**DATED** ---------------------------------------202

lease

relating to

**The former Victorian Café,**

**Marine Parade,**

**Weston-super-Mare,**

**Somerset**

between

NORTH SOMERSET DISTRICT COUNCIL

and

[TENANT]

And

[Guarantor]

N P Brain

Assistant Director Governance

North Somerset Council

Town Hall,

Weston-super-Mare,

BS23 1UJ

(Ref acm/LS043971)

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**LR1. Date of lease**

[DATE]

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

ST245798

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

NORTH SOMERSET DISTRICT COUNCIL

of Town Hall, Weston-super-Mare, Somerset, BS23 1EL

**Tenant**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER]

**Other parties**

Guarantor/ None

**LR4. Property**

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

See the definition of "Property" in Clause 1.1 and **Schedule** 1 of this lease.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number ST245798 except those set out in **Schedule** 2.

**LR5. Prescribed statements etc.**

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

None.

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

None.

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

The term specified in the definition of "Contractual Term" in **Clause 1.1** of this lease.

**LR7. Premium**

None.

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

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements set out in **Schedule 2** to this lease are granted by this lease for the benefit of the Property.

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

The easements set out in **Schedule 3** to this lease are granted or reserved over the Property for the benefit of other property.

**LR12. Estate rentcharge burdening the Property**

None.

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

None.

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

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY].]

This lease is dated [DATE]

PARTIES

1. **NORTH SOMERSET DISTRICT COUNCIL** of Town Hall, Weston-super-Mare, Somerset BS23 1EL (Landlord)
2. [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] OR [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (Tenant)

BACKGROUND

1. The Landlord is the freehold owner of the Property.
2. The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

* 1. Definitions:

1. Annual Rent: rent at an initial rate of £[AMOUNT] per annum and then as revised under **Schedule** 5.
2. Authorised Person: any:
   1. undertenant or person deriving title under the Tenant;
   2. workers, contractors or agents of the Tenant or of any person referred to in **paragraph** (a) of this definition; or
   3. person at the Property with the actual or implied authority of the Tenant or any person referred to in **paragraph** (a) or **paragraph** (b) of this definition.
3. Break Date: the date stated in the Break Notice on which this lease shall terminate.
4. Break Notice: a notice to terminate this lease in the form set out in the **Annex E**
5. CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).
6. Commencement Date: the date of this Lease
7. Contractual Term: a term of [ x ] years from and including the Commencement Date to and including [DATE].
8. Default Interest Rate: 4% per annum above the Interest Rate.
9. Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.
10. Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.
11. EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
12. **Event Days:** A maximum of 14 days in any calendar year selected by the Landlord on which events on the sea front are held which require the closure or restriction of access to Marine Parade and/or the sea front area.
13. Excluded Insurance Items: any:
    1. glass forming part of the Property; and
    2. tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.
14. Expert: an independent surveyor:
    1. who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
    2. with at least ten years' post-qualification experience including relevant experience in the subject matter of the dispute; and
    3. appointed in accordance with **paragraph 2.2 of Part 2 of Schedule 5**.
15. Group Company: a company within the same group of companies as the Tenant within the meaning of section 42(1) of the LTA 1954.
16. Insolvency Event: subject to **clause 1.15,** any one or more of the following:
    1. the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
    2. the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
    3. the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
    4. the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
    5. the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
    6. the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
    7. the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
    8. the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
    9. the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor;
    10. the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor; or
    11. the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.
17. Insurance Rent: the aggregate in each year of:
    1. the gross cost of any premiums that the Landlord expends (before any discount or commission is allowed or paid to the Landlord) and any fees and other expenses that the Landlord reasonably incurs in insuring the Property (excluding the Excluded Insurance Items) against the Insured Risks for the Reinstatement Cost in accordance with this lease;
    2. the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and
    3. any IPT and any VAT (except to the extent that the Landlord obtains credit for such VAT as input tax or otherwise recovers it) payable on any sum set out in **paragraph**s (a) and (b) of this definition.
18. Insured Risks: (except to the extent any of the following are not insured against at the date of the relevant damage or destruction because of an exclusion imposed by the insurers or insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, terrorism, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.
19. Interest Rate: the base rate from time to time of Barclays Bank PLC or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).
20. IPT: InsurancePremiumTax chargeable under the Finance Act 1994 or any similar replacement or additional tax.
21. Landlord's Neighbouring Property: the freehold property known as land to the West of Beach Road, Marine Parade, Weston-super-Mare, Somerset registered at HM Land Registry with title number ST245798 excluding the Property.
22. LPA 1925: Law of Property Act 1925.
23. LTA 1927: Landlord and Tenant Act 1927.
24. LTA 1954: Landlord and Tenant Act 1954.
25. LTCA 1995: Landlord and Tenant (Covenants) Act 1995.
26. **Licence for Works:** the licence for works [of even date] between the Landlord and the Tenant
27. Permitted Use: use as café within Use Class E(b) of the Town and Country Planning (Use Classes) Order 1987 of the Town and Country Planning (Use Classes) Order 1987 (as it applied in England at the date this lease was granted).
28. President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.
29. Property: the property described in Schedule 1.
30. Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.
31. Property Plan: the plan annexed to this lease at **ANNEX A** and marked "Property Plan".
32. Rates and Taxes: 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 (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:
    1. payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
    2. (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.
33. Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.
34. Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.
35. Rents: the rents set out in **clause 2.2**.
36. Rent Commencement Date: subject to **paragraph 4.3 of Schedule 6**, the date of this lease.
37. Rent Payment Dates: the first day of every month.
38. Reservations: the rights excepted and reserved in **paragraph 1 of Schedule 3**.
39. Rights: the rights granted in paragraph 1 of **Schedule** 2.
40. Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.
41. Signs: signs, fascia, awnings, placards, boards, posters and advertisements.
42. Term: the Contractual Term.
43. Termination Date: the date on which this lease determines (however it determines).
44. Third Party Rights: the matters set out in **Schedule 4**.
45. Transaction: is:
    1. any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
    2. the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease; or
    3. the making of any other arrangement for the occupation of the Property.
46. Uninsured Risks: any of the risks specified in the definition of Insured Risks where such risks are not insured against at the date of the relevant damage or destruction because:
    1. Of an exclusion imposed by the insurers; or
    2. Insurance for such risks was not available in the London Insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into

and **Uninsured Risk** means any one of the Uninsured Risks.

1. Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.
2. Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
3. VAT: value added tax or any equivalent tax chargeable in the UK.
4. the Works:means the works permitted by the **Licence for Works**
   1. A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
   2. The **Schedules** form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the **Schedules**.
   3. Unless the context otherwise requires, references to **clauses**, **Schedules** and Annexes are to the **clauses**, **Schedules** and **Annexes** of this lease and references to **paragraphs** are to **paragraphs** of the relevant **Schedule**.
   4. **Clause**, **Schedule** and **paragraph** headings shall not affect the interpretation of this lease.
   5. A reference to:
      1. the Landlord includes a reference to the person entitled to the immediate reversion to this lease;
      2. the Tenant includes a reference to its successors in title and assigns; [and]
      3. a guarantor is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
   6. In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
   7. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
   8. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
   9. The expressions authorised guarantee agreement, landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995.
   10. Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
   11. References to:
       1. the consent of the Landlord are to the consent of the Landlord given in accordance with **clause 47.1**;
       2. the approval of the Landlord are to the approval of the Landlord given in accordance with **clause 47.3**; and
       3. any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
   12. Unless the context otherwise requires, references to the Property and the Landlord's Neighbouring Property are to the whole and any part of them.
   13. Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
   14. For the purposes of the definition of Insolvency Event:
       1. where any of the **paragraph**s in that definition apply in relation to:
          1. a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that **paragraph** shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
          2. a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that **paragraph** shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
       2. Insolvency Event 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.
   15. A reference to writing or written excludes fax and email.
   16. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
   17. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
   18. Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
   19. Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
   20. If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.
5. Grant
   1. The Landlord lets the Property to the Tenant:
      1. for the Contractual Term;
      2. with full title guarantee;
      3. together with the Rights;
      4. excepting and reserving the Reservations; and
      5. subject to the Third Party Rights.
   2. The grant in **clause 2.1** is made with the Tenant paying as rent to the Landlord:
      1. the Annual Rent;
      2. the Insurance Rent;
      3. all interest payable under this lease;
      4. all other sums payable under this lease; and
      5. all VAT chargeable on the other rents set out in this clause 2.2.
6. Tenant covenants

The Tenant covenants with the Landlord to:

* + 1. observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995;
    2. carry out the Works in accordance with the terms of the Licence for Works within [2] years of the date of this Lease.

1. Payment of Annual Rent

The Tenant must pay the Annual Rent by twelve equal instalments in advance on or before the Rent Payment Dates except that:

* + 1. the Tenant must pay the first instalment of Annual Rent on the Rent Commencement Date; and
    2. that first instalment of Annual Rent shall be the proportion of the Annual Rent calculated on a daily basis for the period from and including the Rent Commencement Date to and including the day before the next Rent Payment Date after the Rent Commencement Date.

1. Payment method

The Tenant must pay the Annual Rent and all other sums payable under this lease by:

* + 1. electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
    2. any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

1. No set-off

The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

1. Interest
   1. If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid by its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
   2. If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.
2. Rates and Taxes
   1. The Tenant must pay all Rates and Taxes.
   2. The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.
   3. If, after the Termination Date, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, the Tenant must pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.
3. Utilities
   1. The Tenant must pay all Utility Costs.
   2. The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.
4. Common items

The Tenant must pay to the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

1. Costs

The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

* + 1. the enforcement of the tenant covenants of this lease;
    2. serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
    3. serving any notice in connection with this lease under section 17 of the LTCA 1995;
    4. the preparation and service of a schedule of dilapidations in connection with this lease provided that that schedule is served on or before the date which is six months from and including the Termination Date; or
    5. any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

1. Prohibition of dealings

Except as expressly permitted by **clause 13, and clause 14, and clause 15** the Tenant must not:

* + 1. assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property; or
    2. assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
    3. 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).

1. Assignments
   1. The Tenant may assign the whole of this lease with the consent of the Landlord (such consent not to be unreasonably withheld).
   2. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
      1. a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
         1. is in respect of all the tenant covenants of this lease;
         2. is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
         3. imposes principal debtor liability on the assignor;
         4. requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
         5. is otherwise in a form reasonably required by the Landlord;
      2. 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 favour of the Landlord in such form as the Landlord may reasonably require).
   3. The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:
      1. the Annual Rent or any other sum due under this lease (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding;
      2. there is a material breach of covenant by the Tenant that has not been remedied; or
      3. 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.
   4. 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.
2. Underletting
   1. The Tenant may underlet the whole of the Property in accordance with this clause 14 and with the consent of the Landlord (such consent not to be unreasonably withheld).
   2. The Tenant must not underlet the whole of the Property:
      1. together with any property, or any right over property, that is not included within this lease;
      2. at a fine or premium or reverse premium;
      3. allowing any rent-free period to the undertenant that exceeds the period that is then usual in the open market for such a letting;
      4. unless the underlease has first been validly excluded from the provisions of the LTA 1954 (where it is a lease that might otherwise acquire security of tenure under Part II of the LTA 1954);
      5. for a term that will expire by effluxion of time later than three days before the Contractual Term expires by effluxion of time;
      6. unless the undertenant has first entered into a direct covenant in favour of the Landlord to observe and perform the tenant covenants in the underlease and any document that is collateral or supplemental to it; and
      7. unless (if reasonably required by the Landlord) a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of the underlease in favour of the Landlord in such form as the Landlord may reasonably require.
   3. Any underletting by the Tenant must include:
      1. an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease (where the underlease was required to be contracted out under **clause 14.2(d)**);
      2. the reservation of a rent which is not less than the open market rental value of the Property at the date on which the Landlord grants consent to the underletting and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an underlease providing for a rent-free period of a length permitted by **clause 14.2(c));**
      3. provisions for the review of rent at the same dates and on the same basis as the review of the Annual Rent in this lease unless the term of the underlease is five years or less;
      4. a covenant by the undertenant not to:
         1. (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) assign or charge the whole or any part of the underlease;
         2. (except on the same terms as this lease (but made applicable to the undertenant and the underlease)) part with, share possession or share occupation of the whole or any part of the underlet property;
         3. underlet the whole or part only of the underlet property;
         4. assign, part with or share any of the benefits or burdens of the underlease, or any interest derived from it, whether by a virtual assignment or other similar arrangement;
         5. hold the underlease on trust for any person (except pending registration of a dealing permitted by the underlease at HM Land Registry or by reason only of joint legal ownership); and
         6. (if the underlease permits the undertenant to assign the underlease) assign the underlease without first procuring a direct covenant in favour of the Landlord to observe and perform the covenants in the underlease and any document that is collateral or supplemental to it;
      5. a covenant by the undertenant to comply with the terms of this lease except the covenant to pay the Annual Rent; and
      6. provisions requiring the consent or approval of the Landlord to be obtained in respect of any matter for which the consent or approval of the Landlord is required under this lease.
   4. Any underletting by the Tenant must otherwise be:
      1. by deed;
      2. consistent with and include tenant covenants no less onerous than those in this lease excluding the covenant in this lease to pay the Annual Rent; and
      3. in a form approved by the Landlord (such approval not to be unreasonably withheld).
   5. In relation to any underlease granted by the Tenant, the Tenant must:
      1. not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord (such consent not to be unreasonably withheld);
      2. enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
      3. ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord (such approval not to be unreasonably withheld).
3. Sharing Occupation

The Tenant may share occupation of the Property with a Group Company for as long as that company remains a Group Company and provided that no relationship of landlord and tenant is established by that arrangement.

1. Notification and registration of dealings
   1. Within one month of any Transaction, the Tenant must:
      1. give the Landlord notice of the Transaction;
      2. deliver a certified copy of any document effecting or evidencing the Transaction to the Landlord (including a certified copy of any notice served under, or any declaration or statutory declaration made in accordance with, section 38A of the LTA 1954 as part of such Transaction); and
      3. pay the Landlord a registration fee of £50 (plus VAT).
   2. In respect of every Transaction that is registrable at HM Land Registry, the Tenant must:
      1. apply to register a Transaction promptly following completion of that Transaction;
      2. respond promptly and properly to any requisitions raised by HM Land Registry in connection with an application to register a Transaction; and
      3. send the Landlord official copies of its title (and where applicable of the undertenant's title) within one month of completion of the registration.

For the purpose of **clause 16.2,** any obligation on the Tenant to do something includes an obligation to procure that the thing is done.

* 1. If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

1. Repair
   1. The Tenant must:
      1. carry out and complete the Works to the Landlord’s reasonable satisfaction;
      2. subject to **clause 17.2**, put and keep the Property in good and substantial repair and condition;
      3. ensure that any Service Media forming part of the Property is kept in good working order;
      4. keep the Property clean, tidy and clear of rubbish; and
      5. replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken.
   2. The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by an Insured Risk unless and to the extent that:
      1. the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with **paragraph 3.2(f) of Schedule 6)**; or
      2. the insurance cover in relation to that disrepair is limited as referred to in **paragraph 1.3 of Schedule 6**.
2. Decoration
   1. The Tenant must:
      1. decorate the exterior of the Property not less than every three years and the interior of the Property not less than every seven years and also in the last three months before the Termination Date;
      2. carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
      3. carry out:
         1. any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
         2. the decoration of the interior of the Property required in the last three months before the Termination Date;

to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

* 1. Within the three months before the Termination Date, the Tenant must replace the floor coverings at the Property with new floor coverings of good quality and appropriate to the Property and the Permitted Use.

1. Alterations
   1. Except as permitted by this **clause 19** and the **Licence for Works**, the Tenant must not make any:
      1. alteration or addition to the Property; or
      2. opening in any boundary of the Property.
   2. Any alterations permitted by this **clause** are subject to **clause 19.5.**
   3. The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
   4. With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may:
      1. install any Service Media at the Property; or
      2. alter the route of any Service Media at the Property.
   5. The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.
2. Signs
   1. The Tenant must not:
      1. display any Signs inside the Property that are visible from the outside; or
      2. attach any Signs to the exterior of the Property;

except, with the consent of the Landlord (such consent not to be unreasonably withheld or delayed), being Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.

* 1. The Tenant must allow the Landlord to fix to and keep at the Property:
     1. during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
     2. at any time during the Term, any sale board as the Landlord reasonably requires.

1. Window cleaning

As often as reasonably necessary, the Tenant must clean the internal and external surfaces of any:

* + 1. windows; and
    2. other glass;

at the Property.

1. Returning the Property to the Landlord
   1. The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
   2. Subject to **clause 22.3**, the Tenant must by the Termination Date (save for any works permitted by the Licence for Works):
      1. remove:
         1. any tenant's fixtures from the Property;
         2. any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
         3. any Signs erected by the Tenant at the Property; and
      2. make good any damage caused to the Property by the removal of those items and alterations.
   3. If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in **clause 22.2(a)(i)andclause 22.2(a)(ii)** shall not be removed pursuant to **clause 22.2**, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that **clause**.
   4. On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
   5. The Tenant:
      1. irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
      2. must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

1. Use
   1. The Tenant must not use the Property for any purpose other than the Permitted Use.
   2. The Tenant must not:
      1. use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property;
      2. use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
      3. hold any auction at the Property;
      4. allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
      5. overload any part of the Property nor overload or block any Service Media at or serving the Property;
      6. store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
      7. (except as permitted by **clause 19.4**) interfere with any Service Media at the Property;
      8. keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
      9. allow any person to sleep at or reside on the Property.
   3. The Tenant shall keep the Property open and carry on the Permitted Use at the Property throughout the Term in accordance with **paragraph 1.1 of Schedule 7** subject to the Tenant not being required to keep open during any period:
      1. Of Event Day(s) notified by the Landlord to the Tenant pursuant to **paragraph 6.1 of Schedule 3**nor
      2. when the Property is unfit for occupation or use following damage by an Insured Risk or an Uninsured Risk; nor
      3. when for the protection of the public weather conditions require the Landlord to operate the sea front flood prevention measures; nor
      4. when the Tenant shall, after using all reasonable endeavours, is prevented from opening the Property for business due to severe weather conditions; nor
      5. occupation or trading would result in a breach of any other provision of this Lease; nor
      6. (where necessary) during the period when the Tenant is carrying out the works permitted by the Licence for Works.
2. Exercise of the Rights

The Tenant must exercise the Rights:

* + 1. only in connection with the Tenant's use of the Property for the Permitted Use; and
    2. in compliance with all laws relating to the Tenant's use of the Property, the Landlord's Neighbouring Property and any other neighbouring or adjoining property pursuant to the Rights.

1. Allow entry
   1. Subject to **clause 25.2,** the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
      1. except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
      2. at any reasonable time (whether or not during usual business hours); and
      3. with their workers, contractors, agents and professional advisers.
   2. The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.
2. Keyholders and emergency contact details

The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:

* + 1. hold a full set of keys for the Property;
    2. hold all the access codes for the Tenant's security systems (if any) at the Property; and
    3. may be contacted in case of emergency at any time outside the Tenant's usual business hours.

1. Compliance with laws
   1. The Tenant must comply with all laws relating to:
      1. the Property and the occupation and use of the Property by the Tenant;
      2. the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
      3. any works carried out at the Property; and
      4. all materials kept at or disposed of from the Property.
   2. Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
      1. send a copy of the relevant document to the Landlord; and
      2. take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
   3. The Tenant must not:
      1. apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works permitted or required under this lease); or
      2. implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
   4. Unless the Landlord otherwise notifies the Tenant in writing, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
   5. The Tenant must:
      1. comply with its obligations under the CDM Regulations;
      2. maintain the health and safety file for the Property in accordance with the CDM Regulations;
      3. give that health and safety file to the Landlord at the Termination Date;
      4. procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
      5. supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
   6. As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
   7. The Tenant must indemnify the Landlord against any liability under the Defective Property Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
   8. The Tenant must keep:
      1. the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
      2. that machinery, equipment and alarms properly maintained and available for inspection.
2. Energy Performance Certificates
   1. The Tenant must:
      1. co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
      2. allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
   2. The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
   3. Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:
      1. commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
      2. pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.
   4. The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.
3. Third Party Rights

The Tenant must:

* + 1. comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
    2. not do anything that may interfere with any Third Party Right.

1. Registration of this lease
   1. The Tenant must:
      1. apply to register this lease at HM Land Registry promptly [and in any event within one month following the grant of this lease;
      2. ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and
      3. send the Landlord official copies of its title within [one month] of completion of the registration.
   2. The Tenant must not:
      1. apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
      2. object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
      3. apply for an official copy of any exempt information document version of this lease.
2. Closure of registered title and Removal of entries in relation to this lease and easements granted by this lease
   1. The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove from the Landlord’s title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.
   2. The Tenant must:
      1. ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to **clause 31.1** are responded to promptly and properly; and
      2. keep the Landlord informed of the progress and completion of that application.
3. Encroachments and preservation of rights
   1. The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
   2. If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
      1. immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
      2. at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
   3. The Tenant must preserve all rights of light and other easements enjoyed by the Property.
   4. The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.
   5. If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:
      1. immediately inform the Landlord and give the Landlord notice of that action; and
      2. at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.
4. Replacement guarantor
   1. Subject to clause 33.2, if:
      1. an Insolvency Event occurs in relation to a guarantor; or
      2. any guarantor (being an individual) dies or becomes incapable of managing their affairs;

the Tenant must, if the Landlord so requests, procure that a person of standing acceptable to the Landlord (acting reasonably), within 14 working days of that request enters into a replacement or additional guarantee and indemnity of the tenant covenants of this lease in the same form as that entered into by that guarantor.

* 1. clause 33.1 shall not apply in the case of a person who is a guarantor by reason of having entered into an authorised guarantee agreement.

1. Indemnity

The Tenant must 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:

* + 1. any breach of any tenant covenants in this lease;
    2. any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
    3. any act or omission of the Tenant or any Authorised Person.

1. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term.

1. Quiet enjoyment

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

1. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to **paragraph 1.2 of Schedule 3**, the Landlord must:

* + 1. except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;
    2. where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
    3. cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
    4. cause as little inconvenience as reasonably possible to the Tenant; and
    5. promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

1. Scaffolding

In relation to any scaffolding erected pursuant to **paragraph 1.5 of Schedule 3**, the Landlord must:

* + 1. ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
    2. remove the scaffolding as soon as reasonably practicable;
    3. following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
    4. if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).]

1. Re-entry and forfeiture
   1. The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
      1. the whole or any part of the Rents is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
      2. any breach of any condition of, or tenant covenant in, this lease; or
      3. an Insolvency Event.
   2. If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this **clause**, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.
2. Section 62 of the LPA 1925, implied rights and existing appurtenant rights
   1. The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.
   2. The Property is let without the benefit of any existing easements or other rights which are appurtenant to ST245798 except those set out in **Schedule 2**.
3. Exclusion of sections 24 to 28 of the LTA 1954

The parties:

* + 1. confirm that:
       1. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than 14 days] before this leasewas entered into;
       2. [the Tenant **OR** [DECLARANT'S NAME] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; [and]
       3. there is no agreement for lease to which this lease gives effect; and
    2. agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

1. Compensation on vacating

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

1. No restriction on Landlord's use

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of the Landlord's Neighbouring Property or any other neighbouring or adjoining property.

1. Limitation of liability

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord knows it has failed to perform the covenant (or reasonably should know this) and has not remedied that failure within a reasonable time.

1. Breach of repair and maintenance obligation
   1. The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
   2. Following the service of a notice pursuant to **clause 45.1**, the Landlord may enter the Property and carry out the required works if the Tenant:
      1. has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
      2. is not carrying out the required works with all due speed.
   3. The costs incurred by the Landlord in carrying out any works pursuant to **clause 45.2** (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
   4. Any action taken by the Landlord pursuant to this **clause 45** shall be without prejudice to the Landlord's other rights (including those under **clause 39**).
2. Notices
   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 in writing and given:
      1. by hand:
         1. if the party is a company incorporated in the United Kingdom, at that party's registered office address;
         2. if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
         3. in any other case, at that party's last known place of abode or business in the United Kingdom; or
      2. by pre-paid first-class post or other next working day delivery service:
         1. if the party is a company incorporated in the United Kingdom, at that party's registered office address;
         2. if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
         3. in any other case, at that party's last known place of abode or business in the United Kingdom.
   2. If a notice complies with the criteria in **clause 46.1**, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:
      1. delivered by hand, at the time the notice is left at the proper address; or
      2. sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
   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.
3. Consents and approvals
   1. Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
      1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
      2. it expressly states that the Landlord waives the requirement for a deed in that particular case.
   2. If a waiver is given pursuant to **clause 47.1**, it shall not affect the requirement for a deed for any other consent.
   3. Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
      1. the approval is being given in a case of emergency; or
      2. this lease expressly states that the approval need not be in writing.
   4. If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
      1. imply that any consent or approval required from a third party has been obtained; or
      2. obviate the need to obtain any consent or approval from a third party.
   5. Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to **clause 1.12**) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.
   6. Where:
      1. the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
      2. the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.
4. VAT
   1. All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.
   2. A party to this lease must pay VAT in respect of all taxable supplies made to that party 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.
   3. Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).
5. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed 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.

1. Entire agreement
   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.
   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).
   3. Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
   4. Nothing in this **clause** shall limit or exclude any liability for fraud.
2. Contracts (Rights of Third Parties) Act 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

1. Governing Law

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

1. Jurisdiction

Subject to **paragraph 2.1 to 2.11 inclusive of Schedule 5**, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

1. Landlord’s Role

For the avoidance of doubt, the Landlord is entering into this agreement in its role as landowner only and not as local planning or highway authority and this agreement shall not fetter its discretion to exercise any of its powers.

1. Break Clause
   1. If:
      1. prior to the expiry of the first two years of the Term the Tenant has failed to complete the Works to the reasonable satisfaction of the Landlord (acting reasonably) and
      2. Has not obtained from the Landlord a written confirmation of the Landlord’s agreement that the Works have been satisfactorily completed

then, subject to **clause 55.3** the Landlord may terminate this lease at any time by serving a Break Notice on the Tenant at least two months before the Break Date.

* 1. The Break Notice shall specify the Break Date but shall not specify as the Break Date a date which is either:
     1. earlier than a date that is two years from and including the Commencement Date; or
     2. earlier than [two] months after the date on which the Break Notice is deemed to have been served on the Tenant as provided by **clause 55.9** (and for the avoidance of doubt, the day of deemed service shall not be taken into account in calculating the period of [two] months).
  2. The Break Notice shall be of no effect if:
     1. the Break Notice does not comply with the requirements of this clause; or
     2. the Break Notice is served otherwise than in accordance with this clause.
  3. The Break Notice shall be in writing and for the purposes of this clause writing does not include facsimile transmission or email.
  4. The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.
  5. The Break Notice shall be in the form set out in **Annex E**.
  6. The Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery to the Tenant at the Property.
  7. In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first class post or recorded delivery as the case may be.
  8. A Break Notice delivered or sent by the Landlord in accordance with **clause 55.7** shall be deemed to have been served on the Tenant:
     1. if delivered by hand, on the day of delivery except that if delivery occurs after 11.00 am on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day; or
     2. if sent by pre-paid first class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).
  9. Neither section 196 of the Law of Property Act 1925, nor section 1139 of the Companies Act 2006 nor **Clause 46** shall apply to a Break Notice, but those sections and clause **Clause 46** shall apply to any other notice served pursuant to this clause.
  10. Time shall be of the essence in respect of all time periods and limits in this clause.
  11. Subject to **clause 55.3**, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.
  12. Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the term.
  13. Nothing in this clause makes time of the essence in relation to any time limit in **Schedule 6** (Rent Review).
  14. If the Landlord serves a Break Notice, the Tenant shall take all steps as may be necessary to terminate, before the Break Date, all underleases deriving from this lease.
  15. If this lease terminates in accordance with **clause 55.12** then, within 14 days of the Break Date, the Landlord shall refund to the Tenant the proportion of the Annual Rent, and any VAT paid in respect of it, for the period from and excluding the Break Date up to and excluding the next Rent Payment Date, calculated on a daily basis.

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

1. Property

The land and building known as the former Victorian Cafe, Marine Parade, Weston-super-Mare and shown edged red on the Property Plan including:

1. one half severed vertically of any party walls separating the Property from any adjoining premises;
2. All additions and improvements to the Property
3. All landlord’s fixtures and fittings that are from time to time in or on the Property (whether originally fixed or fastened to or on the Property or otherwise)
4. The roof and roof space (if any) the foundations all external or structural or load bearing walls columns beams and supports and all Conduits within the Property
5. Rights
6. In common with the Landlord and any other person authorised by the Landlord, the Landlord grants to the Tenant the following easements (for the benefit of the Property) and the following other rights:
   1. **Utilities**: the right to the free and uninterrupted passage and running of Utilities to and from the Property in and through the Service Media that now or which may, during the Term, be in on or under the Landlord’s Neighbouring Property and serve the Property.
   2. **Entry** - Subject to **paragraph 2 of this Schedule**, the right for the Tenant with or without workmen and equipment to enter upon the Landlord’s Neighbouring Property to connect to, repair, maintain and where appropriate renew Service Media serving the Property,
   3. **Support** - The right to support and protection for the Property from the Landlord's Neighbouring Property to the extent that the Landlord's Neighbouring Property provides support and protection to the Property at the date of this lease.
   4. **Access** – **subject to paragraph 6.1 of Schedule 3** 
      1. Right of Access to and from the Property on foot across the paths designated by the Landlord from time to time on the Landlord’s Neighbouring Property.
      2. Right of Access for delivery vehicles to and from the Property across Marine Parade for the purposes of loading and unloading onlysubject to compliance with the obligations set out in **Schedule 7 [Operational Requirements**].*]*
   5. **Seating Area:** a right to place tables and chairs on the area shown edged green on the Plan (“the Seating Area”) and to use the same as an outside seating area in accordance with the Permitted Use only and subject to compliance with the obligations set out in **Schedule 7 [Operational Requirements**].
   6. [[OTHER RIGHTS].]]
7. **Entry**
   1. Subject to **paragraph 1.4 of this Schedule 2** the Tenant shall before exercising any right of entry onto the Landlord’s Neighbouring Property serve on the Landlord not less than two Working Days prior written notice (“the Access Notice”)
   2. The Access Notice shall specify:-
      1. The date being a Working day and a reasonable time on that date when access is required;
      2. The purpose for which access is required and the likely duration of any access visit;
      3. The names and details of the person or persons requiring access.
   3. The Tenant shall comply with all requirements, requests and directions of the Landlord as to the manner in which access is granted and works are carried out by the Tenant:
      1. The Tenant shall only be entitled to enter the Landlord’s Neighbouring Property pursuant to **paragraph 1.2 of this Schedule** if it would otherwise not be reasonably practicable to carry out the works and not be economically viable to do so; and
      2. In exercising the rights the Tenant shall so far as reasonably possible restrict to a minimum any disruption to the Landlord and will make good as soon as possible to the Landlord’s reasonable satisfaction all damage caused to the Landlord’s Neighbouring Property.
   4. In an emergency the Tenant shall give as much notice as is practicable to the Landlord specifying the nature of the emergency and that access is required.
   5. Access pursuant to **this paragraph** shall be subject to any prior leases or occupations on the Landlord’s Neighbouring Property created or existing on or before the date of this Lease.
8. Reservations
9. Subject to **paragraph 2 and paragraph 3** of this **Schedule**, the Landlord excepts and reserves from this lease the following easements (for the benefit of the Landlord's Neighbouring Property) and the following other rights:
   1. Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
   2. Subject to the Landlord complying with **clause 37**, the right to enter the Property for any other purpose mentioned in or connected with:
      1. this lease;
      2. the Reservations; or
      3. the Landlord's interest in the Property or the Landlord's Neighbouring Property.
   3. The right to:
      1. use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and
      2. install and construct Service Media at the Property to serve the Landlord's Neighbouring Property; and
      3. re-route and replace any Service Media referred to in this **paragraph**.
   4. At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property as the Landlord may think fit.
   5. Subject to the Landlord complying with **clause 38**, the right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations.
   6. A right for the Landlord (subject to the Tenant being given reasonable written notice), to close Marine Parade for the purposes of sea front related events on Event Days notwithstanding that this will result in the Tenant being required to keep the Property closed.
   7. [[OTHER RESERVATIONS].]
10. **The Reservations:**
    1. Are excepted and reserved 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 adversely affect the use and enjoyment of the Property for the Permitted Use.
    2. May be exercised by:
       1. the Landlord;
       2. anyone else who is or becomes entitled to exercise them; and
       3. anyone authorised by the Landlord.
11. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, 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 the Reservations except for:
    1. Physical damage to the Property.
    2. Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
12. Third Party Rights
13. All easements and other rights, covenants and restrictions affecting the Property and any land over which the Rights are granted including those set out or referred to in the register entries of ST245798 as at the date of this lease
14. [[OTHER THIRD PARTY RIGHTS].]
15. Rent Review
16. Definitions
17. Definitions
    1. The following definitions apply in this Schedule.
18. Assumptions: the assumptions set out in **paragraph 1 of Part 3 of this** **Schedule**.
19. Base Rent: the Annual Rent payable immediately before a Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it)].
20. Base CPI Month: [BASE MONTH AND YEAR FOR CPI CALCULATION] [or, where there has been at least one review of the Annual Rent in accordance with this **Schedule**, the month that falls [three] month[s] before the month in which the most recent prior Review Date fell].
21. CPI: the Consumer Prices Index or any official index replacing it.
22. Current Index Value: the All Items index value of the CPI for the month that falls three months before the month in which the relevant Review Date falls.
23. Disregards: the disregards set out in **paragraph 2 of Part 3 of this Schedule**.
24. Expert: an independent surveyor:
    1. who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
    2. with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
    3. appointed in accordance with **paragraphs 2.2 of Part 2 of this Schedule**.
25. Hypothetical Lease: the lease described in **paragraph** **3 of Part 3 of this Schedule**.
26. Indexed Rent: the rent determined in accordance with **paragraph 1.1 of Part 4** of this **Schedule**.
27. Open Market Rent: the best annual rent (exclusive of VAT) at which the Property could reasonably be expected to be let:
    1. in the open market;
    2. at the relevant Review Date; and
    3. applying the Assumptions and Disregards.
28. President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf.
29. Review Dates: [DATE] [and [DATE]].
30. Revised Rent: subject to **paragraph 1.2 of Part 2 of** this **Schedule**, the greater of:
    1. the Indexed Rent determined pursuant to this **Schedule**; and
    2. the Open Market Rent agreed or determined pursuant to this **Schedule**.
31. Shortfall Payment Date: the date which is [ten] working days from and including the date that the revised Annual Rent is agreed or determined.
32. Review of the Annual Rent
33. Review
    1. The Annual Rent shall be reviewed on each Review Date to equal:
       1. the amount agreed between the Landlord and Tenant at any time (whether or not that amount is the Revised Rent); or
       2. in the absence of such agreement, the greater of:
          1. the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement, suspension, concession or reduction of the Annual Rent or restriction on the right to collect it); and
          2. the Revised Rent.
    2. The Landlord and Tenant may agree the revised Annual Rent at any time before it is determined by the Expert.
    3. As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, 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.
34. Determination by the Expert
    1. If the Landlord and Tenant have not agreed the revised Annual Rent by the date which is 60 working days after publication of the relevant Current Index Value, then either party may at any time refer the revised Annual Rent for determination by the Expert in accordance with this paragraph 2 of this Part of this Schedule. The Expert can be appointed in accordance with the terms of this lease irrespective of whether the Landlord and Tenant have tried to first reach an agreement on the revised Annual Rent.
    2. The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
    3. If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 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. 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 40 working days of the matter being referred to the Expert.
    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
       1. either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
       2. this paragraph 2 of this Part of this Schedule shall apply to the new Expert as if they were the first Expert appointed.
    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.
    7. To the extent not provided for by this paragraph 2 of this Part 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.
    8. The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
    9. 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.
    10. 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:
        1. the other party may pay instead; and
        2. 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 2.10(a) of this Part of this Schedule.
    11. 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.
35. Late review of Annual Rent
    1. If the revised Annual Rent has not been agreed or determined on or before the relevant Review Date, the Tenant must:
       1. continue to pay the Annual Rent at the rate payable immediately before that Review Date; and
       2. on or before the Shortfall Payment Date, pay
          1. the shortfall (if any) between the amount of Annual Rent that the Tenant has paid for the period from and including that Review Date and the amount of Annual Rent for that period that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
          2. interest at the Interest Rate on that shortfall. That interest shall be calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the Shortfall Payment Date (or, if the Tenant pays the shortfall earlier than the Shortfall Payment Date, the date of that payment).
36. Time not of the essence
    1. Time is not of the essence for the purposes of this Schedule.
37. Guarantor
    1. If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent but will be bound by the revised Annual Rent.
38. Open Market Rent Review

Assumptions –

1. The matters to be assumed are:
   1. The Property is available to let in the open market:
      1. on the terms of the Hypothetical Lease;
      2. by a willing landlord to a willing tenant;
      3. with vacant possession; and
      4. without a fine or a premium.
   2. The willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting-out works at the Property.
   3. The Property may lawfully be used and is in a physical state to enable it to be lawfully used, by the willing tenant (or any potential undertenant or assignee of the willing tenant) for any use permitted by this lease.
   4. The Tenant and the Landlord (except where the Landlord is in material and persistent breach) have fully complied with their obligations in this lease.
   5. If the Property or any means of access to it or any Service Media serving the Property has been destroyed or damaged, it has been fully restored.
   6. No work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with a statutory requirement
   7. Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property.
   8. [[ANY ADDITIONAL ASSUMPTIONS SPECIFIC TO THE LETTING].]
2. **Disregards**

The matters to be disregarded are:

* 1. Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property.
  2. Any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business,
  3. Any effect on rent attributable to any physical improvement to the Property carried out before or after the date of this lease (including any physical improvement to any Service Media servicing the Property), by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law)
  4. Any effect on rent of any obligation on the Tenant to fit-out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.
  5. Any statutory restriction on rents or the right to recover them.
  6. The Landlord’s right to Break the Lease in accordance with **Clause 55**
  7. [ANY ADDITIONAL DISREGARDS SPECIFIC TO THE LETTING].]

1. **Hypothetical Lease**

The Hypothetical Lease is a lease:

* 1. Of the whole of the Property.
  2. For a term equal to the unexpired residue of the Contractual Term at the relevant Review Date or a term of 10 years commencing on the relevant Review Date, if longer.
  3. With rent review dates every [5] years from the relevant Review Date
  4. Otherwise on the terms of this lease (**other than** the amount of the Annual Rent, and **paragraph 1.2 of Part 2 of this Schedule** all of the provisions in this **Schedule** relating to the review of the rent in line with the CPI (and the definition of Revised Rent in the Hypothetical Lease shall instead be "the Open Market Rent as agreed or determined in accordance with this **Schedule**") and the Review Dates ).

**Part 4 – CPI Rent Review**

1. **Calculation of the Indexed Rent**
   1. The Indexed Rent for a Review Date shall be determined by multiplying the Base Rent by the Current Index Value, then dividing the product by the All Items index value of the CPI for the Base CPI Month.
   2. The Landlord shall calculate the Indexed Rent as soon as reasonably practicable and shall give the Tenant written notice of the Indexed Rent as soon as it has been ascertained.
2. **Changes to the Index**
   1. Subject to **paragraph 2.2** of this Part of this **Schedule**, if there is any change to the methods used to compile the CPI, including any change to the items from which the All Items index of the CPI is compiled, or if the reference base used to compile the CPI changes, the calculation of the Indexed Rent shall be made taking into account the effect of this change.
   2. The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Indexed Rent if either:
      1. the Landlord or the Tenant reasonably believes that any change referred to in **paragraph 2.1** **of this Part of this** **Schedule** would fundamentally alter the calculation of the Indexed Rent in accordance with **paragraph 1.1 of this Part of this Schedule**, and has given notice to the other party of this belief; or
      2. it becomes impossible or impracticable to calculate the Indexed Rent in accordance with **paragraph 1.1 of this Part of** this **Schedule.**

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the CPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, either party may at any time refer the issue for determination by the Expert in accordance with **paragraphs 2.2 to 2.11 (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 CPI.

1. Insurance
2. Landlord's obligation to insure
   1. Subject to **paragraph 1.2 and paragraph 1.3 of this Schedule**, the Landlord must insure (and keep insured):
      1. the Property on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost; and
      2. loss of Annual Rent from the Property for three years.
   2. The Landlord shall not be obliged to insure:
      1. the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this **Schedule 6** shall exclude the Excluded Insurance Items;
      2. any alterations to the Property that form part of the Property unless:
         1. those alterations are permitted or required under this lease;
         2. those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
         3. the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
      3. the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
   3. The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.
3. Landlord to provide insurance details
   1. In relation to any insurance effected by the Landlord under this **Schedule 6**, the Landlord must:
      1. at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
         1. full details of the insurance policy;
         2. evidence of payment of the current year's premiums; and
         3. details of any commission paid to the Landlord by the Landlord's insurer;
      2. procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Landlord or its agents becoming aware of the change.
4. Tenant's obligations

In this paragraph the following expressions shall have the following meanings:

* Base CPI Month: the month of the Commencement Date or, where there has been at least one review of the Tenant’s Excess Contribution Cap in accordance with this **Schedule**, the anniversary of that month.
* CPI: the Consumer Prices Index or any official index replacing it.
* Current Index Value: the All Items index value of the CPI for the month that falls three months before the month in which the relevant Review Date falls.
* **The Tenant’s Excess Contribution Cap** shall be one thousand pounds [£1,000] increased annually on the anniversary of the Commencement Date by multiplying the current Tenant’s Excess Contribution Cap by the current Index Value and then dividing it by the CPI for the CPI Base Month
  1. The Tenant must pay to the Landlord on demand:
     1. the Insurance Rent;
     2. any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
     3. one percent [1%] or The Tenant’s Excess Contribution Cap (whichever is the lower of any insurance excess in accordance with **paragraphs 5.2(b) and 7.3(b) of this Schedule 6**
     4. any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes provided that the Tenant shall not be obliged to contribute towards the costs of any such valuations carried out more frequently than once every two years.
  2. The Tenant must:
     1. immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
     2. not do or omit to do anything as a result of which:
        1. any insurance policy for the Property may become void or voidable or otherwise prejudiced;
        2. the payment of any policy money may be withheld; or
        3. any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
     3. comply at all times with the requirements and recommendations of the insurers relating to the Property;
     4. give the Landlord immediate notice of the occurrence of:
        1. any damage or loss relating to the Property arising from an Insured Risk or an Uninsured Risk; or
        2. any other event that might affect any insurance policy relating to the Property;
     5. except for the Excluded Insurance Items, not effect any buildings insurance of the Property but, if the Tenant becomes entitled to the benefit of any buildings insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord;
     6. pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and
     7. insure (and keep insured) against public liability of the Tenant in relation to the Property in such amount as the Landlord shall reasonably consider appropriate and, at the request of the Landlord, supply the Landlord with:
        1. full details of that insurance policy; and
        2. evidence of payment of the current year's premiums.

1. Rent suspension
   1. Subject to **paragraph 4.2 and paragraph 4.3** of this **Schedule**, if any Property Damage by an Insured Risk or and Uninsured Risk occurs, payment of the Annual Rent (or a fair proportion of it according to the nature and extent of that Property Damage) shall be suspended until the earlier of:
      1. the date on which the Property has been reinstated so that it is fit for occupation and use; and
      2. the date which is three years from and including the date on which that Property Damage occurred.
   2. The Annual Rent shall not be suspended under **paragraph 4.1 of this Schedule** if the Property Damage is caused by:
      1. An Insured Risk or an Uninsured Risk and
         1. the policy of insurance in relation to the Property has been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person; and
         2. the Tenant has not complied with **paragraph 3.2(f) of this Schedule**.
   3. If payment of the Annual Rent would be suspended under **paragraph 4.1 of this Schedule** but the rent suspension period would have commenced before the Rent Commencement Date, the following shall apply:
      1. the "Original Rent Commencement Date" shall be the date specified in the definition of Rent Commencement Date in **clause 1.1;**
      2. the "Suspension Period" shall be the period for which the Annual Rent would have been suspended under **paragraph 4.1 of this Schedule** had the Annual Rent been payable from the date on which this lease was granted;
      3. the "Rent Resumption Date" shall be the day after the last day of the Suspension Period;
      4. X shall be:
         1. the number of days from and including the date on which the Suspension Period commences to and including the earlier of the last day of the Suspension Period and the day before the Original Rent Commencement Date; or
         2. if only a proportion of the Annual Rent due would have been suspended during the Suspension Period, an equivalent proportion of the number of days calculated under **paragraph 4.3(d)(i)** of this **Schedule** (rounding up to the nearest whole day);
      5. if the Rent Resumption Date is on or before the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Original Rent Commencement Date; and
      6. if the Rent Resumption Date is after the Original Rent Commencement Date, then the Rent Commencement Date shall instead be the day which is X days after the Rent Resumption Date.
2. Landlord's obligation to reinstate following damage or destruction by an Insured Risk
   1. Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:
      1. use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
      2. reinstate the Property except that the Landlord shall not be obliged to:
         1. reinstate unless all necessary planning and other consents are obtained;
         2. reinstate unless the Tenant has paid the sums due under **paragraph 3.1(b) and paragraph 3.2(f) and paragraph 5.2(b) of this** **Schedule**;
         3. provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
         4. reinstate after a notice to terminate has been served pursuant to this **Schedule 6**.
   2. If the Landlord is obliged to reinstate the Property pursuant to **paragraph 5.1(b)** of this **Schedule**, the Landlord must:
      1. use all insurance money received (other than for loss of rent) and all sums received under **paragraph 3.1(b) and paragraph 3.2(f) of this Schedule** for the purposes of that reinstatement; and
      2. subject to the Tenant contributing 1% of such shortfall make up any shortfall out of its own funds.
3. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk
   1. Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Property Damage occurred.
4. Property Damage by an Uninsured Risk
   1. If the Annual Rent (or a fair proportion of it) is suspended under **paragraph 4 of this Schedule** following damage to or destruction of the Property by an Uninsured Risk, then within 12 months from and including the date on which that damage occurred, the Landlord must either:
      1. Terminate this lease by giving notice to the Tenant: or
      2. Notify the Tenant that it intends to reinstate the Property.
   2. If the Landlord notifies the Tenant under **paragraph 7.1(b) of this Schedule** that it intends to reinstate the Property then the Landlord must:
      1. use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
      2. reinstate the Property except that the Landlord shall not be obliged to:

use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

* + 1. reinstate the Property except that the Landlord shall not be obliged to:
       1. reinstate unless all necessary planning and other consents are obtained;
       2. reinstate unless the Tenant has paid the sums due under **paragraph 3.1(b) and paragraph 3.2(f) and paragraph 7.3 of this Schedule**;
       3. provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
       4. reinstate after a notice to terminate has been served pursuant to this **Schedule 6**.
  1. If the Landlord chooses to reinstate the Property pursuant **to paragraph 7.2** of this **Schedule**, the Tenant shall contribute one percent of any shortfall.

1. Termination if reinstatement not complete by expiry of rent suspension
   1. If Property Damage by an Insured Risk occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
      1. such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and
      2. where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under **clause 17 or this Schedule 6**.
2. Consequences of termination
   1. If either party gives a notice to terminate this lease in accordance with this **Schedule 6:**
      1. this lease shall terminate with immediate effect from the date of the notice;
      2. none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
      3. any proceeds of the insurance for the Property shall belong to the Landlord.
3. Operational Requirements
4. Tenant’s obligation to Keep Open
   1. Subject **to Clause 23.3** to keep the Property open and fully staffed and equipped and carry on the Permitted Use on each day (including statutory and other bank holidays) as a minimum between the following periods and dates and times:
      1. Maundy Thursday of the Easter Bank Holiday to 30th September the hours of 10.00 am to 6.00 pm; and
      2. Saturday and Sunday of every week between the hours of 10.00 am to dusk; and
      3. all other public bank holidays and school holidays and school half term holidays the hours of 10.00 am to dusk weather permitting

or such other times as the Landlord may previously agree in writing (acting reasonably).

1. **Restriction on Sales Area**
   1. Not to permit or allow the consumption of food and beverages outside of the Property and the Seating Area pursuant to **paragraph 1.5 of Schedule 2**
2. **Equipment and Operation**
   1. To fully equip and stock the Property for carrying on the Permitted Use including the providing of good quality catering/kitchen equipment crockery and cutlery tables and chairs of a quality, type and design previously approved by the Landlord such approval not to be unreasonably withheld or delayed
   2. To supply not more than eight (8) tables and thirty-two (32) chairs of a quality and to be approved by the Landlord for use by members of the public frequenting the Property and to site the same only within the Seating Area whilst ensuring that any footpaths in the vicinity of the Property are not obstructed at any time by such tables and chairs and to remove such tables and chairs at the end of each trading day
   3. To ensure that no food or hot drinks are served at or from the Property in any paper or plastic utensils but only in crockery china or glass with non-plastic cutlery being used at all times or good quality disposables may be used for takeaway trade only
   4. To display in a prominent location or locations so as to be clearly visible to all visitors and customers:
      1. a menu and price list including VAT if appropriate; and
      2. the Tenant’s name, address and telephone number; and
      3. copies of all certificates of insurance, permissions or approvals that the Tenant shall lawfully be required to display by any Authority or Enactment
3. **Waste**
   1. To provide two (2) waste bins of a design and standard to be approved by the Landlord and to repair and replace such waste bins as requested by the Landlord and to empty such waste bins as often as may be necessary to prevent overflowing of waste from the waste bins
   2. To monitor the waste bins to be provided under **paragraph** **4.1 of** **this Schedule** **7** and to empty such waste bins as often as may be necessary to prevent overflowing of waste from the waste bins
   3. All waste including that referred to in this **paragraph** on the Property or the Seating Area or created pursuant to the Permitted Use shall be deemed to be trade waste and shall be disposed of in accordance with the requirements of the Environment Agency or other appropriate authority
4. **Conduct and Staff**
   1. To ensure that:-
      1. All staff at the Property are properly trained and hold a recognised Customer Care qualification and comply with all recommendations of the Landlord or any appropriate authority or trade association; and
      2. That the Permitted Use is carried on in a sober and orderly manner
5. **Licences**
   1. To obtain, pay promptly and comply with the terms of all licences, agreements or arrangements including with Phonographic Performance Limited, the Performing Rights Society Limited or any other body in respect of the reproduction of any works whether musical or otherwise in connection with the Permitted User.
6. **Management**
   1. To use all reasonable endeavours to maintain a good working relationship with the Landlord’s appropriate officers responsible for the Property and/or the Retained Land and to co-operate fully with the Landlord in relation to the operation of the Property and/or the Retained Land
   2. Not to accept delivery of any stock whether for the Property or otherwise after 10.00 am on each day of the Term
   3. The Tenant and the Tenant’s employees and contractors shall co-operate fully with the Landlord in the promotion and marketing of the Landlord’s Neighbouring Property and shall, when required, attend any training courses run by the Landlord to promote the Landlord’s Neighbouring Property
   4. The Tenant and the Tenant’s Personnel shall within twenty-four (24) hours of becoming aware of the same notify the Landlord’s appropriate Officer of any incidents or occasions of vandalism or improper or disorderly conduct on or within the Property
   5. Not to park or allow any vehicles to remain on the Landlord’s Neighbouring Property or any part thereof except emergency vehicles
   6. To provide such risk assessments as the Landlord may from time to time require in respect of the carrying on by the Tenant of the Permitted Use or in relation to any matter arising pursuant to this Lease
   7. The Tenant will achieve a minimum food hygiene rating of 4 or above.

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| --- | --- | --- |
| Executed as a Deed by affixing  The Common Seal of  NORTH SOMERSET DISTRICT COUNCIL  In the presence of:  Assistant Director Governance/  Solicitor of the Council  Name………………………….. |  |  |
|  | | |
|  |  |  |
|  | | |
|  |  |  |
| Signed as a deed by [NAME OF **Tenant**] in the presence of:  …………………….  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF **Tenant**] |
| OR | | |
| Executed as deed by [NAME OF **Tenant**] acting by [NAME OF FIRST DIRECTOR], a director, and [NAME OF SECOND DIRECTOR/SECRETARY], [a director OR its secretary] |  | ………………  [SIGNATURE OF FIRST DIRECTOR]  Director  ………………  [SIGNATURE OF SECOND DIRECTOR OR SECRETARY]  Director OR Secretary |
| OR | | |
| Executed as deed by [NAME OF **Tenant**] acting by [NAME OF DIRECTOR] a director, in the presence of:  ……………………  [SIGNATURE OF WITNESS]  [NAME, ADDRESS [AND OCCUPATION] OF WITNESS] |  | ……………….  [SIGNATURE OF DIRECTOR]  Director |

1. Property Plan
2. Landlord’s Notice
3. Tenant’s [Statutory] Declaration
4. Licence for Works
5. Break Notice

To: [INSERT NAME OF TENANT] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (**Tenant**)

From: NORTH SOMERSET DISTRICT COUNCIL of Town Hall, Weston-super-Mare, Somerset, BS23 1UJ (**Landlord**)

Property: the former Victorian Café, Marine Parade, Weston-super-Mare, Somerset as demised by the lease dated [INSERT DATE OF LEASE] made between North Somerset District Council (1) and [Tenant] (2) (**Lease**)

I/WE NORTH SOMERSET DISTRICT COUNCIL **OR** [INSERT NAME AND ADDRESS OF SOLICITORS SERVING NOTICE ON BEHALF OF THE LANDLORD] for and on behalf of the Landlord] **GIVE YOU NOTICE** that we/ the Landlord will terminate the term of the lease on [INSERT BREAK DATE] in accordance with clause [INSERT NUMBER OF THE BREAK CLAUSE IN THE LEASE] of the Lease so that the Lease will determine on that date.

SIGNED:......................................

[[NAME OF LANDLORD] **OR** [NAME OF SOLICITORS], solicitors for and on behalf of [LANDLORD]]

DATED:......................................

SIGNED:......................................

[[NAME OF TENANT] **OR** [NAME OF SOLICITORS], solicitors for and on behalf of [TENANT]]

DATED:......................................

Received on [INSERT DATE]

SIGNED:......................................

[[NAME OF TENANT] **OR** [NAME OF SOLICITORS], solicitors for and on behalf of [TENANT]]

DATED:......................................