

DATED

2012

O&H PROPERTIES LIMITED

(1)

and

HAMPTON PARISH COUNCIL

(2)

LEASE

**relating to Allotment land at HG12
Hampton Hargate, Peterborough**

MILLS & REEVE

LR1 Date of lease	2012
LR2 Title number(s)	LR2.1 Landlord's title number (s) [] LR2.2 Other title numbers []
LR3 Parties to this lease	Landlord O&H PROPERTIES LIMITED whose registered office is at 25-28 Old Burlington Street, London, W1S 3AN Tenant HAMPTON PARISH COUNCIL of []
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. The property more particularly delineated and shown edged red on the plan attached to this lease and known as HG12 Hampton Hargate Peterborough

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: Leasehold Reform Act 1967 Housing Act 1985 Housing Act 1988 Housing Act 1996
LR6 Term for which the Property is leased	A term of 125 years from and including [] 2012 until [] 2137
LR7 Premium	[]
LR8 Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions.

LR9 Rights of acquisitions 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 [] LR9.2 Tenant's covenant to (or offer to) surrender this lease [] LR9.3 Landlord's contractual rights to acquire this lease []
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property.	[]
LR11 Easements	LR11.1 Easements granted by this lease for the benefit of the Property The rights specified at clause 4 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property The rights specified at clause 5
LR12 Estate rentcharge burdening the Property	[]
LR13 Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against the title number []]

LR14 Declaration of trust where there is more than one person comprising the Tenant	None
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1 Definitions

1.1 In this Lease the following definitions apply:

"Authorised Guarantee" means the meaning given to "authorised guarantee agreement" in section 28 of the Landlord and Tenant (Covenants) Act 1995

"Base Rate" means the base rate from time to time of Barclays Bank PLC or, if that is not available, the most closely comparable rate of interest

"Conducting Media" means all conducting media, including (but not limited to) pipes, flues, ducts, wires, cables, drains, sewers, gutters, gullies and channels and their ancillary plant and equipment

"Contractual Term" means one hundred and twenty five years from and including [] 2012 until [] 2137

"Environmental Damage" means any damage to human health or the environment arising from the Property which would constitute a breach of any law enactment statute regulation or any other legal obligation or give rise to a civil claim for damages or give rise to a reduction in value of the Landlord's interest in the Property

"Fair Proportion" means the fair proportion reasonably determined from time to time by the Landlord's Surveyor

"Group Company" means a company which is a member of the same group as the Landlord or the Tenant (as the case may be). For the purpose of this definition:

- (a) a company is a "subsidiary" of another company if that other company:
 - (i) holds a majority of the voting rights in it, or
 - (ii) is a member of it and has the right to appoint or remove a majority of its board of directors, or

- (iii) is a member of it and controls alone, under an agreement with other shareholders or members, a majority of the voting rights in it
- (b) two companies shall be taken to be members of the same group if, and only if.
 - (i) one is a subsidiary of the other, or
 - (ii) both are subsidiaries of a third, or
 - (iii) one is a subsidiary of a company which itself is a subsidiary of the other

"Hazardous Material" means any substance which alone or in combination with other substances is known or reasonably believed to be harmful to human health or the environment and because of that is subject to statutory controls on production use storage or disposal

"Landlord" means the Landlord or any other person who, at the relevant time, is entitled to the immediate reversion on this Lease

"Landlord's Surveyor" means the person from time to time appointed by the Landlord to act as its surveyor for any purpose under this Lease, who shall be a professionally qualified surveyor, and may be an employee of the Landlord

"this Lease" means this lease, as varied and supplemented by any document

"Original Landlord" means O&H Properties Limited

"Original Tenant" means the Hampton Parish Council

"Permitted Use" means use as an allotment only together with car parking facilities and all proper purposes ancillary to such use but not for any trade or business

"Plan" means the drawing numbered [] a copy of which is annexed hereto

"Planning Acts" means the Local Government Planning and Land Act 1980, the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and any later similar legislation

"Planning Control" has the meaning given to it by the Town and Country Planning Act 1990

"President of the RICS" means the President for the time being of The Royal Institution of Chartered Surveyors, or the person for the time being authorised to act on his behalf

"Property" means land at HG12 Hampton Hargate Peterborough comprising an allotment garden and car parking facilities shown edged red on the Plan including:

- (a) Conducting Media within the Property which do not belong to suppliers,
- (b) Conducting Media outside the Property which exclusively serve the Property and do not belong to suppliers,
- (c) landlord's fixtures in or forming part of the Property, (including any toilets and sanitary ware),
- (d) any additions to the Property, and
- (e) any grounds and approaches within the curtilage of the Property,

but excluding

- (f) tenant's fixtures

"Rent" means a peppercorn, if demanded

"Signs and Notices" means signs, notices, placards, posters, stickers, advertisements, flags, logos, lettering and numerals

"Tenancy" means the contractual tenancy created by this Lease and any further tenancy of the Property during any period of holding over or extension or continuation of the contractual tenancy by statute or under common law

"Tenant" means the Original Tenant and its successors in title as tenant under this Lease

"Tenant Covenant" means a "tenant covenant" (as defined by section 28 of the Landlord and Tenant (Covenants) Act 1995) which relates to the tenancy created by this Lease

"VAT" means value added tax and any similar tax.

2 Interpretation

This clause contains directions for interpretation, which apply unless a contrary intention is clear from the wording elsewhere in this Lease.

2.1 Rights of the Landlord

References to the rights of the Landlord are deemed to include the same rights for any superior landlord, and anyone authorised by the Landlord or a superior landlord.

2.2 Act or default of the Tenant

References to the act or default or fault of the Tenant, and words to similar effect shall include any act, default or fault of anyone at the Property with the Tenant's authority and under the Tenant's control.

2.3 Approvals of any superior landlord and mortgagee

Any provision in this Lease requiring the consent or approval of the Landlord is to be construed as also requiring any necessary consent or approval of:

2.3.1 any superior landlord, and

2.3.2 any mortgagee of the Landlord's or any superior landlord's interest in the Property,

where such consent or approval shall be required.

2.4 Consent of the Landlord, approval, etc.

References to consent of the Landlord, and words to similar effect, mean a prior consent in writing signed by or for the Landlord. References to approved and authorised and words to similar effect, mean previously approved or authorised in writing.

2.5 English law

This Lease shall be governed by and interpreted in accordance with English law.

2.6 Gender and number

Words of one gender include all other genders. Singular words include the plural and vice versa.

2.7 General and particular words

General words are not limited because they are preceded or followed by particular words in the same category or covering the same topic.

2.8 Headings

Any footnotes, headings, index, marginal notes, table of contents and underlinings are for guidance only, not interpretation.

2.9 Joint and separate obligations

If an obligation is owed to or by more than one person, that obligation is owed to or by those persons separately, jointly or in any combination.

2.10 Landlord's liability

If the Original Landlord ceases to be the Landlord its liability under this Lease ends except in respect of the period before it ceases to be the Landlord.

2.11 Last year and end of the Tenancy

References to the last year of the Tenancy, or other period related to the end of the Tenancy, and words to similar effect include the last year of the Tenancy or such other period (as the case may be), even if it ends before the end of the Contractual Term. References to the end of the Tenancy and words to similar effect are to be similarly interpreted.

2.12 Person and party

2.12.1 Any reference to a person includes a company, corporation or other legal entity.

2.12.2 Any reference to "parties" or "party" means the Landlord and the Tenant or either of them but, in the absence of a specific reference to the contrary, does not include any guarantor.

2.13 Rights and obligations

2.13.1 The Tenant or any undertenant or occupier of the Property shall not after the date of this Lease and during the Tenancy acquire any implied or prescriptive right or easement from or over or affecting any neighbouring premises in which the Landlord from time to time has a freehold or leasehold interest.

2.13.2 Rights granted are not exclusive to the Tenant.

2.13.3 Rights and obligations are cumulative.

2.14 Statute

Any reference to a specific statute includes:

2.14.1 any statutory extension, variation or re-enactment of the statute whether before or after the date of this Lease,

2.14.2 derivative orders, regulations and permissions, and

2.14.3 directives and regulations adopted by the European Union relating to VAT.

Any general reference to "statute" or "statutes" includes those enacted after the date of this Lease and includes all derivative orders, regulations and permissions.

2.15 Tenant not to allow act

2.15.1 An obligation by the Tenant not to do an act includes an obligation not to allow that act to be done by another person.

3 Letting

3.1 The Landlord lets the Property to the Tenant for the Contractual Term, the Tenant paying during the Tenancy the Rent upon demand.

3.2 The letting includes the rights (if any) granted by clause 4 but is subject to the exceptions and reservations set out in clause 5.

4 Tenant's Rights

The Landlord grants to the Tenant the following rights:

4.1 Right to connect to Conducting Media

For so long as any Conducting Media serving the Property is not adopted the right to the free and uninterrupted running of foul and surface water gas electricity water and other services to and from the Property through the appropriate Conducting Media now or in the future on or under the Landlord's adjoining or neighbouring land serving or capable of serving the Property.

4.2 To Enter

The right to enter on to so much of the Landlord's adjoining or neighbouring land with or without workmen equipment vehicles machinery and apparatus to connect to such of the Conducting Media as are now or are in the future on and capable of serving the Property and to construct maintain cleanse repair and renew all such connections

PROVIDED FIRST THAT in carrying out works on the Landlord's adjoining or neighbouring land pursuant to the foregoing provisions of this clause the persons exercising such rights will:

- 4.2.1 except in emergency before commencing such work give not less than 14 days' written notice of their intention to carry out such work to the Landlord and
- 4.2.2 obtain the prior written approval of the Landlord to the routes of any connections or new Conducting Media hereinbefore referred to (such approval not to be unreasonably withheld or delayed) and
- 4.2.3 not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Landlord's adjoining or neighbouring land or any part of it or the use of Conducting Media benefiting the same and
- 4.2.4 carry out all works in a good and workmanlike manner in accordance with the approval previously granted by the Landlord and the requirements of all relevant authorities and
- 4.2.5 cause as little damage to the Landlord's adjoining or neighbouring land as reasonably practicable in the exercise of such rights and

- 4.2.6 make good forthwith any damage caused to the Landlord's adjoining or neighbouring land and indemnify the Landlord in respect of any liability or loss which might arise as a result of any breach

AND PROVIDED SECONDLY THAT the Landlord shall have the right to divert relay renew replace protect or otherwise vary or alter the position or construction of any existing or future Conducting Media serving the Property provided that the Tenant shall at all times continue to enjoy the use of uninterrupted services.

5 Landlord's Rights

The following rights are excepted and reserved to the Landlord:

5.1 Conducting Media

The right to use, repair, alter, replace, add to and make connections to the Conducting Media forming part of the Property which serve or are capable of serving other premises.

5.2 Light, support, etc.

The right of light, air, support and protection and all other easements and rights now or after the date of this Lease, belonging to or enjoyed by any other premises.

5.3 Entry by Landlord

5.3.1 The right at reasonable times and on reasonable notice, but in case of emergency at any time without notice, to enter the Property with necessary materials and appliances, and:

- (i) view and record the condition of the Property,
- (ii) repair, maintain, alter or clean other premises,
- (iii) inspect Conducting Media,
- (iv) comply with obligations or exercise any rights under this Lease or a superior lease,
- (v) make good any failure by the Tenant to repair or maintain the Property in compliance with clause 6.10.1,

- (vi) remove anything which has been fixed, placed, displayed or left on the Property in breach of clause 6.17,
- (vii) make good any other breach of covenant by the Tenant,
- (viii) show prospective purchasers of the Landlord's reversionary interest over the Property, or
- (ix) do any other reasonable thing connected with the Property.

5.3.2 In exercising these rights the Landlord shall:

- (i) cause as little inconvenience to the Tenant as is reasonably practicable,
- (ii) as soon as reasonably practicable make good any damage to the Property caused by the entry, and
- (iii) indemnify the Tenant against any damage to the tenant's fixtures caused by the entry.

5.4 Landlord's right to carry out works on other premises

5.4.1 The right to alter, add to and carry out works on adjoining or nearby land even though this interferes with any rights, easements or amenities enjoyed by the Property (including rights of access or light and air).

5.4.2 In carrying out any works under this clause 5.4 the Landlord shall:

- (i) cause as little inconvenience as reasonably practicable to the Tenant and, as soon as reasonably practicable, make good any damage caused to the Property, and
- (ii) ensure that after completion of the works the use of the Property for any purpose permitted by this Lease has not been materially adversely affected.

5.5 Variation of implied rights

The right to terminate or vary any implied right, from time to time enjoyed by the Property, provided that such termination or variation does not materially adversely affect the use of the Property for any purpose permitted by this Lease.

6 Tenant's Covenants

The Tenant covenants with the Landlord:

6.1 Rent

To pay the Rent in the manner specified in clause 3.1.

6.2 Outgoings

6.2.1 To pay, and to indemnify the Landlord against, all existing and future rates, taxes, assessments, impositions and outgoings (whether of a capital or revenue nature and even if of a wholly novel character) assessed or imposed on, or in respect of, the Property (including those assessed or imposed on the Landlord and any superior landlord), except any taxes assessed or imposed on the Landlord or a superior landlord (other than VAT) in respect of:

- (i) the Rent,
- (ii) the grant of this Lease, or
- (iii) any dealing or deemed dealing by the Landlord or a superior landlord with its interest in the Property.

6.2.2 If such an assessment or imposition is:

- (i) made on premises which include the Property, and
- (ii) paid by the Landlord,

to pay a Fair Proportion of it to the Landlord within fourteen (14) days after a written demand.

6.2.3 To indemnify the Landlord against any loss of rating relief on the Property after the end of the Tenancy, caused by the Property being left empty during the Tenancy.

6.3 Interest

6.3.1 If required by the Landlord, to pay interest at a yearly rate of four per cent (4%) above Base Rate, on any sum payable under this Lease by the

Tenant to the Landlord (whether or not formally demanded) that is not paid on its due date. To pay this interest from the due date to the date of payment, both before and after any court judgment, calculated on a daily basis and compounded with rests on the usual quarter days.

6.3.2 If, while a breach of any tenant's covenant continues, the Landlord refuses to accept payment of any sum in order not to waive the breach, the Tenant shall be deemed for the purposes of this clause 6.3 to have failed to pay such sum.

6.3.3 This clause 6.3 is not to prejudice any other right or remedy of the Landlord.

6.4 Repair

6.4.1 To repair and maintain the Property including all fences hardcore surfaces and drainage systems and to keep it clean and in good repair.

6.4.2 To repair, maintain and keep clean and, when necessary, renew any Landlord's fixtures in the Property.

6.4.3 In relation to the work referred to in this clause 6.4 to carry out the work with appropriate materials of good quality, in a good and workmanlike manner and to the reasonable satisfaction of the Landlord's Surveyor,

6.5 Cultivation

6.5.1 To ensure that for the Contractual Term the Property is kept properly cultivated with spade husbandry well manured free from weeds and noxious plants and in good heart and condition and so deliver it up at the end of the Contractual Term.

6.5.2 To ensure any hedge forming part of the Property is properly trimmed and cut and all ditches are properly secured and cleansed.

6.6 Maintenance

6.6.1 To keep the Conducting Media which form part of the Property clear and unobstructed. Not to do anything which causes an obstruction or damage to any other Conducting Media serving the Property.

6.6.2 Not to discharge any fluid of a poisonous or noxious nature into the Conducting Media in or serving the Property.

6.7 Animals

No animals may be kept or let loose on the Property except that the Tenant may keep hens and/or rabbits on the Property otherwise than by way of trade or business and subject to the hens and/or rabbits being properly secured in enclosures so as not to cause a nuisance.

6.8 Trees

No fruiting or other trees may be planted except dwarf fruit trees not exceeding 1.8 metres without the written consent of the Landlord or his agent.

6.9 Contribution to repair of shared facilities

To pay, within fourteen (14) days after a written demand, a Fair Proportion of the expense of repairing, maintaining, renewing and cleaning all mutual or party walls, roads, yards, fences, Conducting Media and structures used or enjoyed by the Property in common with other premises.

6.10 Repair on notice

6.10.1 To make good with all practicable speed any failure to repair or maintain the Property for which the Tenant is liable and of which the Landlord has given notice in writing. To start the necessary work within two (2) months after the Landlord's notice, or sooner if necessary, and then diligently to continue and complete the work.

6.10.2 If the Tenant does not comply with clause 6.10.1, to pay, within twenty-one (21) days after a written demand, the reasonable costs incurred by the Landlord in carrying out the necessary work, including reasonable fees and expenses.

6.11 Compliance with statutory requirements, etc.

6.11.1 Subject to clause 6.11.2, to carry out all works and provide and maintain all arrangements in respect of the Property and the use to which the Property is being put that are necessary in order to comply with the requirements of:

- (i) any applicable statute,
- (ii) any government department, local authority or other public or competent authority,
- (iii) any court of competent jurisdiction, and
- (iv) any regulation of the European Communities, which applies in the United Kingdom.

6.11.2 Not to carry out any works which the Landlord elects to carry out by serving written notice on the Tenant.

6.11.3 To pay, within twenty-one (21) days after a written demand, the Landlord's reasonable expenditure (including reasonable fees and expenses) on any works which the Landlord has elected to carry out under this clause 6.11.

6.11.4 To comply with any other obligations imposed by law relating to the Property or its use.

6.11.5 Not to do anything in respect of the Property which imposes on the Landlord a liability under any statute to pay any penalty, damages, compensation or costs.

6.12 Restrictions on dealings

6.12.1 Not to share possession or occupation of, the whole or any part of the Property except in accordance with clause 6.13 or 6.14.

6.12.2 Not to assign, charge or part with possession or occupation of part of the Property except in accordance with clause 6.13.

6.12.3 Not to hold the whole or part of the Property as trustee or agent for any other person.

6.12.4 Not to part with possession or occupation of the whole of the Property, except by a permitted assignment of the Property as a whole.

6.12.5 Subject to the following provisions of this clause 6.12 not without the Landlord's consent (which shall not be unreasonably withheld or delayed) to assign or charge the Property as a whole.

6.12.6 It is agreed for the purposes of sub-section (1A) of Section 19 of the Landlord and Tenant Act 1927 (as inserted by Section 22 of the Landlord and Tenant (Covenants) Act 1995) that the Landlord may (in addition to the Landlord's right to withhold consent on other grounds) withhold consent to an assignment of the Property if one or more of the following circumstances exist:

- (i) in respect of an assignment by the Original Tenant the proposed assignee is not a successor to the Original Tenant as the statutory authority responsible for the provision of community allotments to the local community in discharge of statutory functions and obligations or if the Property is used to provide some other use which the Landlord has approved pursuant to the terms of clause 6.20 the proposed assignee is not a successor to the Original Tenant as the statutory authority responsible for the provision of such other service which is provided from the Property in discharge of the Original Tenant's relevant statutory function or obligation;
- (ii) in respect of an assignment by a Tenant who is not the Original Tenant if the Landlord reasonably determines that an assignment to such assignee would prejudice the Landlord's interest in the Property and/or is contrary to the purposes for and circumstances in which this lease is granted as stated in clause 10.1;
- (iii) the Landlord reasonably determines that there is a material outstanding breach by the Tenant of a Tenant Covenant; and
- (iv) the Landlord reasonably determines that the financial standing of the proposed assignee and any proposed guarantor offered by the proposed assignee is not satisfactory.

6.12.7 It is agreed for the purposes of sub-section (1A) of Section 19 of the Landlord and Tenant Act 1927 (as inserted by Section 22 of the Landlord and Tenant (Covenants) Act 1995) that the Landlord may (in addition to the Landlord's right to impose other conditions) give consent to an assignment of the Property subject to any one or both of the following conditions:

(i) that:

(A) the assignor enters into a guarantee with the Landlord (being an authorised guarantee agreement within Section 16 of the Landlord and Tenant (Covenants) Act 1995) guaranteeing the performance and observance by the assignee of the Tenant Covenants, and

(B) anyone who has guaranteed the obligations of the assignor (except a guarantor under an Authorised Guarantee Agreement or a guarantor who has also guaranteed the obligations of the immediate predecessor in title of the assignor) enters into a guarantee with the Landlord guaranteeing the performance and observance by the assignor of the obligations on the part of the assignor contained in any Authorised Guarantee Agreement entered into by the assignor under the terms of this Lease,

(ii) if reasonably required by the Landlord that (in addition to any guarantee under clause (i)) a guarantor reasonably acceptable to the Landlord enters into a guarantee with the Landlord guaranteeing the performance and observance by the assignee of the Tenant Covenants.

Any guarantee under this clause 6.12.7 shall be in such form as the Landlord reasonably requires

PROVIDED ALWAYS that the provisions of this clause 6.12 shall not prevent the Original Tenant from entering into management agreements in respect of the Property with third party community organisations.

6.13 Underletting

The Tenant may create an underlease of the Property or part of the Property for use as allotment gardens subject to the following provisions:

6.13.1 contain a covenant by the undertenant to observe the provisions of this Lease and (if applicable) a provision that the underlease shall automatically terminate on the next rent day following the death of the

undertenant and shall be in a form approved by the Landlord (such consent not to be unreasonably withheld or delayed);

6.13.2 the underlease must not permit any sharing, possession or occupation of the whole or part or assignment, charging or parting of possession of the whole or part of the underlease except by licence; and

6.13.3 the Tenant must diligently collect any rents due and must not waive any breach of an underlease covenant.

6.14 Licences

The Tenant may grant licences of the Property or part of the Property for use as allotment gardens subject to the following provisions:

6.14.1 the licence must not permit any sharing, possession or occupation of the whole or part or assignment, charging or parting of possession of the whole or part of the licence; and

6.14.2 the Tenant diligently collecting all licence fees due and not waiving any breach of licence.

6.15 Registration of assignments, etc.

6.15.1 Within one month after its date, to produce to the Landlord's solicitors notice of every assignment, underlease, charge or other document evidencing a devolution of the whole or any part of the Property (for the avoidance of doubt this does not include licences or services of allotment gardens granted to individuals). At the same time to provide the Landlord's solicitors with a true copy of the document.

6.15.2 On production of a document under clause 6.15.1 to pay to the Landlord's solicitors a reasonable registration fee of not less than fifty pounds (£50) plus VAT.

6.16 Information

6.16.1 To produce to the Landlord on request all plans, documents and other evidence which the Landlord may reasonably require in order to be satisfied that the Tenant has complied with its obligations under this Lease.

6.16.2 When requested, to supply to the Landlord full details of all occupations of the Property and derivative interests in the Property, however remote.

6.16.3 Forthwith to notify the Landlord in writing of each change in the principal address of the Tenant (including in the case of an individual a change in the usual place of residence and in the case of a Tenant with a registered office a change in the address of the registered office).

6.17 Buildings and structures

6.17.1 Not to construct or allow to be constructed any structure or building upon the Property or to add to or alter any structure or building constructed on the Property without the prior written consent of the Landlord (which shall not be unreasonably withheld) except for:

(i) the erection of sheds and/or greenhouses or polytunnels for storage of all belongings ancillary to the use of the Property as allotment gardens provided that:

(A) not more than one of each structure is erected on each individual allotment; and

(B) any shed or greenhouse does not exceed 1.82 metres x 2.43 metres (6' x 8') in size; and

(ii) the erection of such properly secured enclosures reasonably necessary for the keeping of hens and/or rabbits in accordance with clause 6.7.

6.18 Service installations

6.18.1 To pay to the suppliers, and to indemnify the Landlord against, all charges for electricity, gas, water and other services consumed or used at or for the Property (including meter rents).

6.18.2 To comply with the requirements and regulations of the suppliers of electricity, gas, water and other services relating to the installations in the Property.

6.18.3 Not to overload the electrical installation in the Property.

6.18.4 To maintain the electrical installation and any gas installation in a safe condition.

6.19 Nuisance

Not to do anything on the Property which causes a nuisance, damage or annoyance to the Landlord or others.

6.20 Use

6.20.1 To use the Property only for the Permitted Use or for such other purpose as the Landlord shall approve, which approval shall not be unreasonably withheld or delayed PROVIDED THAT the Landlord shall be entitled to have regard to the purpose for and circumstances in which this Lease is granted as stated at clause 10.1 in considering whether it is reasonable to give consent to the use of the Property for any such other purpose and PROVIDED FURTHER THAT whilst the Lease is vested in the Original Tenant the Tenant can show that the use of the Property for such other purpose is reasonably and properly required by the Tenant in the proper discharge of the Tenant's statutory obligations and functions to provide services to the local community.

6.20.2 Not without the consent of the Landlord to keep produce or use any Hazardous Material on the Premises.

6.20.3 To make any request for consent under paragraph 6.20.2 in writing accompanied by all information required to demonstrate to the reasonable satisfaction of the Landlord that any Hazardous Material is necessary for the use of the Property for the Permitted Use and will:

- (i) comply with all relevant legal obligations; and
- (ii) not cause Environmental Damage.

6.21 Notices

6.21.1 To supply the Landlord with a copy of any notice, order, direction or proposal of any competent authority affecting the Property as soon as possible after it has been received by the Tenant.

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- 6.21.2 To comply with any such notice, order, direction or proposal or, at the request of the Landlord, to make or join with the Landlord in making such objections or representations relating to it as the Landlord may reasonably require.

6.22 Planning

- 6.22.1 Not to commit any breach of Planning Control.
- 6.22.2 To comply with all provisions and requirements under the Planning Acts which affect the Property.
- 6.22.3 Not without the Landlord's consent to apply for planning permission relating to the Property or to implement any planning permission.
- 6.22.4 Unless the Landlord gives written notice to the contrary, to carry out before the end of the Tenancy any works required to be carried out to the Property as a condition of any planning permission obtained by or for the Tenant or anyone having an interest in the Property inferior to that of the Tenant. This applies even if the planning permission does not require the works to be carried out until later.

6.23 Encroachments

So far as possible, to preserve all easements and rights enjoyed by the Property and to help the Landlord prevent anyone acquiring any easement or right over the Property.

6.24 Defective premises

- 6.24.1 Promptly to give written notice to the Landlord of any defect in the Property which might result in an obligation on the Landlord to do or to stop doing anything (for example, in order to comply with the provisions of this Lease or the duty of care imposed by the Defective Premises Act 1972).
- 6.24.2 To display and maintain all notices relating to the condition of the Property which the Landlord shall reasonably require the Tenant to display at the Property.

6.25 Landlord's rights

To allow the Landlord to exercise its rights under this Lease free from interference by the Tenant.

6.26 Landlord's costs

6.26.1 To pay, on an indemnity basis, the legal charges, surveyor's fees, bailiffs charges and other costs and expenses properly incurred by the Landlord and any superior landlord in relation to:

- (i) applications by the Tenant for the Landlord's consent (including cases where consent is reasonably refused or the application is withdrawn),
- (ii) any steps taken in connection with the preparation and service of a schedule of dilapidations or a notice or proceedings under Sections 146 or 147 of the Law of Property Act 1925 (even if forfeiture is avoided),
- (iii) the recovery of any sums due to the Landlord from the Tenant, or
- (iv) enforcing or requiring the Tenant to remedy a breach of the provisions of this Lease.

6.26.2 Where the Landlord could recover the cost of advice or services under clause 6.26.1 if undertaken by a third party but the Landlord or a Group Company provides the advice or services, to pay to the Landlord the amount that would have been payable by the Tenant if that advice or service had been provided by a third party.

6.27 Environmental Damage

Not to cause or permit any Environmental Damage at or on the Property and to indemnify the Landlord against all losses claims or demands in respect of Environmental Damage arising out of the use and occupation of the Property or the state of repair of the Property and at the end of the Contractual Term to yield up the Property free from contamination by substances causing or likely to cause Environmental Damage to or at the Property caused or permitted by the Tenant.

6.28 Indemnities

To keep the Landlord indemnified against all liabilities, losses and expenses, incurred by the Landlord arising out of the negligence or wrongful act of the Tenant or any breach of the tenant's covenants in this Lease.

6.29 Yield up

At the end of the Tenancy to give up the Property:

6.29.1 in accordance with:

- (i) any obligations, under this clause 6, and
- (ii) any consents given by the Landlord to the Tenant, and

6.29.2 clear of any goods and refuse and any tenant's fixtures and with all damage caused by such removal made good.

6.30 VAT

6.30.1 To pay to the Landlord, and to indemnify the Landlord against, any VAT chargeable in respect of:

- (i) the Rent, payments and other consideration payable or given by the Tenant to the Landlord or to any person on the Landlord's behalf and any supply made by the Landlord to the Tenant under or in connection with this Lease, and
- (ii) any payments made by, or other liability of, the Landlord or any other person where the Tenant agrees in this Lease to reimburse or indemnify the Landlord in respect of any such payment or liability, except to the extent that the Landlord is entitled to a credit for such VAT as allowable input tax.

6.30.2 For the avoidance of doubt:

- (i) the Landlord shall not be under any duty to exercise, or not to exercise, any option or right so as to reduce or avoid any liability to VAT in respect of the Property, and

- (ii) it is confirmed that the amounts due under this Lease from the Tenant to the Landlord are exclusive of VAT.

6.31 Title restrictions, etc.

In so far as they relate to the Property to comply with the obligations and restrictions contained or referred to in the registers of title number CB178106 (or any title paramount) and to keep the Landlord indemnified against all costs and liability in respect of them.

7 Landlord's Covenants

The Landlord covenants with the Tenant:

7.1 Quiet enjoyment

That, as long as the Tenant pays the rents and complies with the terms of this Lease, the Tenant may enjoy the Property peaceably during the Tenancy without any interruption (except as authorised by this Lease) by the Landlord or any person lawfully claiming through, under or in trust for the Landlord.

8 Insurance

- 8.1 The Tenant shall maintain in force throughout the Term insurance in respect of the Property against any act or default of the Tenant which gives rise a liability to third parties for injury or death of any person or damage to any property.

8.2 Production of Policies

The Tenant shall produce to the Landlord on request the policy or policies relating to any insurance specified in clause 8 and evidence of payment of the current premium.

8.3 Indemnity

The Tenant shall indemnify the Landlord in respect of any loss or damage against which the Tenant is obliged to insure under clause 8

8.4 Tenant's default

If the Tenant shall fail to comply with any of its covenants in this clause 8 the Landlord shall be entitled but shall be under no obligation to the Tenant to take such steps as the Landlord in its absolute discretion thinks necessary and appropriate to

ensure the provisions of this clause 8 are put into effect and the Tenant shall reimburse the Landlord all costs incurred by the Landlord in any such steps which the Landlord takes.

9 Forfeiture

If any of the following events occur:

- 9.1 the Rent is unpaid for twenty-one (21) days after becoming due (whether formally demanded or not),
- 9.2 there is a breach by the Tenant or the guarantor (if any) of any covenant or other term of this Lease,

then the Landlord may, by re-entering any part of the Property, forfeit this Lease and the Tenancy shall immediately end, but without prejudice to any other rights and remedies of the Landlord.

10 Declarations, Warranties and Miscellaneous

10.1 Planning Obligations

This Lease is granted in pursuance of and satisfaction of the obligations imposed on Hampton (Peterborough) Limited (then known as Peterborough Southern Township Limited) as Developer in the Section 106 Agreement dated 8 March 1993 and made between Cambridgeshire County Council (1) the Council of the City of Peterborough (2) the Huntingdonshire District Council (3) Peterborough Southern Township Limited (4) London Brick Company Limited London Brick Property Limited British Agricultural Services Limited (5) and in particular the obligation in the Seventh Schedule Part II clause 12 (therein defined).

10.2 No compensation for Tenant

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Property is excluded, so far as the law allows and, for the avoidance of doubt, the Tenant shall not be entitled to compensation for any of the improvements mentioned in the Small Holdings and Allotments Act 1908 Schedule 2 Part 1 nor (unless the Landlord has previously to the execution of this deed consented to them in writing) for any of the improvements mentioned in Part II of that schedule.

10.3 Representations and exclusion of use warranty

10.3.1 The Tenant acknowledges that this Lease has not been entered into in reliance on any representation made by or on behalf of the Landlord.

10.3.2 Nothing in this Lease, or in any consent granted by the Landlord, shall imply a warranty by the Landlord that the Property may be used for any specific purpose under the Planning Acts.

10.4 Accidents

The Landlord is not liable to the Tenant nor to any other person for:

10.4.1 any damage to, or loss of, any goods or property sustained in the Property, or

10.4.2 any other damage, loss, accident, happening or injury not caused or contributed to by the negligence of the Landlord or any employee of the Landlord.

10.5 Payments recoverable as rent

Amounts payable by the Tenant and any guarantor under this Lease not expressly reserved as rent shall be recoverable as if they were rent.

10.6 Release of the Landlord

The obligations on the Landlord under this Lease shall not be binding on, or enforceable against, any person who has ceased to be the Landlord to the extent that the obligations relate to any time after that person has ceased to be the Landlord.

10.7 Service of notices

The provisions of Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) and Section 23 of the Landlord and Tenant Act 1927 shall apply to the service of all notices under or in connection with this Lease except that Section 196 shall be deemed to be amended by the deletion of the words "and that service ... be delivered" at the end of Section 196(4) and the substitution of the words "... and that service shall be deemed to be made on the third Working Day after the registered letter has been posted; "Working Day" meaning any day from Monday to Friday (inclusive), other than Christmas Day, Good Friday and any statutory bank or public holiday".

10.8 Jurisdiction of the English courts

The parties, including any guarantor, submit to the exclusive jurisdiction of the English courts on all matters relating to this Lease.

10.9 Third Party Rights

The parties intend that no person who is not a party to this lease is to have the benefit of or be capable of enforcing any term of this lease as a result of the Contracts (Rights of Third Parties) Act 1999.

Executed as a deed by **O&H PROPERTIES**)
LIMITED acting by a Director and)
Director/Company Secretary:)

.....
Director

.....
Secretary

The common seal of **HAMPTON PARISH**)
COUNCIL was hereunto affixed in the)
presence of:)

.....
Authorised signatory