

DATED

2021

**LEASE**

**OF**

**PART OF LISKEARD CATTLE MARKET**

**( MAKERS WORKSPACE PROJECT)**

between

**THE CORNWALL COUNCIL**

and

**LISKEARD TOWN COUNCIL**

**PRESCRIBED CLAUSES**

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

**LR1. Date of lease****LR2. Title number(s)****LR2.1 Landlord's title number(s)**

CL222566

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease****Landlord**

THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY

**Tenant**

LISKEARD TOWN COUNCIL of 3-5 West Street, Liskeard, Cornwall PL14 6BW

**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 Schedule 1 of this lease.

**LR5. Prescribed statements etc.**

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

None.

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

None.

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

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

**LR7. Premium**

None.

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

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

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None.

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

None.

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

Not applicable

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This Lease is dated

2021

## Parties

- (1) THE CORNWALL COUNCIL of New County Hall, Treyew Road, Truro, Cornwall TR1 3AY (**Landlord**)
- (2) LISKEARD TOWN COUNCIL of 3-5 West Street, Liskeard, Cornwall PL14 6BW (**Tenant**)

## Background

By a Collaboration Agreement dated ..... made between the Landlord and Tenant, the parties established a framework governing their respective rights and obligations in relation to the procurement, installation and delivery of workspace at the Property.

## Agreed terms

### 1. Interpretation

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

#### 1.1 Definitions:

**Annual Rent:** One pound

**Authorised Person:** any:

- (a) undertenant;
- (b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- (c) 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.

**Building 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 or inaccessible

**Contractual Term:** a term of 10 years beginning on, and including the [ ] and ending on [ ]

**Default Interest Rate:** 3% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

**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.

**Energy Performance Certificate:** a certificate as defined in regulation 2(1) of the EPC Regulations.

**EPC Regulations:** Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

**Excluded insurance Items:** any:

- a) plate glass forming part of the Property; and
- b) tenant's fixtures that are installed by or for the tenant, any undertenant or occupier of any part of the Property
- c) furniture, equipment and other contents .

**Insolvency Event::** subject to clause 1.14, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor. Or
- j) 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.

**Insured Risks:** (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Landlord reasonably decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

**LTA 1927:** Landlord and Tenant Act 1927

**LTA 1954:** Landlord and Tenant Act 1954

**LTCA 1995:** Landlord and Tenant (Covenants) Act 1995

**Permitted Use:** Workspace for use for Qualifying Activities only

**Plan:** the plan attached to this lease.

**Property:** the land, premises and structures erected on them described in Schedule 1.

**Qualifying Activities:** use of the premises for the purpose of making anything by hand, or any business using the premises for small scale creative production or manufacturing activities, including via technology, and including for the purposes of education or training.

**Recommendation Report:** a report as defined in regulation 4 of the EPC Regulations.

**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.

**Rent Payment Date:** each anniversary of the commencement of the Contractual Term.

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

**Retained Property:** the remainder of the Landlord's land comprising the Cattle Market, Liskeard shown edged red on the attached title plan CL222556.

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

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register and the charges register of title number CL222566.

**Uninsured Risk:** 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:

- (a) of an exclusion properly imposed by the insurers; or

- (b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord acting reasonably at the time the insurance policy was entered into;

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

**VAT**: value added tax or any equivalent tax chargeable in the UK.

- 1.2 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, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation in this lease on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.7 A reference to the **term** is to the Contractual Term.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.
- 1.10 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 preceding those terms.
- 1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).



- 1.12 a reference to **guarantor** includes a reference to the Guarantor and to any other guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement
- 1.13 The expressions authorised guarantee agreement, landlord covenant and tenant covenant each has the meaning given to it by the LTCA 1995
- 1.14 A reference to **writing** or **written** excludes fax and e-mail.
- 1.15 For the purposes of the definition of Insolvency Event:
- (a) where any of the paragraphs in that definition apply in relation to:
    - (i) 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
    - (ii) 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

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

- 1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.19 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

- 1.20 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.
- 1.21 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.22 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

## **2. Grant**

- 2.1 Subject to the other provisions of this clause The Landlord lets the Property with limited title guarantee to the Tenant for the Permitted Use for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the following sums as rent:
- (a) the Annual Rent (if demanded);
  - (b) all interest payable under this lease; and
  - (c) all other sums due under this lease.

## **3. Ancillary Rights**

- 3.1 The Landlord grants the Tenant the following rights (the Rights) to use in common with the Landlord and any other person authorised by the Landlord:
- (a) the right to use and to connect into any Service Media on the Retained Land that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this lease;
  - (b) the right of vehicular and pedestrian access to the Property (but not to park or obstruct) over such parts of the Retained Property as affords access to the Property or otherwise as reasonably designated from time to time by the Landlord.
- 3.2 The Rights are granted subject to the Third Party Rights insofar as the Third Party Rights affect the Retained Property and the Tenant shall not do anything that may interfere with any Third Party Right.

3.3 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted and in accordance with any regulations made by the Landlord

3.4 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any other part of the Retained Property or any other property or is to be taken to show that the Tenant may have any right over any other part of the Retained Property, and section 62 of the Law of Property Act 1925 and the rule in *Wheeldon v Burrows* do not apply to this lease

#### 4. The Reservations

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Retained Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) at any time during the term, the full and free right to develop the Retained Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the Contractual Term as the Landlord may think fit;
- (b) the right to re-route any means of access to or egress from the Property and to change the areas over which the Rights are exercised;
- (c) the right to re-route and replace any Service Media over which the Rights are exercised

4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

- (a) to inspect, maintain and carry out repairs or improvements which the Landlord is liable for pursuant to the terms of this lease.
- (b) to inspect the condition and state of repair of the Property following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property which the Tenant is liable for under this lease;
- (c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2 (b) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and
- (d) to repair, maintain, install, construct re-route or replace any Service Media or structure relating to any of the Reservations
- (e) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations; and

(iii) the Landlord's interest in the Property or the Retained Property.

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

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those Reservations except for:

- (a) physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## 5. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

## 6. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 and 4 of this lease.

## 7. Re-entry

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) The Annual Rent or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

7.2 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.

**8. Set-off**

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

**9. Landlord's consent**

9.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

9.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

**10. Joint and several liability**

Where the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

**11. Entire agreement**

11.1 This lease constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

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

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

**12. Notices**

12.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;

- (b) given to the Landlord by delivering it by hand or sending it by prepaid first-class post or other next working day delivery service to the office of the Landlord (marked for the attention of Head of Legal Services and quoting reference 062059) ; or
- (c) given to the Tenant by delivering it by hand or sending it by prepaid first-class post or other next working day delivery service to the office of the Tenant.

12.2 If a notice is given in accordance with clause 13.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by prepaid first-class post or other next working day delivery service, on the second working day after posting.

12.3 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.

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

### **13. 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.

### **14. VAT**

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

### **15. 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.

### **16. Jurisdiction**

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.

**17. Break provisions**

17.1 In this clause 17.1, the following definitions apply:

**Break Date:** the date specified in the Break Notice

**Break Notice:** Written notice to terminate this lease specifying the Break Date

17.2 Either the Landlord or the Tenant may terminate this lease at any time after the expiry of the fifth anniversary of the commencement of the Contractual Term by serving a Break Notice on the other party at least three months before the Break Date.

17.3 A Break Notice served by the Tenant shall be of no effect unless at the Break Date all third party rights of occupation have been terminated and the third parties are no longer in occupation and all tenants and occupant's possessions have been removed.

17.4 Subject to clause 17.3, following service of a Break Notice this lease shall terminate on the Break Date.

17.5 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease

**18. Exclusion of sections 24-28 of the LTA 1954**

18.1 The parties confirm that:

- a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into; and
- b) \_\_\_\_\_ who was duly authorised by the Tenant to do so made a statutory declaration dated \_\_\_\_\_ 2021 in accordance with the requirements of section 38A(3)(b) of the LTA 1954,.

18.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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

**Schedule 1****The Property**

All that land with the container units or other building or structures erected or sited thereon situate and forming part of Liskeard Cattle Market registered under title CL222566 at HM Land Registry and shown edged red on the Plan including:

- (a) all Service Media within the Property which exclusively serve the Property
- (b) the Landlord's fixtures and fittings in the Property and any additional fixtures and fittings installed at the Property and belonging to the Landlord at any time during the Contractual Term

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**Schedule 2****Tenant Covenants****1. Rent**

To pay the Annual Rent to the Landlord (if demanded) in advance on the Rent Payment Dates by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.

**2. Insurance**

2.1 To effect public liability insurance and employers liability insurance with reputable insurers in a sum in each respect not being less than £10,000,000 for any one claim or series of claims arising out of one event.

2.2 In relation to any insurance effected by the Tenant under this paragraph 2, at the request of the Landlord, to supply the Landlord with a copy of the current insurance policy and schedule.

2.3 To inform the Landlord immediately that it becomes aware of:

- (a) any damage or loss that relates to the Property; and
- (b) any other event occurs which might affect any insurance policy effected by the Landlord relating to the Property.

2.4 Not do, cause or permit or omit anything as a result of which any policy of insurance of the Property or the Retained Property by the Landlord may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable.

2.5 comply at all times with the requirements of the insurers which have been notified to the Tenant or the Tenant (acting reasonably) should have been aware of relating to the Property

**3. Interest on late payment**

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Annual Rent or other payment due under this lease and not paid within 5 Working Days

following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

#### **4. Rates and taxes**

4.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

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

4.2 Subject to the same qualifications mentioned in paragraph 4.1 (a) and paragraph 4.1 (b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

#### **5. Utilities**

5.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

5.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

#### **6. Common items**

6.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

6.2 To comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

#### **7. Costs**

7.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) assessed on a full indemnity basis in connection with the following:

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- (a) the enforcement of the tenant covenants of this lease;
- (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) preparing and serving any notice under clause 4.2 (c) ; or
- (d) any consent applied for under this lease, whether or not it is granted.

## 8. Alterations

Except as provided in 8.2 of this Schedule 2:

- 8.1 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the prior written consent of the Landlord..
- 8.2 Not to make any internal, non-structural alteration or addition to the Property, without the prior written consent of the Landlord which shall be at the Landlord's absolute discretion .
- 8.3 Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord which shall be at the Landlord's absolute discretion.

## 9. Assignment and underletting etc

### 9.1 *Assignment*

Not to assign the whole or any part of this lease.

### 9.2 *Underletting*

- (a) The Tenant may underlet the container-based workspace units within the Property in individual lettable units of no more than 35 sqm gross internal area each with no one undertenant occupying more than 2 units at any one time for the purpose of the Permitted Use on a tenancy at will basis. Undertenants should be engaged in a Qualifying Activity and have no more than 10 employees working in the units directly.
- (b) Subject to paragraph 9.2(a)the Tenant must not underlet the whole or any part of the Property:

### 9.3 *Sharing Occupation*

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The Tenant may not share occupation of the Property.

#### 9.4 **Charging**

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

#### 9.5 **Dealings**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

#### 9.6 **Details of Occupiers**

If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

### 10. **Repair and decoration**

10.1 To keep the Property clean and in good repair and condition throughout the term SAVE THAT the Tenant's liability for repairs shall exclude the parts of the Property which the Landlord shall be liable for as specified in paragraph 2 of Schedule 3 of this lease.

10.2 To ensure that any Service Media within and exclusively serving the Property are kept in good working order.

10.3 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the term.

10.4 As often as is reasonably necessary and at least every three years and in the last year of the term (howsoever determined), to decorate or treat as appropriate all parts of the exterior of the Property that are usually decorated, cleaned, painted or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the term to use materials, designs and colours approved by the Landlord provided that the Tenant will not be required to perform these obligations in the last year of the term if it has done so in the preceding 12 months.

**11. Refuse**

- 11.1 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in suitable receptacles.
- 11.2 To ensure that any rubbish and clinical waste is regularly collected from the Property by the local authority or any other waste collecting organisation.

**12. Sewers and drains**

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

**13. Compliance with laws and notices**

- 13.1 To obtain and observe and comply with the provisions and requirements of all planning and building regulations legislation affecting the Property and its use, and must indemnify the Landlord, and keep it indemnified, both during and following the end of the term, against all losses in respect of any contravention of the any planning requirements or building regulations and provide to the Landlord any application for planning permission and/or building regulations consents within a month of a submission;
- 13.2 To comply with all laws, licensing requirements, byelaws, regulations and best practice guidance (including but not limited to those of the Health & Safety Executive) relating to:
- (a) the Property and the occupation and use of the Property by the Tenant and those authorised by the Tenant;
  - (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
  - (c) any works carried out at the Property;
  - (d) the maintenance and use of all equipment kept, used or made available for use on or from the Property; and
  - (e) all materials kept at or disposed from the Property.

- 13.3 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier including all and any contamination.
- 13.4 To carry out a risk assessment for all activities carried out on and from the Property in respect of the Permitted Use and provide a written copy to the Landlord within 14 days of written demand.
- 13.5 To carry out regular inspections of the Property (including but not limited to the primary electrical installations, boiler and heating systems, water tanks, fire alarms ,detection systems and apparatus and fire fighting equipment, air conditioning systems, dust and fume extraction apparatus, portable appliance equipment and all other equipment used at or from the Property and to carry out regular checks thereof to ensure all health & safety issues, hazards and repairs are identified and keep records of all inspections and provide copies of these to the Landlord within 14 days of written request. The inspections must include the areas the Landlord is responsible for repairing and any concerns identified with the areas the Landlord is responsible for to be reported to the Landlord immediately.
- 13.6 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) 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.
- 13.7 To comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 13.8 To 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.
- 13.9 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 13.10 To give the Landlord full particulars of any notice order or proposal affecting the Property as soon as the Tenant is aware of it.

**14. Energy Performance Certificates**

14.1 The Tenant shall:

- (a) 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
- (b) 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.

14.2 The Tenant shall not commission an Energy Performance Certificate for the Property without first giving two weeks' notice to the Landlord.

**15. Encroachments, obstructions and acquisition of rights**

15.1 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall at the Tenant's cost:

- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
- (b) do such acts and things (including legal proceedings) as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action SAVE that any legal proceedings to be taken shall be at the Landlord's cost.

15.2 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

15.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

15.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and

- (b) do such acts and things at the tenant's expense that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

## 16. Notify defects

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

## 17. Third Party Rights

17.1 To comply with and not to breach any obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

17.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

## 18. Remedy breaches

18.1 If the Landlord has given the Tenant notice under clause 3.1 of this Lease, of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

18.2 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to clause 4.2(c) (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

## 19. Indemnity

19.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), 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:

- (a) any breach of any of the Tenant covenants of this lease; or



- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

## **20. Returning the Property to the Landlord**

- 20.1 At the end of the term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.
- 20.2 At the end of the Term, the Tenant shall, if so requested by the Landlord, remove any tenant's fixtures from the Property and remove any alterations it has made to the Property and any signs erected by the Tenant and make good any damage caused to the Property by that removal.
- 20.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any belongings or items which have been left by the Tenant on the Property for more than ten working days after the end of the Term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal and shall be entitled to take such sums from any proceeds of sale to cover the Landlord's reasonable costs in storing and disposing of any items. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal

## **21. Use**

- 21.1 Not to use the Property for any purpose other than for the Permitted Use.
- 21.2 Not to hold any political meeting or sale by auction at the Property.
- 21.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.
- 21.4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.
- 21.5 Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.
- 21.6 Not to carry out any commercial activity other than those permitted by this lease.

21.7 Not to store articles of a dangerous nature other than connected to the Permitted Use. Any articles of a dangerous nature must be stored in accordance with manufacturers, supplier's, Insurer's, Fire Service or Landlord's recommendations and all necessary precautions must be taken against fire, pollution and contamination.

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## Schedule 3

## Landlord's Covenants

**1. Quiet enjoyment**

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**2. Repairs**

The Landlord shall maintain the external structural parts of the container units or other structures and the exterior doors and windows and their frames and fittings but not the glass

**3. Insurance****3.1. Landlord's obligation to insure**

3.1.1. Subject to paragraph 3.1.2 and paragraph 3.1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.

3.1.2. The Landlord shall not be obliged to insure:

3.1.2.1. the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items.

3.1.2.2. any alterations to the Property carried out after the date hereof that form part of the Property unless:

- a) those alterations are permitted or required under this lease; and
- b) 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
- c) 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

3.1.2.3. the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.

3.1.3. The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

### 3.2. Landlord's obligation to reinstate following damage or destruction by an Insured Risk

- 3.2.1. Subject to paragraph 3.2.2 and 3.3 of this Schedule , following any damage to or destruction of the Property or the Landlord's Property by an Insured Risk, the Landlord must use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property except that the Landlord shall not be obliged to:
- a) reinstate unless all necessary planning and other consents are obtained;
  - b) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
  - c) reinstate after a notice to terminate has been served pursuant to this Schedule 3.
- 3.2.2. The Landlord shall not be obliged to rebuild or reinstate the Property if the insurance policy or policies effected by the Landlord has or have been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person and the Landlord or the Tenant may terminate this lease by giving notice to the other within six months from and including the date on which the Building Damage occurred.
- 3.2.3. In the event that the insurance policy or policies effected by the Landlord has or have been vitiated in whole or in part as a result of any act or omission of the Tenant or any Authorised Person, the Tenant shall reimburse the Landlord on demand all cost incurred in repairing any damage to the Landlord's Property (and any reinstatement of the Property) and the costs of any demolition and site clearance.

### 3.3. Termination if reinstatement impossible or impractical following Building Damage by an Insured Risk

Following Building Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Building Damage, the Landlord may terminate this lease by giving notice to the Tenant within six months from and including the date on which that Building Damage occurred.

### 3.4. Building Damage by an Uninsured Risk

- 3.4.1. If due to Building Damage by an Uninsured Risk, then, within one month from and including the date on which that Building Damage occurred, the Landlord must either:
- a) terminate this lease by giving notice to the Tenant; or
  - b) notify the Tenant that it intends to reinstate the relevant parts of the Property at its own cost.

- 3.4.2. If the Landlord notifies the Tenant under paragraph 3.4.1 that it intends to reinstate the Property, then the Landlord must use:
- a) reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the relevant parts of the Landlord's Property; and
  - b) its own monies to reinstate the Property but the Landlord shall not be obliged to:
    - (i) reinstate unless all necessary planning and other consents are obtained;
    - (ii) provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided; or
    - (iii) reinstate after a notice to terminate has been served pursuant to this clause 3.4.1(a).

3.5. If paragraph 5.1 applies but the Landlord has not served a notice under either paragraph 3.4.1 a) or 3.4.1 b) by the date which is 3 months from and including the date on which the relevant Building Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use and accessible

#### 4. Consequences of termination

4.1. If either party gives a notice to terminate this lease in accordance with this Schedule 3:

- 4.1.1. this lease shall terminate with immediate effect from the date of the notice;
- 4.1.2. none of the parties shall have any further rights or obligations under this agreement except for the obligation of the Tenant to reimburse the Landlord pursuant to paragraph 3.2.3 of this Schedule and except for the rights of any party in respect of any earlier breach of this lease; and
- 4.1.3. any proceeds of the insurance for the Landlord's Property shall belong to the Landlord.

EXECUTED as a deed by  
 THE CORNWALL COUNCIL  
 Whose common seal was  
 Affixed hereto in the presence of:

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Authorised officer: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Executed as deed by  
LISKEARD TOWN COUNCIL  
acting by

Authorised officer

.....

Name

Position