited to) the following:

- (a) Reduction in or improved efficiency of energy consumption, including selection of alternative sources of energy with a lower environmental impact.
- (b) Reduction in generation and/or emission of greenhouse gases.
- (c) Reduction in or improved efficiency of water consumption or discharge.
- (d) Reduction in waste generation.
- (e) Improvement in the rate or efficiency of waste recycling or reuse of resources.
- (f) Reduction of other adverse environmental impacts.
- (g) Sourcing and promotion of a product range to minimise the environmental impact of both production and distribution.
- (h) Compliance with all provisions and exceeding all requirements of legislation that promote improvement in Environmental Performance.

in each case, taking into account any changes in the use or intensity of use of the Premises (and "improve the Environmental Performance" shall be construed in like manner).

Initial Service Charge: £260 per annum.

FOIA: Freedom of Information Act 2000.

Initial Base Rent: £[•].

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 may reasonably request the Tenant to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Landlord's Bank Account: such bank account as nominated in writing by the Landlord from time to time.

Landlord's Neighbouring Property: such adjoining and neighbouring property in which the Landlord has an interest as at the Commencement Date.

LTA 1954: Landlord and Tenant Act 1954.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use (including but not limited to consents under the provisions and requirements of Town and Country Planning Act 1990 or The Town and Country Planning (Control of Advertisements) Regulations 2007) or any other use of the Property pursuant to this lease.

Permitted Use: for the siting and operation of a Dog Wash for the purpose of automated sales of a dog washing service.

Plan 1: the plan annexed to this lease and marked "Plan 1".

Plan 2: the plan annexed to this lease and marked "Plan 2".

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.

Property: the land at Welcome Centre, Upton Country Park, Poole as shown edged red on Plan 1 and Plan 2.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

RPI: the Retail Prices Index or any official index replacing it.

Service Charge: amounts at an initial rate of the Initial Service Charge (plus any VAT payable thereon) per annum and then as revised pursuant to Schedule 3.

Service Charge Payment Date: 1st January of each year.

Service Charge Review Date: every anniversary of the Commencement Date.

Service Charge Shortfall Payment Date: the date which is ten working days from and including the date that the revised Service Charge is calculated by the Landlord and notified to the Tenant.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air conditioning (if any), energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Services: any service or amenity that the Landlord may provide for the benefit of the Property and/or the Landlord's Neighbouring Property or any tenants and occupiers of the Property and/or the Landlord's Neighbouring Property.

Signs: any signs, fascia, placards, boards, posters, vinyl, screen surround, kick boards and digital display screens.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the Commencement Date in the property register and the charges register of DT142814.

Trading Days: every day of the year including Easter Sunday but excluding Christmas Day.

Turnover Rent: the rent calculated, and payable, in accordance with Schedule 1.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

Water Supply: the water supply pipe as designated in writing by the Landlord from time to time.

Water Tank: a water tank and air gap system and pump installed and constructed in accordance with the designs specifications and details as set out in Schedule 5, and in a position shown for indicative purposes on Plan 2.

Year: a period of 12 months beginning on, and including 1st January.

- 1.2. A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3. A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 1.4. In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined (except as to questions of law) by the Landlord acting reasonably.
- 1.5. The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6. Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7. A reference to the **term** is to the Contractual Term.
- 1.8. A reference to the **end of the term** is to the end of the term however it ends.

- 1.9. References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 40.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 40.6.
- 1.10. A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11. A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12. Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13. 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 reasonable endeavours to prevent that thing being done by another person under the Tenant's control.
- 1.14. Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.16. Unless otherwise specified in this lease, a reference to **writing** or **written** includes email but excludes fax.
- 1.17. 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.

- 1.18. Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.19. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2 GRANT

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the right set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- 2.3.1 the Annual Rent and any VAT in respect of it;
 - 2.3.2 the Service Charge and any VAT in respect of it;
 - 2.3.3 all interest payable under this lease; and
 - 2.3.4 all other sums due under this lease.

3 ANCILLARY RIGHTS

- 3.1 Subject to compliance with the Conditions for Entry, the Landlord grants the Tenant the right to enter the Landlord's Neighbouring Property with or without the Tenant's agents, professional advisers, workmen and equipment so far as is reasonably necessary to exercise the right in clause 3.2 or to carry out work or do anything whatsoever comprised within the Tenant's obligations herein contained.

- 3.2 The Landlord grants the Tenant the right to use, connect into, repair, maintain the Water Supply, the Drainage Point, the Electricity Supply and the Water Tank.
- 3.3 The rights mentioned in clauses 3.1 and 3.2 are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.4 The rights mentioned in clauses 3.1 and 3.2 are granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.5 The Tenant shall exercise the rights mentioned in clauses 3.1 and 3.2 only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Landlord.
- 3.6 In relation to the right mentioned in clause 3.2, the Landlord may, at its discretion, re-route or reposition or replace any such Service Media, the Water Supply, the Drainage Point, the Electricity Supply or the Water Tank and that right shall then apply in relation to the Service Media, the Water Supply, the Drainage Point, the Electricity Supply or the Water Tank as re-routed or repositioned or replaced. Provided always that the rerouted or repositioned or replaced services shall not adversely affect the Tenant or the Tenant's ability to use such services.
- 3.7 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.8 For avoidance of doubt, neither the grant of this lease nor anything in it confers any right to use or park vehicles in any car parking spaces nor is to be taken to show that the Tenant may have any such right.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent

possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- 4.2 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- 4.3 the right to use and to connect into Service Media at the Property which are in existence at the Commencement Date or which are installed or constructed during the Contractual Term;
- 4.4 at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- 4.5 the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- 4.6 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- 4.7 the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property Provided always that the rerouted or replaced services or access or egress shall not adversely affect the Tenant or the Tenant's ability to use such services.
- 4.8 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 loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.
- 4.9 The Landlord reserves the right to enter the Property:
 - 4.9.1 to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
 - 4.9.2 for any other purpose mentioned in or connected with:
 - 4.9.3 this lease;
 - 4.9.4 the Reservations;

- 4.9.5 the Landlord's interest in the Property;
- 4.9.6 any of the Landlord's obligations contained in this lease;
- 4.9.7 any maintenance or repairs of the Landlord's Neighbouring Property or the Landlord's fixtures and fittings and all other fixtures of every kind which shall from time to time be in or upon the Landlord's Neighbouring Property or the Property (whether originally affixed or fastened to or upon the Landlord's Neighbouring Property or the Property or otherwise);
- 4.10 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.
- 4.11 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.
- 4.12 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:
- 4.12.1 physical damage to the Property; or
- 4.12.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5 THIRD PARTY RIGHTS

- 5.1 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.

- 5.2 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.

6 THE ANNUAL RENT AND SERVICE CHARGE

- 6.1 The Tenant shall pay the Annual Rent (and any VAT in respect of it) to the Landlord in accordance with clauses 6.2 and 6.3.
- 6.2 The Tenant shall pay the Base Rent with any VAT in respect of it to the Landlord by equal bi-annual payments in advance without any deduction or set-off on the Base Rent Payment Dates direct to the Landlord's Bank Account except that the first payment shall be made on the date of this lease and shall be a proportionate sum for the period from and including the Commencement Date to the next Base Rent Payment Date after the date of this lease.
- 6.3 The Tenant shall pay the Turnover Rent with any VAT in respect of it to the Landlord by annual payments in arrears without any deduction or set-off direct to the Landlord's Bank Account in accordance with Schedule 1.
- 6.4 Without prejudice to clauses 8, 9 and 10 of this lease, the Tenant shall pay the Service Charge to the Landlord in advance and in full without any deduction or set-off on each Service Charge Payment Date direct to the Landlord's Bank Account except that the first payment of the Service Charge shall be made on the date of this lease and shall be a proportionate sum for the period from and including the Commencement Date to the next Service Charge Payment Date after the date of this lease.

7 INSURANCE

- 7.1 The Tenant shall keep the Dog Wash and the Water Tank insured against loss or damage by the Insured Risks for the sum which the Landlord reasonably considers to be its full reinstatement cost (taking inflation of building costs into account).
- 7.2 The Landlord shall not be obliged to insure any part of the Property the Dog Wash the Water Tank or any other equipment or fixtures and fittings installed

by the Tenant or any other fixtures of any kind which shall from time to time be in or upon the Property or the Landlord's Neighbouring Property (whether originally affixed or fastened to or upon the Property or the Landlord's Neighbouring Property or otherwise).

7.3 The Tenant shall:

7.3.1 immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Dog Wash the Water Tank or any neighbouring property and shall give the Landlord notice of that matter;

7.3.2 not do or omit anything as a result of which any policy of insurance of the Dog Wash the Water Tank or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld;

7.3.3 comply at all times with the requirements and recommendations of the insurers relating to the Dog Wash and the Water Tank and any neighbouring property; and

7.3.4 give the Landlord immediate notice of the occurrence of any damage or loss relating to the Dog Wash the Water Tank arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Dog Wash and/or the Water Tank.

8 RATES AND TAXES

8.1 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:

8.1.1 any taxes payable by the Landlord in connection with the ownership of or any dealing with or disposition of the reversion to this lease; or

8.1.2 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.

8.2 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 or of the Council Tax banding, without the prior approval of the Landlord.

9 UTILITIES

9.1 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use and supply of electricity, water, telecommunications and data and other services and utilities to or from the Property.

10 COMMON ITEMS

10.1 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.

11 VAT

11.1 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.

11.2 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 Value Added Tax Act 1994.

12 DEFAULT INTEREST AND INTEREST

- 12.1 Following receipt of an invoice, if any Annual Rent, Base Rent, Turnover Rent, Service Charge or any other money payable under this lease has not been paid by the date it is due, after it has been formally demanded, 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.

13 Costs

- 13.1 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 reasonable contemplation of any of the following:

13.1.1 the enforcement of the tenant covenants of this lease;

13.1.2 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;

13.1.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;

13.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or

13.1.5 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).

- 13.2 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.

14 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.

15 SET-OFF

The Annual Rent, Base Rent, Turnover Rent, Service Charge 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).

16 ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

16.2 The Tenant shall not assign part only of this lease.

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that a person of standing acceptable to the Landlord acting reasonably enters into a guarantee and indemnity of the tenant covenants of this lease in such form as the Landlord may reasonably require.

16.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

16.4.1.1.1 the Annual Rent, the Service Charge or any other money due under this lease is outstanding or there is a breach of covenant by the Tenant that has not been remedied;

16.4.1.1.2 in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease.

16.5 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

17 UNDERLETTINGS

The Tenant shall not underlet the whole or any part of the Property.

18 CHARGING

The Tenant shall not charge the whole or any part of this lease.

19 PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, 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 (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

20 REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

20.1 In this clause a **Transaction** is:

20.1.1 any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;

- 20.1.2 the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- 20.1.3 the making of any other arrangement for the occupation of the Property.
- 20.2 in respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 20.3 No later than one month after a Transaction the Tenant shall:
- 20.3.1 give the Landlord's solicitors notice of the Transaction; and
- 20.3.2 deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- 20.3.3 pay the Landlord's solicitors a registration fee of £50 (plus VAT).
- 20.4 Following any Transaction If the Landlord reasonably so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

21 REPAIRS, INSTALLATION AND CONNECTIONS

- 21.1 The Tenant shall at its own expense:
- 21.1.1 keep the Property the Dog Wash the Water Supply the Drainage Point and the Water Tank in good and substantial repair and condition well

cleansed kept tidy clear of rubbish and maintained and in good working order;

21.1.2 make all necessary repairs to the Property the Dog Wash the Water Supply the Drainage Point and the Water Tank whenever damage has occurred or repairs are required;

21.1.3 make all necessary repairs to the Electricity Supply whenever damage has occurred or repairs are required as a result of or in connection with the use of Dog Wash or any electrical overload, power outage, power cut, power failure, or fault caused by the Dog Wash or the Tenant, or any breach of any tenant covenants in this lease, or any act or omission of the Tenant or any person on the Property with its actual or implied authority provided always that the Tenant shall not be liable hereunder for the action of the Landlord or third parties;

21.1.4 ensure that any Service Media within or exclusively serving the Property the Dog Wash or the Water Tank are kept in good working order.

21.1.5 ensure that all cables serving and connected into the Dog Wash or the Water Tank are suitably attached at a safe height.

21.1.6 obtain all Necessary Consents (including all planning permissions) that are required for the installation of the Dog Wash at the Tenant's own expense prior to the installation of the Dog Wash.

21.1.7 provide and install the Dog Wash on the Property (including all necessary site preparation required for the Permitted Use) in accordance with the plans and specifications thereof set out in Schedule 4 and correctly and safely connect the Dog Wash into the relevant Service Media, the Water Supply, the Drainage Point, the Electricity Supply and the Water Tank at the Tenant's own expense.

21.1.8 provide and install the Water Tank (including all necessary site preparation required for the installation of the Water Tank) at the Tenant's own expense and in accordance with plans and

specifications set out in Schedule 5 and in the position thereof as shown for indicative purposes on Plan 2.

22 ALTERATIONS

22.1 The Tenant shall not make any alteration or addition to the Property nor make any opening in any boundary structure of the Property without the consent of the Landlord in writing, such consent not to be unreasonably withheld and provided further that such alteration or addition or opening is in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Landlord.

22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord in writing, such consent not to be unreasonably withheld and provided further that such installation or alteration is in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Landlord.

22.3 The Tenant shall not to uproot cut fell lop top or damage or injure any trees of whatever species situated within the Property or in the vicinity of the Property or within the Landlord's Neighbouring Property.

23 SIGNS

23.1 Subject and without prejudice to clauses 23.2 and 24, the Tenant shall not display or attach any Signs on or to the Property or the Dog Wash except in a position and in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Landlord such approval not to be unreasonably withheld.

23.2 Subject and without prejudice to clauses 23.1 and 24, the Tenant shall not display or attach any Signs or Advertisements on or to any boundary of the Property as shown edged red on the Plan 1 and Plan 2 or any wall or boundary demarcation on the Property or the Landlord's Neighbouring Property except in

a position and in accordance with plans and specifications thereof to be previously submitted to and approved in writing by the Landlord.

- 23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

24 ADVERTISEMENTS

- 24.1 The Tenant shall not display any Advertisement (or any other advertisement) on the Property or the Dog Wash except Advertisements for dog or other pet related products (including but not limited to Advertisements of pet insurance or dog food) or specific events or activities at Upton Country Park, Poole on a digital display screen or kick board or screen surround on the Dog Wash or, if different, such other Advertisements in accordance with plans designs and specifications thereof to be previously submitted to and authorised in writing from time to time by the Landlord's relevant authorised officer at the Upton Country Park Office, Poole and subject further to the Tenant first entering into an agreement in writing with the Landlord to comply with such rules and regulations contained therein as determined by the Landlord governing Advertisements on the Property and subject further to sub-clauses 24.2 to 24.6 (inclusive) below.

- 24.2 Without prejudice to clause 24.1, the Tenant shall not display any Advertisement or anything else on the Property or the Dog Wash that contains or refers to any of the following:

24.2.1 adult services, sexually orientated products or services;

24.2.2 alcoholic drinks;

24.2.3 fast food;

24.2.4 cosmetic surgery;

24.2.5 gambling;

24.2.6 loans or speculative financial products;

- 24.2.7 weapons, violence or anti-social behavior of any description;
 - 24.2.8 artificial weight control or weight loss pills;
 - 24.2.9 political content;
 - 24.2.10 discriminatory or sexual content;
 - 24.2.11 religious content;
 - 24.2.12 tobacco or nicotine product advertising;
 - 24.2.13 cigarettes or cigars; or
 - 24.2.14 electronic cigarette advertising.
- 24.3 The Tenant shall cease displaying any Advertisement or anything else that is deemed by the Landlord to be in breach of clause 24.2 (or any other provision contained in this lease) immediately on receipt of written notice from the Landlord by the Tenant.
- 24.4 The Tenant shall ensure that the Advertisement complies with the Advertising and Sponsorship Policy and/or such other Landlord policy or policies as reasonably notified from time to time to the Tenant.
- 24.5 The Tenant shall comply with the provisions and requirements of Town and Country Planning Act 1990 and The Town and Country Planning (Control of Advertisements) Regulations 2007 and ensure that all Advertisements comply with the British Code of Advertising Practice of the Advertising Standards Authority which for avoidance of doubt must be legal honest decent and truthful.
- 24.6 The Tenant shall not display any Advertisements on the Property or the Dog Wash until all Necessary Consents have been obtained to display those Advertisements.

25. RETURNING THE PROPERTY TO THE LANDLORD

- 25.1 At the end of the term the Tenant shall return the Property to the Landlord clean and tidy and in good and substantial repair and condition to the reasonable satisfaction of the Landlord.
- 25.2 No later than the end of the term, the Tenant shall remove the Dog Wash the Water Tank and all Signs and Advertisements and all other items it has fixed to the Property and/or the Landlord's Neighbouring Property, remove any alterations it has made to the Property and/or the Landlord's Neighbouring Property if so required by the Landlord and make good any damage caused to the Property and/or the Landlord's Neighbouring Property by that removal to the reasonable satisfaction of the Landlord which includes making safe and any removal necessary capping off or any other associated works required by the Landlord of the water, drainage and electricity connections and Service Media.
- 25.3 At the end of the term, the Tenant shall remove from the Property and the Landlord's Neighbouring Property all chattels belonging to or used by it.
- 25.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of the Dog Wash, the Water Tank and/or any chattels or items it has fixed to the Property and/or the Landlord's Neighbouring Property and which have been left by the Tenant on the Property and/or the Landlord's Neighbouring Property for more than thirty 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.
- 25.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property and/or the Landlord's Neighbouring Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

26 USE

- 26.1 The Tenant shall not use the Property for any purpose other than the Permitted Use unless approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 26.2 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, its other tenants or any other owner or occupier of neighbouring property.
- 26.3 The Tenant shall not overload any Service Media at or serving the Property.
- 26.4 The Tenant shall not use or permit to be used on the Property and/or the Landlord's Neighbouring Property any mechanical or electronical device for the reproduction or amplification of music or sound except for an instructional video to be displayed on a television screen which forms part of the Dog Wash.
- 26.5 The Tenant shall not install more than one Dog Wash on the Property.
- 26.6 The Tenant shall not do anything that will or might constitute a breach of any Necessary Consents affecting the Property or which will or might vitiate in whole or in part any insurance effected by the Landlord in respect of the Property from time to time or without obtaining all Necessary Consents for the relevant use of the Property.
- 26.7 Save as permitted under the Permitted Use, the Tenant shall not sell any products or catering from the Property or the Landlord's Neighbouring Property.

27 SECURITY, DESIGNATED HOURS, TRADING DAYS AND PROMOTION OF TENANT'S BUSINESS

- 27.1 The Tenant shall take all reasonable precautions to maintain security at the Property and in particular to ensure that the Property is left securely locked at the end of each day.
- 27.2 Without prejudice to clause 27.3, the Tenant shall keep the Property the Dog Wash open and actively trade from the Property during the Designated Hours on all Trading Days.

27.3 The Tenant shall not operate or trade from the Dog Wash or the Property outside of the Designated Hours on the Trading Days.

27.4 The Tenant shall:

27.4.1 use its best endeavours to promote the Dog Wash and the Tenant's business at the Property; and

27.4.2 implement a suitable marketing programme to advertise and promote the Dog Wash and the Tenant's business at the Property, to maximise the Gross Turnover (as defined in paragraph 1 of Schedule 1).

28 CRIMINAL OFFENCES

The Tenant shall not knowingly to employ in or upon the Property any person who has been convicted of any criminal offence involving the abuse of children and to satisfy the requirements of the Landlord as to the Tenant's procedure for the proper vetting of all persons employed in or upon the Property (whether or not indirectly involved in the operation of the Property).

29 COMPLIANCE WITH RULES AND REGULATIONS

The Tenant shall observe any reasonable rules and regulations the Landlord makes and notifies to the Tenant from time to time governing the use of the Property and procure that their workers staff contractors and agents shall so comply.

30 COMPLIANCE WITH LAWS

30.1 The Tenant shall comply with all provisions and requirements of all statutes laws regulations orders byelaws permissions consents licences and Necessary Consents relating to:

30.1.1 the Property and the occupation and use of the Property by the Tenant including (but not limited to) compliance with:

30.1.1.1 the Equality Act 2010 and all statutes regulations and orders included by virtue of sub-clause 1.12; and

30.1.1.2 the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of sub-clause 1.12; and

30.1.1.3 all Building Regulations and conditions and requirements of the Local Planning Authority.

30.1.2 the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated;

30.1.3 any works carried out at the Property; and

30.1.4 all materials kept at or disposed from the Property.

30.2 Within ten working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

30.2.1 send a copy of the relevant document to the Landlord; and

30.2.2 take all reasonable steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

30.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent not to be unreasonably withheld.

30.4 As soon as the Tenant becomes aware of any defect in the Dog Wash or the Water Tank, 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 Dog Wash or the Water Tank by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

31 HEALTH AND SAFETY

31.1 The Tenant in using the Property will have full regard to the safety of persons who may be affected in any way and will comply with the requirements of the Health and Safety at Work etc Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and safety of persons.

- 31.2 The Tenant will operate a system of risk assessment to comply with appropriate Health and Safety legislation and carry out an annual risk assessment at the Tenant's expense. The Tenant will provide copies of any risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Landlord.
- 31.3 The Tenant will notify the Landlord immediately in the event of any incident occurring in the use of the Property where that incident causes any personal injury, or damage to property that could give rise to personal injury.
- 31.4 The Tenant will promptly notify the Landlord of any health and safety hazards which may arise in connection with the use of the Property including those that may exist or arise at the Landlord's Neighbouring Property and that may affect the Tenant's use of the Property.
- 31.5 The Tenant will comply with any reasonable health and safety measures implemented by the Landlord in respect of employees and other persons working on the Property or the Landlord's Neighbouring Property.

32 IMPACT ON THE ENVIRONMENT

32.1 The Tenant:

32.1.1 confirms that wherever reasonably practicable it shall promote and improve the Environmental Performance of the Property and the Dog Wash; and

32.1.2 agrees to co-operate with the Landlord to identify appropriate strategies for the improvement of the Environmental Performance of the Property and the Dog Wash.

33 ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 33.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 33.2 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:

33.2.1 immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

33.2.2 take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

34 BREACH OF REPAIR AND MAINTENANCE OBLIGATION

34.1 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 and/or the Dog Wash.

34.2 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.

34.3 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.

34.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 37.

35 LANDLORD'S COVENANT FOR QUIET ENJOYMENT

35.1 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.

- 35.2 Except to the extent that the Tenant covenants to do so in clause 21, the Landlord shall make all necessary repairs to the Electricity Supply and other services (but not the Water Tank) whenever damage has occurred or repairs are required.

36 THE SERVICES

- 36.1 The Landlord may carry out the Services in its absolute discretion and shall not be liable to the Tenant for any failure or interruption in the Services or the Service Media or any rights under this lease.

37 RE-ENTRY AND FORFEITURE

- 37.1 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:

37.1.1 any Annual Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable when it has been formally demanded;

37.1.2 any breach of any condition of, or tenant covenant in, this lease;

37.1.3 an Act of Insolvency.

- 37.2 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.

38 JOINT AND SEVERAL LIABILITY

- 38.1 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.

38.2 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

38.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.

39 ENTIRE AGREEMENT AND NO WARRANTIES

39.1 This lease and the documents annexed to it constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

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

39.3 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.

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

39.5 The Landlord gives no warranty that the Property possesses the Necessary Consents for the Permitted Use or any other use permitted pursuant to this lease.

40 NOTICES, CONSENTS AND APPROVALS

40.1 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:

40.1.1 in writing and for the purposes of this clause an email is not deemed to be in writing; and

40.1.2 given:

39.1.2.1 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

40.2 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:

40.2.1 if delivered by hand, at the time the notice is left at the proper address;

40.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or

40.2.3 if sent by fax, at 9.00 am on the next working day after transmission.

40.3 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.

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

40.5 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

40.5.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

40.5.2 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.

40.6 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:

40.6.1 the approval is being given in a case of emergency; or

40.6.2 this lease expressly states that the approval need not be in writing.

40.7 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.

41 GOVERNING LAW

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.

42 JURISDICTION

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

43 EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

43.1 The parties confirm that:

43.1.1 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;

43.1.2 _____ 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; and

43.1.3 there is no agreement for lease to which this lease gives effect.

43.2 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.

44 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.

45 COUNTERPARTS

This lease may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

46 COUNCIL AS LANDLORD ONLY

This lease is entered into by the Landlord as (and only as) owner of the Property and nothing herein contained shall affect restrict or diminish the powers duties or rights of the Landlord in the exercise of its functions as a local authority including functions delegated to it under any arrangement or agreement made under Section 101 of the Local Government Act 1972.

47 FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

The Tenant agrees to forward promptly to the Landlord any request for information made under the FOIA or the EIR and not to respond to any such request without the Landlord's prior written consent and the Tenant agrees to provide all necessary assistance and cooperation as reasonably requested by the Landlord to enable the Landlord to comply with its obligations under the FOIA and EIR.

48 INDEMNITY AND INSURANCE

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

48.2 Without prejudice to the Tenant's liability under clause 48.1 the Tenant will obtain and maintain:-

48.2.1 a Public Liability insurance policy against all risks including third party in an amount not less than TEN MILLION POUNDS (£10,000,000.00) or other such greater sum as reasonably required by the Landlord from time to time in respect of any one event or series of events arising from any one event unlimited until the end of this Lease, in terms to be approved by the Landlord with an Insurer of repute; and

48.2.2 at minimum the level of Employers Liability Insurance not less than TEN MILLION POUNDS (£10,000,000.00) or other such greater sum as reasonably required by the Landlord from time to time;

and the Tenant shall produce to the Landlord on demand a copy of the policy or policies of such insurance.

49 BRIBERY AND CORRUPTION

49.1 The Landlord may terminate this Lease and recover all its loss on an indemnity basis if the Tenant, its employees, or anyone acting on the Tenant's behalf, does any of the following things:

49.1.1 directly or indirectly offer, promise or give any person working for or engaged by the Landlord a financial or other advantage to:

49.1.1.1 induce that person to perform improperly a relevant function or activity;

49.1.1.2 reward that person for improper performance of a relevant function or activity;

49.1.2 directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this lease;

49.1.3 commit any offence:

49.1.3.1 under the Bribery Act 2010;

49.1.3.2 under legislation creating offences concerning any fraudulent acts;

49.1.3.3 at common law concerning fraudulent acts relating to this Lease or any other contract between the Parties; or

49.1.3.4 to defraud, attempt to defraud, or conspire to defraud, the Landlord.

49.2 Any clause in this Lease which purports to limit the Tenant's liability shall not apply to this clause.

49.3 Both parties shall not offer or give or agree to give any representative of the other party any gift or consideration of any kind as an inducement or reward for doing or refraining from doing any act in relation to this or any other agreement or for showing favour or disfavour to any person in relation to this lease.

50 MUTUAL BREAK CLAUSE

50.1 Either the Landlord or the Tenant may terminate this lease on a Break Date by serving a Break Notice on the other party at least 12 months before the Break Date.

50.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

50.2.1 vacant possession of the whole of the Property is not given; or

50.2.2 there is a subsisting material breach of any of the tenant covenants of this lease.

50.3 Subject to clause 50.2, following service of a Break Notice this lease shall terminate on the Break Date.

50.4 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.

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

Schedule 1

Turnover Rent

1. Interpretation

In this Schedule, the following words and expressions have the following meanings:

Account Date: 1st January in each year.

Gross Turnover: the amount calculated in accordance with paragraph 2 of this Schedule.

Records: accurate records of the number of dog washes and the number of services sold or performed in respect of the Dog Wash and the descriptions and number of sales in respect of the Property and all accounts, documents, records, books, ledgers, cash till receipts, bank statements, tapes, discs, files, folders, vouchers, VAT returns, computer data or other evidence that the Tenant keeps, or should reasonably keep, for the purpose of accurately ascertaining and demonstrating the Gross Turnover.

Turnover Certificate: a certificate signed by a professionally qualified independent auditor or accountant appointed by the Tenant accurately certifying:

- a) the Gross Turnover for the relevant Turnover Period;
- b) the number of Trading Days in that Turnover Period;
- c) the number of Trading Days on which the Property was open for trade during that Turnover Period;
- d) the number of dog washes and the number of services sold or performed in respect of the Dog Wash during that Turnover Period;
- e) the number of Advertisements displayed during that Turnover Period; and
- f) all sums of money and the value of any other consideration received or receivable from all Advertisements on the Dog Wash during that Turnover Period.

Turnover Periods: each of the following successive periods:

- a) the period beginning on and including the Commencement Date and ending on and including the day before the next Account Date after the Commencement Date;
- b) the period beginning on and including each Account Date and ending on and including the day before the following Account Date; and

- c) the day beginning on and including the last Account Date before this lease is determined (howsoever determined) and ending on and including the date that this lease is determined (howsoever determined).

Turnover Share: 10% of the aggregate of the Gross Turnover for the relevant Turnover Period.

2. Gross Turnover

2.1. The Gross Turnover shall be the total amount of all sums of money and the value of any other consideration received or receivable for all:

- (a) goods sold, hired, leased or otherwise disposed of;
- (b) services sold or performed;
- (c) Advertisements; and
- (d) business of whatever nature carried out;

in whole or in part at, in or from the Property, the Dog Wash or the Landlord's Neighbouring Property by the Tenant or any other person.

2.2. For the avoidance of doubt, the amounts specified in paragraph 2.1 of this Schedule shall include those from:

- (a) orders accepted, received or processed at, or originating or collected from the Property whether in person, by post, telephone, e-mail, internet or any other means including:
 - (i) those wholly or partly fulfilled or performed at, or from, another location;
 - (ii) those where payment is made in whole or in part to a person other than the Tenant;
 - (iii) those obtained or taken at another location by persons based at, or operating from the Property; and
 - (iv) those made by any electronic or mechanical devices situated at the Property.
- (b) deposits not refunded to customers;
- (c) charges made by the Tenant for delivery, insurance or postal services in relation to an order;
- (d) sales of service contracts, guarantees and extended warranties;
- (e) the full sale price of any goods or services sold:
 - (i) where payment is made fully or partly in kind or by way of exchange of goods;
 - (ii) to an employee or employee's family, disregarding any discount that may be allowed by the Tenant; and

- (iii) on a credit, instalment, hire purchase or lease purchase basis, even though the Tenant may not yet have received full payment.

2.3. The following sums shall not be included in the Gross Turnover referred to in paragraph 2.1 of this Schedule:

- (a) all VAT and excise or sales tax directly imposed on and paid or accounted for by the Tenant in relation to the supply of goods and services at, in, or from the Property; and
- (b) any cash refund or credit given to a customer in respect of returned goods or unsatisfactory services to the extent only that the amount of the cash refund or credit does not exceed the amount included in the Gross Turnover in respect of the sale of those goods or services.

3. Calculation of Turnover Rent

3.1. The Turnover Rent shall be the amount (if any) by which the Turnover Share for the relevant Turnover Period exceeds the Base Rent for that Turnover Rent Period.

3.2. For the purposes of paragraph 3.1 and paragraph 5.1(a) of this Schedule, the Base Rent payable in respect of a Turnover Period, or part of a Turnover Period, shall be calculated by apportioning the Base Rent at a daily rate on an annual basis.

4. Payment of Turnover Rent

4.1. Within 30 working days after each Account Date, the Tenant shall:

- (a) deliver a Turnover Certificate and the Records for the relevant Turnover Period to the Landlord at the Upton Country Park Estate Office, Upton House, Poole Road, Upton, Poole BH17 7BJ or such other address as directed by the Landlord from time to time; and
- (b) pay the balance (if any) of the Turnover Rent due in accordance with paragraph 3 of this Schedule for the Turnover Period covered by that Turnover Certificate.

5. Late delivery of Turnover Certificate

5.1. If the Tenant shall fail to deliver a Turnover Certificate or the Records for the relevant Turnover Period to the Landlord by the due date, the following provisions shall apply:

- (a) within 30 working days after delivery of the Turnover Certificate and, if requested by the Landlord, the Records for the relevant Turnover Period to the Landlord, the Tenant shall pay:
 - (i) the balance of the Turnover Rent due in accordance with paragraph 3 of this Schedule for the Turnover Period covered by that Turnover Certificate; and
 - (ii) interest calculated in accordance with clause 12 (above) on such balance of Turnover Rent for the period from the date that the Turnover Certificate should have been delivered, up to and including the date of actual payment of such balance.

6. End of the Contractual Term

- 6.1. Within 30 working days after the end of the Contractual Term (howsoever determined), the Tenant shall deliver a Turnover Certificate to the Landlord and pay the balance (if any) of the Turnover Rent due in accordance with paragraph 3 of this Schedule for the last Turnover Period.

7. Tenant to keep records

- 7.1. The Tenant shall keep the Records throughout the Contractual Term and for 12 months after the end of the Contractual Term.
- 7.2. The Tenant shall make the Records available for inspection upon reasonable request at any time by the Landlord, its accountants or authorised agents.
- 7.3. The Landlord may, in its discretion, arrange for the Records in respect of any Turnover Period to be audited by a professionally qualified independent auditor or accountant appointed by the Landlord.
- 7.4. If the audit commissioned by the Landlord reveals an underpayment of Turnover Rent, the Tenant shall, within 14 days after receiving written demand, pay to the Landlord:
 - (a) the underpayment;
 - (b) interest calculated in accordance with clause 12 (above) on such underpayment for the period from the due date for delivery of the Turnover Certificate, up to and including the date of actual payment of the underpayment; and
 - (c) the full cost of the audit commissioned by the Landlord.

8. Disputes

If any question or dispute shall arise between the parties as to the amount of the Gross Turnover or the Turnover Rent that is due, the question or dispute shall be referred to an arbitrator appointed jointly by the parties. If the parties cannot agree on the arbitrator's identity, the arbitrator shall be appointed on either party's request by the President of the Institute of Chartered Accountants in England and Wales. The arbitrator shall act in accordance with the Arbitration Act 1996 and the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally).

READ ONLY

Schedule 2
Review of Base Rent

1. Review of the Base Rent

- 1.1 The Base Rent shall be reviewed on each Base Rent Review Date to equal the Base Rent payable immediately before that Base Rent Review Date (or which would then be payable but for any abatement or suspension of the Base Rent or restriction on the right to collect it) or, if greater, the indexed amount determined pursuant to this Schedule.
- 1.2 The indexed amount for a Base Rent Review Date shall be determined by multiplying the Initial Base Rent by the All Items index value of the RPI for the month of January in the year in which that Base Rent Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 1.3 The Landlord shall calculate the indexed amount and shall give the Tenant written notice of the indexed amount as soon as it has been calculated.
- 1.4 As soon as practicable after the amount of the revised Base Rent has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2. Changes to the index

- 2.1 Subject to paragraph 2.2 of this Schedule, 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 amount shall be made taking into account the effect of this change.
- 2.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Base Rent if either:
 - (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.1 of this Schedule would fundamentally alter the calculation of the indexed amount in accordance with paragraph 1.2 of this Schedule, and has given notice to the other party of this belief; or
 - (b) it becomes impossible or impracticable to calculate the indexed amount in accordance with paragraph 1.2 of this Schedule.

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 Base Rent, either party may at any time refer the issue for determination by the Expert in accordance with paragraph 4.2 to paragraph 4.12 (inclusive) of this Schedule and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

3. Late review of Base Rent

If the revised Base Rent has not been determined pursuant to this Schedule on or before the relevant Base Rent Review Date, the Tenant must:

- (a) continue to pay the Base Rent at the rate payable immediately before that Base Rent Review Date; and
- (b) on or before the Base Rent Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Base Rent that the Tenant has paid for the period from and including that Base Rent Review Date and the amount of Base Rent for that period that would have been payable had the revised Base Rent been determined pursuant to this Schedule on or before that Base Rent Review Date; and
 - (ii) interest at the Default Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Base Rent Payment Date on which parts of the shortfall would have been payable if the revised Base Rent had been determined pursuant to this Schedule on or before that Base Rent Review Date and the Base Rent Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Base Rent Shortfall Payment Date, the date of that payment).

4. Determination by the Expert

4.1 Either party may at any time refer the revised Base Rent for determination by the Expert in accordance with this paragraph 4 of this Schedule in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Base Rent payable or as to the interpretation, application or effect of any part of this Schedule; or
- (b) where the Landlord and the Tenant fail to reach agreement under paragraph 2.2 of this Schedule.

The Expert can be appointed in accordance with the terms of this Schedule irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Base Rent.

- 4.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 4.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within twenty working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 4.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of twenty working days of the matter being referred to the Expert.
- 4.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
- (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this paragraph 4 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
- 4.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 4.7 To the extent not provided for by this paragraph 4 of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 4.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 4.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 4.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

4.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

- (a) the other party may pay instead; and
- (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 4.11(a) of this Schedule.

4.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

5. Time not of the essence

Time is not of the essence for the purposes of this Schedule.

6. Guarantor

If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Base Rent but will be bound by the revised Base Rent.

Schedule 3
Review of Service Charge

1. Review of the Service Charge

- 1.1 The Service Charge shall be reviewed on each Service Charge Review Date to equal the Service Charge payable immediately before that Service Charge Review Date (or which would then be payable but for any abatement or suspension of the Service Charge or restriction on the right to collect it) or, if greater, the indexed amount determined pursuant to this Schedule.
- 1.2 The indexed amount for a Service Charge Review Date shall be determined by multiplying the Initial Service Charge by the All Items index value of the RPI for the month of January in the year in which that Service Charge Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 1.3 The Landlord shall calculate the indexed amount and shall give the Tenant written notice of the indexed amount as soon as it has been calculated.
- 1.4 As soon as practicable after the amount of the revised Service Charge has been determined pursuant to this Schedule, a memorandum recording the amount shall be signed by or on behalf of the Landlord, the Tenant and the guarantor. The parties shall each bear their own costs in connection with the memorandum.

2. Changes to the index

- 2.1 Subject to paragraph 2.2 of this Schedule, 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 amount shall be made taking into account the effect of this change.
- 2.2 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Service Charge if either:
 - (a) the Landlord or the Tenant reasonably believes that any change referred to in paragraph 2.1 of this Schedule would fundamentally alter the calculation of the indexed amount in accordance with paragraph 1.2 of this Schedule, and has given notice to the other party of this belief; or
 - (b) it becomes impossible or impracticable to calculate the indexed amount in accordance with paragraph 1.2 of this Schedule.

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 Service Charge, either party may at any time refer the issue for determination by the Expert in accordance with paragraph 4.2 to paragraph 4.12 (inclusive) of this Schedule and the Expert shall determine an alternative mechanism and this includes (but is not limited to) substituting an alternative index for the RPI.

3. Late review of Service Charge

If the revised Service Charge has not been determined pursuant to this Schedule on or before the relevant Service Charge Review Date, the Tenant must:

- (a) continue to pay the Service Charge at the rate payable immediately before that Service Charge Review Date; and
- (b) on or before the Service Charge Shortfall Payment Date, pay:
 - (i) the shortfall (if any) between the amount of Service Charge that the Tenant has paid for the period from and including that Service Charge Review Date and the amount of Service Charge for that period that would have been payable had the revised Service Charge been determined pursuant to this Schedule on or before that Service Charge Review Date; and
 - (ii) interest at the Default Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Service Charge Payment Date on which parts of the shortfall would have been payable if the revised Service Charge had been determined pursuant to this Schedule on or before that Service Charge Review Date and the Service Charge Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Service Charge Shortfall Payment Date, the date of that payment).

4. Determination by the Expert

4.1 Either party may at any time refer the revised Service Charge for determination by the Expert in accordance with this paragraph 4 of this Schedule in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Service Charge payable or as to the interpretation, application or effect of any part of this Schedule; or
- (b) where the Landlord and the Tenant fail to reach agreement under paragraph 2.2 of this Schedule.

The Expert can be appointed in accordance with the terms of this Schedule irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Service Charge.

- 4.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 4.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within twenty working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 4.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of twenty working days of the matter being referred to the Expert.
- 4.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph, then:
 - (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this paragraph 4 of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
- 4.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 4.7 To the extent not provided for by this paragraph 4 of this Schedule, the Expert may in their reasonable discretion determine such other procedures to assist with the conduct of the determination as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination.
- 4.8 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.
- 4.9 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 4.10 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs

of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.

4.11 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:

- (a) the other party may pay instead; and
- (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to paragraph 4.11(a) of this Schedule.

4.12 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

5. Time not of the essence

Time is not of the essence for the purposes of this Schedule.

6. Guarantor

If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Service Charge but will be bound by the revised Service Charge.

Schedule 4

Design and Specifications of the Dog Wash

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READ ONLY

Schedule 5

Design and Specifications of the Water Tank

[•]

READ ONLY

Schedule 6

Photograph of the Electric Supply



Schedule 7

Advertising and Sponsorship Policy



Advertising governance policy

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Communications and Marketing

Author: Janet Oglakci/Nicola Goode
Version: 2.0
Date: February 2022

READ ONLY

1. Purpose Statement

- 1.1 The purpose of the Policy is to ensure the council's reputation is not compromised by advertising content deemed to conflict with the authority's branding, vision, values and corporate priorities. The policy indicates the types of advertising which would not be permitted on its assets and what style and tone of advertising content would not be viewed as acceptable, and hence refused or withdrawn.
- 1.2 By having a policy in place the council's partner advertising contractors have clear guidance about the kind of clients, products and services the council would be willing to receive advertising from to avoid resources being wasted on inappropriately targeted marketing.

2. Who the policy applies to

- 2.1 All external organisations and internal council departments looking to purchase advertising on BCP Council owned assets.
- 2.2 The council's advertising sales contractors and council staff engaged in receiving advertising on BCP Council owned assets.

3. Who needs to be aware of this policy?

- residents
- the council's advertising sales contractors
- council staff engaged in media buying activities
- all council staff
- councillors

4. The Policy

- 4.1. Advertising on council owned assets should seek to promote the economic prosperity of the BCP Council area whilst also respecting the ethos of the council.

The council follows the assumption that advertising of a good or service is permitted in principle, unless it falls into one of the prohibited categories, as defined below. This position is subject to review at any time. Therefore, the approach taken by the council is to maximise the number of advertisements, within defined limits, on its assets.

The council aims to give clarity, via this policy, regarding the types of adverts permitted.

The inclusion of any advertising is not intended to be and in fact is not an endorsement by the council of that company's products and/or services, nor is it a select list of businesses that the council uses.

All adverts are required to meet the criteria set out in the Advertising Standards Authority's UK Code of Non-broadcast Advertising, Sales Promotion and Direct Marketing (CAP Code) – available at <http://www.cap.org.uk/Advertising-Codes/Non-Broadcast.aspx> and any successor code or national guidance.

Amongst other things, this includes governance around areas including:

- targeting children
- food and nutrition
- environmental and sustainability claims
- in addition, all advertisements should be legal, decent, honest and truthful created with a sense of responsibility to consumers and society
- in line with the principles of fair competition generally accepted in business and that the codes are applied in the spirit of the letter as well as not branded to appear as imitating or reflecting too closely council branding.

4.2. Advertising restrictions: Prohibited products, services and advertisers

4.2.1. Categories of organisations, products or services which may NOT advertise or be advertised on BCP Council assets:

- political organisations or lobby groups unless in direct relation to an event being held locally eg political party conference and only at the discretion of the Council.
- religious organisations
- advertising from any organisation associated with adult only industries and pornography or age restricted products and services
- products and services comprising of tobacco and e-cigarettes
- alcohol
- gambling
- unregulated health products
- unregulated finance products, pornography, adult content
- any content or advertising which has an overtly sexual tone

4.2.2. Organisations simply offering entry into a competition following completion of a form containing any personal information will not be allowed to advertise.

4.2.3. In addition to the categories listed immediately below, there may also be imposed on a case by case basis some specific controls and policies associated with individual placements. By way of example

these may include advertisers using an advertising campaign which is in breach of Equality and Diversity legislation, or organisations with a known poor human rights record, either directly or indirectly through its suppliers. Or organization who are in conflict with the council's corporate priorities.

4.2.4. Private sector companies whose services compete with those provided by BCP Council may advertise on approved council advertising assets, such as the council's magazine, within agreed guidelines. This policy toward competitor advertising will be reviewed as required as the council embarks on additional commercial ventures.

4.3. Style and content of advertising

- 4.3.1. Deciding whether or not the style or content of an advertisement makes it inappropriate for display is clearly a question of judgement and balance. Generally, advertisers and advertising sales staff are referred to the (CAP Code) – available at <http://www.cap.org.uk/Advertising-Codes/Non-Broadcast.aspx>.
- 4.3.2. Specifically, advertising which is sexual in nature, which features partial or complete nudity or which appears to promote or give undue publicity to unsustainable or illegal behaviour or lifestyles, is not permitted.
- 4.3.3. Mockery of any type is not acceptable.
- 4.3.4. Humour is permitted providing there is no innuendo, mockery or subtext which might cause offence or is covered by any other prohibition within this policy.

5. Procedures

In the first instance all advertising enquiries and placements will be managed by the council's advertising sales contractor.

The policy will be publicly available to view on the council's website on the content page promoting the council's advertising opportunities
www.bcpCouncil.gov.uk/advertisewithus

A copy will be provided to the council's advertising sales contractor

6. Roles and responsibilities

The Communications & Marketing Team is responsible for ensuring the policy is followed, reviewed and updated every three years or as the need arises eg where an advertiser wishing to place advertising regarding a product or service deemed

questionable by the sales contractor but is not explicitly covered under the policy.

The council's advertising sales contractor is responsible for ensuring that all advertisements comply with the policy. Where an advertisement's compliance with the policy appears questionable, the advertising sales contractor will be required to refer it to the Communications & Marketing Team prior to the advertisement being accepted.

7. Implementation and communication

The policy will be communicated to council staff through the council's internal communication channels.

A copy of the current policy will be provided to the council's advertising sales contractor and will also be placed on the council's website.

A copy of the policy will be provided to all of the council's advertising sales contractors.

8. Enforcement

Any applications for advertisements found not to comply with the policy will be refused. Any advertisements which are accepted and later found not to comply with the policy will be removed either by the advertising sales contractor or the council at its absolute discretion and discussions will be held with the advertising sales contractor to record such decision and maintain good practice.

EXECUTED AS A DEED BY)
BOURNEMOUTH, CHRISTCHURCH)
AND POOLE COUNCIL by affixing)
the common seal in the presence of:)

Monitoring Officer/Deputy Monitoring Officer

READ ONLY

EXECUTED as a **DEED** by

[•]

acting by a director

in the presence of:

.....
Director Signature

Witness Signature

Witness Name

Witness Address

Witness Occupation

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