



DATED _____ **2012**

LEASE

relating to

BALDOCK TOWN HALL, BROADWAY

between

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

BALDOCK TOWN HALL LIMITED

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PRESCRIBED CLAUSES

LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

LR2.2 Other title numbers

LR3. Parties to this lease

Landlord

NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth, Hertfordshire, SG6 3JF.

Tenant

Baldock Town Hall Limited Registered address 11 High Street, Baldock, Hertfordshire, SG7 6AZ

Other parties

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 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.

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

None.

LR13. Application for standard form of restriction

None.

THIS LEASE is dated

2012

PARTIES

- (1) NORTH HERTFORDSHIRE DISTRICT COUNCIL of Council Offices, Gernon Road, Letchworth, Hertfordshire SG6 3JF (**Landlord**).
- (2) BALDOCK TOWN HALL LIMITED registered at companies house with number 07649300 whose registered address is situated at 11 High Street, Baldock, Hertfordshire, SG7 6AZ (**Tenant**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor; or
- (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; or
- (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; or
- (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; or
- (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; or

- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- (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; or
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Accounting Date: The date on which the Tenant is obliged to provide its accounts to Companies House

Ancillary Use: Ancillary uses of the Property that together total no more than 25 % of the total gross internal floor area that are limited to places of worship, church halls, snack bars, sandwich bars, cafés, wine bars, internet cafes and offices (other than offices required for any use that falls within the absolute restrictions set out in the Permitted Use).

Annual Rent: rent at a rate of a peppercorn per annum until the completion of the Phase 1 works or the first Review Date which ever is the earlier and then as revised pursuant to this lease and (following the expiry of the Contractual Term) any interim rent determined under the LTA 1954.

Community Group: a community based not for profit charitable organisation

Contractual Term: a term of ninety nine years beginning on 1st March 2013, and ending on, and including 29th February 2112.

CDM Regulations: the Construction (Design and Management) Regulations 2007.

Default Interest Rate: four percentage points above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 25 of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007

Energy Performance Certificate: a certificate which complies with *regulation 11(1)* of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 or *regulation 29* of the Building Regulations 2010.

Excellent Standard: Such condition that shall satisfy the Council's Surveyor and that shall also fulfil the criteria set out in the document attached to this lease as Schedule 1. The Council's Surveyor shall indicate their satisfaction to the Tenant in writing.

Group Company: any company that is a member of this same group (within the meaning given in section 42 of the LTA 1954).

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) loss of Annual Rent of the Property for three years, and
- (c) any insurance premium tax payable on the above.

Insured Risks: means loss or damage by fire, explosion, lightning, earthquake, landslide, subsidence, theft, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, terrorism; and any other risks against which the Landlord (acting reasonably) decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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

Landlord's Neighbouring Property:

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: any of the following uses. Use as a public hall, crèche, day nursery, theatre, museum, library, art gallery, exhibition hall, non residential education and training centre, cinema, music and concert hall, dance hall, sports hall, gymnasium, and bingo hall. In conjunction with permitted Ancillary Use of the Property

The Permitted Use shall include absolute restriction on the following uses of the Property. Use as or for shops, retail warehouses, hairdressers, undertakers, travel and ticket agencies, post offices, dry cleaners, showrooms, domestic hire shops, funeral directors, restaurants, public houses, research and development, studios, laboratories, high technology, light industry, general industry, special industry, storage or distribution, wholesale warehouse, distribution centre, hotels, boarding and guest houses, residential schools and colleges, hospitals and convalescent/ nursing homes, communal housing, residential dwellings, small businesses at home, hostel, clinics, health centres, night-clubs, casinos, council offices, banks, building societies, estate and employment agencies, professional and financial services, and betting offices

Phase 1: To refurbish the ground and first floor of the Property and to return them to a Usable condition in accordance with the document attached to this lease as Schedule 1.

Phase 2: To restore those parts of the remainder of Property, that have not been refurbished in accordance with Phase 1 so that the entirety of the Property has been refurbished to a Usable Standard. Such works to include

but not be limited to the basement and incorporating the museum. These works shall be carried out in accordance with the document attached to this lease as Schedule 1.

Phase 3: To equip the entirety of the Property with access for all and refurbish all facilities to an Excellent Standard.

Phase 1 Trigger Event: The completion of the Phase 1 works

Phase 2 Trigger Event: The completion of the Phase 2 works

Phase 3 Trigger Event: The completion of the Phase 3 works or the 1st March 2033 whichever is the earlier

Property: the land and building known as Baldock Town Hall as shown outlined red on the attached land registry plan HD451900.

Recommendation Report: the recommendation report required by *regulation 10* of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007, including a report issued by an Energy Assessor for the purposes of *regulation 29(5)* of the Building Regulations 2010 or *regulation 20(1)* of the *Building (Approved Inspectors etc.) Regulations 2010 (SI 2010/2215)*.

Rent Commencement Date: 1st March 2013

Rent Payment Dates: 1 January, 1 April, 1 July and 1 October.

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

Review Dates: Every fifth anniversary of the 1st March 2013.

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

Trigger Event: the occurrence of one of the following-

- The Tenant assigning this Lease to an organisation that is not a Community Group
- The Tenant ceasing to operate in a manner consistent with operation as a Community Group
- The Tenant underletting more than 50% of the Property to any number of undertenants in any number of underleases
- The Phase 1 Trigger Event
- The Phase 2 Trigger Event
- The Phase 3 Trigger Event

Usable Condition: Such condition that shall satisfy the Council's Surveyor and that fulfils the criteria set out in the document attached to this lease as Schedule 1. The Council's Surveyor shall indicate their satisfaction to the Tenant in writing.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined by the Landlord acting reasonably.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.

- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 37.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 37.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or knowingly suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person under the Tenant's control.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** do not include faxes or email.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.

2. GRANT

2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4

2.3 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT due in respect of it (if applicable) from the Rent Commencement Date;
- (b) the Insurance Rent; and
- (c) all interest payable under this lease; and
- (d) all other sums reserved as rent under this lease.

3. RIGHTS EXCEPTED AND RESERVED

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

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to 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 Contractual Term;
- (c) subject to preservation of the Rights, at any time during the term, the full and free right to develop the Landlord's Neighbouring Property as the Landlord may think fit;
- (d) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and

- (e) the right to re-route in accordance with clause 3.7 any Service Media serving the Property or re-route any means of access to or egress from the Property provided that the property continues to benefit from no less commodious or convenient means of access; and
- (f) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use.

3.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other reasonable purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Property.

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

3.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice to the Tenant.

4. THE ANNUAL RENT

4.1 The Tenant shall pay the Annual Rent and any VAT due in respect of it (if applicable) by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or direct transfer if the Landlord reasonably requires at any time by giving notice to the Tenant.

4.2 The first instalment of the Annual Rent and any VAT due in respect of it (if applicable) shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period from the Rent Commencement Date until the day before the next Rent Payment Date.

5. REVIEW OF THE ANNUAL RENT

5.1 In this clause the **President** is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf, and the **Surveyor** is the independent valuer appointed pursuant to clause 5.8.

5.2 The amount of Annual Rent shall be reviewed on the occurrence of a Trigger Event and each Review Date and subject to clause 5.3 shall equal:

- (a) the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
- (b) the open market rent agreed or determined pursuant to this clause.

5.3 The Annual Rent payable in accordance with clause 5.2 shall be subject to the following

- (a) On the occurrence of the Phase 1 Trigger Event the Annual Rent shall be £500.00 or the figure calculated in accordance with clause 5.2 which ever is the greater
- (b) On the occurrence of the Phase 2 Trigger Event the Annual Rent shall be £1000.00 or the figure calculated in accordance with clause 5.2 which ever is the greater
- (c) On the occurrence of the Phase 3 Trigger Event the Annual Rent shall be £2500.00 or the figure calculated in accordance with clause 5.2 which ever is the greater

5.4 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

5.5 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 5.6; and
- (d) disregarding the matters listed in clause 5.7.

5.6 The assumptions are:

- (a) the Property is available to let in the open market:
 - (i) by a willing lessor to a willing lessee;
 - (ii) as a whole;
 - (iii) with vacant possession;
 - (iv) without a fine or a premium;
 - (v) for a term equal to the unexpired residue of the Contractual Term at the relevant Review Date; and
 - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent, and other than the provision in this lease for a rent-free period;
- (b) the willing lessee 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;
- (c) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease and for which the Tenant has any statutory and third party licences, consents and approvals at the relevant Review Date;

- (d) the Landlord and the Tenant have fully complied with their obligations in this lease;
- (e) 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;
- (f) no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 29; and
- (g) 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.
- (h) Subject to the provisions of clause 12.3, the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property.

5.7 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) 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; and
- (c) any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations to the extent required by this lease.

5.8 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed. Any application to the President may not be made earlier than three months before the relevant Review Date.

- 5.9 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. Subject to the terms of this clause 7 having been complied with, the Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 5.10 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 5.11 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 5.8 shall then apply in relation to the appointment of a replacement.
- 5.12 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.
- 5.13 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. On the date the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and the Tenant, the Tenant shall pay:
- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
 - (b) interest at the Interest Rate on that shortfall 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 date payment is received by the Landlord.

- 5.14 Time shall not be of the essence for the purposes of this clause.
- 5.15 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.
- 5.16 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 and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

6. INSURANCE

- 6.1 Subject to clause 6.2, the Landlord shall keep the Property insured against loss or damage by the Insured Risks for the sum which the Landlord reasonably considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 6.2 The Landlord's obligation to insure is subject to:
 - (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers (subject to clause 8.3 in relation to such matters); and
 - (b) insurance being available in the London insurance market on reasonable terms.
- 6.3 The Landlord will use all reasonable endeavours to ensure that any excess sums that the Landlord's insurers are not liable to pay out and any conditions, exclusions or limitations imposed by the Landlord's insurers under any policy of insurance fall within normal commercial practice in the United Kingdom insurance market for properties similar to the Property and in the same area as the Property and the Landlord shall keep the Tenant informed of any material changes in the policy terms.
- 6.4 The Tenant shall pay to the Landlord within 14 days after receipt of written demand:

- (a) the Insurance Rent;
- (b) any reasonable amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes but not more than once every three years.

If the Landlord insures the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

6.5 The Tenant shall:

- (a) give the Landlord notice as soon as reasonably practicable upon becoming aware of any matter occurring that the Tenant might reasonably expect any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or knowingly omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld subject in each case to the Tenant having been provided with details of the terms, 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;
- (c) comply at all times with the requirements and reasonable recommendations of the insurers relating to the Property;
- (d) give the Landlord notice as soon as reasonably practicable of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
- (e) not effect any insurance of the Property (except any plate glass) at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property (other than in respect of plate

glass) pay those proceeds or cause them to be paid to the Landlord;
and

- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or default of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

6.6 The Landlord shall, subject to obtaining all necessary planning and other consents (which the Landlord shall use all reasonable endeavours to obtain as soon as reasonably practicable), use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:

- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
- (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
- (c) repair or rebuild the Property after a notice has been served pursuant to clause 6.9.

6.7 If, following damage or destruction of the Property by any of the Insured Risks, the whole or substantially the whole of the Property is unfit for occupation and use or is inaccessible, either the Landlord or the Tenant may end this lease by serving written notice on the other if they have not been made fit for occupation and use and accessible within three years of the date of the damage or destruction.

6.8 If the Property is damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Property has been vitiated in whole or in part in consequence of any act or default of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use.

- 6.9 If, following damage to or destruction of the Property, the Landlord considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but any termination under this clause 7.9 or clause 7.7 shall be without prejudice to any right or remedy of the Landlord or the Tenant in respect of any breach of the other party's covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 6.10 If the Tenant makes any alterations, additions or improvements to the Property with the consent, where required, of the Landlord, the Landlord is to insure them as soon as reasonably practicable after receiving written notice of their reinstatement value from the Tenant.
- 6.11 The Landlord is to:
- 7.11.1 procure that the Tenant's interest in the Premises is noted on the Landlord's insurance as dual or composite insured whether by way of general endorsement or otherwise; and
 - 7.11.2 take all reasonable steps to procure that the insurers waive any rights of subrogation against the Tenant.
- 7.12 The Landlord will use all reasonable endeavours to procure that the insurers include a term in the insurance policy that the policy cannot be made void or voidable by any act or omission of the Tenant, any permitted undertenants or occupiers of the Premises or its or their employees or visitors or by any alterations made to the Premises.
- 7.13 On reasonable written request and upon each renewal, the Landlord is to provide the Tenant with written details of the Landlord's insurance (including policy terms and exclusions) together with evidence of the payment of the most recent premiums in respect of that insurance.
- 7.14 If the Property is wholly or substantially damaged or destroyed by an act of terrorism that is not an Insured Risk or by a risk that was an Insured Risk at the date of this lease but, at the date of the damage to or destruction of the property, insurance is no longer available in respect of that risk through reputable and substantial insurers at normal commercial rates
- 7.14.1 the provisions of clause 7.8 will apply as if the damage to or destruction of the Premises had been by an Insured Risk and

will continue to apply until the Property has been rebuilt and reinstated and is fit for occupation and use;

7.14.2 neither the Landlord nor the Tenant will be under any obligation to repair, decorate, rebuild or reinstate the Property or to contribute towards the costs of doing so except in accordance with the terms of this clause 8.14;

7.14.3 this lease will end on the date one year after the date of the damage to or destruction of the Property unless, during that year, the Landlord serves a notice on the Tenant in which the Landlord elects either to reinstate or rebuild the Property or to end this Lease on an earlier date; and

7.14.4 if the Landlord elects to reinstate or rebuild the Property, it will do so at its own cost and expense and otherwise the provisions of clauses 7.6 and 7.7 will apply as if the damage to or destruction of the Premises had been by an Insured Risk.

7.15 If payment of the rent is suspended pursuant to clauses 7.8 or 7.14.1 the Landlord is to repay to the Tenant within ten working days after the date on which the rent is suspended all Annual Rent paid in advance by the Tenant in respect of the period from and including the date on which the rent is suspended.

7. RATES AND TAXES

7.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:

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

7.2 If any rates, taxes or other impositions are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

8. UTILITIES

- 8.1 The Tenant shall 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.
- 8.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 8.3 The Tenant shall comply with all laws and with any reasonable recommendations of the relevant suppliers relating to the use of those services and utilities.

9. COMMON ITEMS

- 9.1 The Tenant shall pay the Landlord within 14 days after receipt of written 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.
- 9.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

10. VAT

- 10.1 Subject to clause 10.3, all sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes subject in each case to the Tenant having been provided with a valid VAT invoice addressed to the Tenant.
- 10.2 Subject to clause 10.3, every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains or is able to obtain credit for or to set off such VAT under the Value Added Tax Act 1994.
- 10.3 The Landlord (for the purposes of this clause 10.3 meaning North Hertfordshire District Council and not extending to its successors in title) confirms that it has not made and that it shall not make any election to opt to

tax or waive exemption from VAT in respect of the Property as long as the Tenant is a Community Group. If the Landlord does so, any rents or other sums payable by the Tenant to the Landlord under this Lease will be deemed to be inclusive of the amount of VAT payable on those rents or other sums.

11. DEFAULT INTEREST AND INTEREST

- 11.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether (in the case of the Annual Rent only) it has been formally demanded or not, the Tenant shall pay the Landlord interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the day before the date of payment.
- 11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12. COSTS

- 12.1 The Tenant shall pay the reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) 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) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease during or within two months after the end of the term; or

- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to such reasonable costs and expenses assessed on a full indemnity basis.

13. 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.

14. NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction, counterclaim or set-off.

15. REGISTRATION OF THIS LEASE

Promptly following the grant of this lease, the Tenant shall apply to register this lease at the Land Registry. The Tenant shall ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly and the Landlord shall provide reasonable assistance to the Tenant as the Tenant reasonably requires in connection with any such requisitions. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent shall not be granted unless the prospective assignment is to another Community Group. For the avoidance of doubt assignment to any Group Company related to the Tenant shall be a relevant assignment within the meaning of this clause.

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

16.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to a condition that the assignor enters into an authorised guarantee agreement which:

- (a) Is in respect of all the tenant covenants of this lease;
- (b) 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 Landlord and Tenant (Covenants) Act 1995;
- (c) Imposes principal debtor liability on the assignor;
- (d) requires (in the event of a disclaimer of liability under this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
- (e) Is otherwise in a form reasonably required by the Landlord.

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

- (a) the Annual Rent or any other money due under this lease is outstanding or there has been a material breach of covenant by the Tenant that has not been remedied;
- (b) the proposed use of the Property by the assignee is not in accordance with the Permitted Use; or
- (c) 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 the lease.

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

17. UNDERLETTINGS

- 17.1 The Tenant shall not underlet the whole or any part of the Property in any circumstances.
- 17.2 The Tenant shall not underlet any part of the Property without the consent of the Landlord such consent shall only be granted for an underlease of part of the Property that is for a fixed term of less than 1 year. Any underlease must exclude sections 24-28 of the Landlord and Tenant Act 1954

18. SHARING OCCUPATION

- 18.1 The Tenant may share occupation of the Property with any Group Company of the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.
- 18.2 The Tenant may share occupation of the Property with any affiliate of the Tenant such affiliate being in occupation of the Property to support the Tenant's use of the Property in connection with the Tenant's occupation of the Property for the Permitted Use.

19. CHARGING

The Tenant shall not charge or part or the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

20. PROHIBITION OF OTHER DEALINGS

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

21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

- 21.1 In this clause a **Transaction** is:
- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or

- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month after notification of the completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction; and
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £30 (plus VAT).
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report which may have been issued as a result of the Transaction.

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

22. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

23. REPAIRS

- 23.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.
- 23.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or default of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
 - (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, in accordance with clause 8.2.

24. DECORATION

- 24.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.
- 24.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.
- 24.3 All decoration carried out in the last three months of the term shall also be carried out to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord if different from the existing materials, design and colours (such approval not to be unreasonably withheld or delayed).

25. ALTERATIONS

- 25.1 The Tenant shall not make any internal or external, structural alterations to the Property without the Landlord's prior written consent (which is subject to the Tenant obtaining any listed building consents required for any such alterations) such consent not to be unreasonably withheld.
- 25.2 The Tenant shall not carry out any alterations to the Property which would, or may reasonably be expected to, have an adverse effect on the statutory

obligations on the Landlord in respect of the asset rating in any Energy Performance Certificate commissioned in respect of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

- 25.3 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

26. SIGNS

- 26.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

- 26.2 The Tenant shall not attach any Signs to the exterior of the Property or display any inside the Property so as to be seen from the outside without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

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

- 26.4 The Tenant shall allow the Landlord to fix to and keep at the Property a sale or (during the last 6 months of the term and provided that the Tenant shall not be seeking to exercise any rights to renew this lease) re-letting board as the Landlord reasonably requires PROVIDED THAT the location of such sale or (if applicable) re-letting board shall be in a position that does not adversely affect the Tenant's use and enjoyment of the Property and the size of such sale or (if applicable) re-letting board shall be agreed between the Landlord and Tenant (both parties acting reasonably).

- 26.5 The Tenant shall be responsible for any planning consents or listed building consents that shall be required for the placement of any signage permitted by this clause

27. RETURNING THE PROPERTY TO THE LANDLORD

- 27.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

- 27.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

27.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim properly made by a third party in relation to that storage or disposal.

28. USE

28.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

28.2 The Tenant shall make available to the Council free of charge and as and when required by the Council such accommodation in the premises hereby demised as may from time to time be required by the council for use as Polling Stations for the conduct of Local and Parliamentary Elections

28.3 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause damage or actionable nuisance to the Landlord, its other tenants or any other owner or occupier of neighbouring property provided always that use of the Property for the Permitted Use shall not be a breach of this clause 30.

28.4 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

29. COMPLIANCE WITH LAWS

29.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

- 29.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 29.3 Within five working days after receipt of any notice or other communication affecting the Property 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 reasonably require.
- 29.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 29.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. 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.
- 29.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 29.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 29.8 The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

30.1 The Tenant shall not grant any right or licence over the Property to a third party.

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

- (a) as soon as reasonably practicable give notice to the Landlord; and
- (b) take such reasonable steps that the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

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

30.4 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.

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

- (a) as soon as reasonably practicable notify the Landlord; and
- (b) take such reasonable steps that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

31. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

31.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.

31.2 If the Tenant has not begun any works needed to remedy that breach within 60 calender days following that notice (or if works are required as a matter of emergency, then as soon as reasonably practicable) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

31.3 The reasonable costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 34.

32. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or negligent omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

33. LANDLORD'S COVENANTS

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

33.2 The Landlord covenants with the Tenant that in the instance where any person shall exercise the rights on its behalf or observe or perform obligations in this lease on its behalf that such persons shall comply with every provision in this lease which applies to them.

35.3 The Landlord covenants with the Tenant that where, pursuant to the provisions of this Lease, the Landlord is not unreasonable to withhold or delay any licence, acknowledgement, consent, permission, authority or other relevant form of approval, that Landlord shall:

- (a) give its decision in writing within a reasonable time;
- (b) not unreasonably withhold or delay such licence, acknowledgement, consent, permission, authority or other relevant form of approval; and
- (c) provide written reasons as to any refusal of the same or the imposition of any condition within a reasonable time.

35.4 The Landlord covenants with the Tenant that, notwithstanding any other provisions in this lease, the Landlord shall procure that any entry into or upon the Property by the Landlord or any person acting on its behalf shall only be effected subject to the following terms and conditions:

- (a) such entry shall only be effected where the works or other matters or things to be done cannot reasonably be done without such entry;
- (b) such entry shall be effected at reasonable times in a reasonable manner causing as little damage as reasonably possible to the Property or disturbance or inconvenience to the Tenant or any other lawful occupier or its or their businesses;
- (c) reasonable prior written notice shall be given except in case of emergency when as much notice as possible shall be given; and
- (d) the Landlord shall make good without delay to the reasonable satisfaction of the Tenant any damage caused to the Property and any fixtures fittings equipment plant and machinery of the Tenant or any other lawful occupier as a result of such entry.

34. RE-ENTRY AND FORFEITURE

34.1 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) any rent is unpaid 21 days after becoming payable whether (in the case of the Annual Rent) it has been formally demanded or not;
- (b) any breach of any condition of, or tenant covenant, in this lease;
- (c) an Act of Insolvency.

34.2 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 or the Tenant in respect of any breach of covenant by the other party or any guarantor.

35. LIABILITY

35.1 At any time when the Landlord, the Tenant or a guarantor is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Landlord

may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.

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

35.3 In any case where the facts are or should reasonably be known to the Tenant, the Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless and until the Tenant has given the Landlord notice of the facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

36. ENTIRE AGREEMENT

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

36.2 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.

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

37. NOTICES, CONSENTS AND APPROVALS

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

(a) in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

(b) given:

(i) by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or

(ii) by fax to the party's main fax number

37.2 If a notice is given in accordance with clause 37.1, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

37.3 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.

37.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease to the extent not inconsistent with the express terms of this clause 39.

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

- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

37.6 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

37.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required

from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

38. GOVERNING LAW AND JURISDICTION

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

38.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

39. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

40. LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

41. CHARITIES ACT 2011

The land demised will, as a result of this lease, be held by the Baldock Town Hall Limited an exempt charity.

The Tenant agrees to provide a copy of its annual accounts to the Landlord on every anniversary of its Accounting Date

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

Phase1, Phase 2 and Phase 3 works

Executed as a deed by applying
the Common Seal of NORTH
HERTFORDSHIRE DISTRICT
COUNCIL in the presence of:

.....
Authorised Signatory

Executed as a deed by affixing the
Common Seal BALDOCK TOWN
HALL GROUP in the presence of:

.....
Authorised Signatory

.....
Name

.....
Authorised Signatory

.....
Name