

DATED

2025

LEASE

relating to

Former Depot St Andrews Close Swindon

between

SWINDON BOROUGH COUNCIL

and

WROUGHTON PARISH COUNCIL

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WT294214

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Swindon Borough Council Civic Offices Euclid Street Swindon SN1 2JH

Tenant

Wroughton Parish Council Ellendune Community Centre Barrett Way Swindon SN4 9LW

LR4. Property

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

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

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None.

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

The easements set out in paragraph 1 of Schedule 2 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

This lease is dated

2025

PARTIES

- (1) **SWINDON BOROUGH COUNCIL** Civic Offices Euclid Street Swindon SN1 2JH
(Landlord)
- (2) **WROUGHTON PARISH COUNCIL** of Ellendune Community Centre Barrett Way
Swindon SN4 9LW (Tenant)

BACKGROUND

- (A) The Landlord is the freehold owner of the Property
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. Interpretation

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

1.1 Definitions:

Annual Rent: rent at a rate of £10 per annum (if demanded)

Authorised Person: any:

- a) or person deriving title under the Tenant;
- b) workers, contractors or agents of the Tenant or of any person referred to in paragraph (a) of this definition; or
- c) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) or paragraph (b) of this definition.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of five years from and including the date of this.

Default Interest Rate: 4% per annum 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 22 of the EPC Regulations.

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

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

Insolvency Event: subject to clause 0, any one or more of the following:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant;
 - b) the making of an application for an administration order or the making of an administration order in relation to the Tenant;
 - 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;
 - d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
 - e) the commencement of a voluntary winding-up in respect of the Tenant, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
 - f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant;
 - g) the striking-off of the Tenant from the Register of Companies or the making of an application for the Tenant to be struck-off;
- the Tenant otherwise ceasing to exist;
- h) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant.

Insured Risks: fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, damage to underground water, oil or gas pipes or electricity wires or cables, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Tenant decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

Interest Rate: the base rate from time to time of [NAME OF BANK] or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

Landlord's Neighbouring Property: the freehold property known as [DESCRIPTION OR ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] registered at HM Land Registry with title number WT294214.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

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

Permitted Use: Grounds maintenance and street cleaning depot only

Property: the property described in [Schedule 1](#).

Property Plan: the plan annexed to this lease at [ANNEX A](#) and marked "Property Plan".

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease [or the Landlord's interest in the Superior Lease]; or
- b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

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

Reinstatement Cost: the full cost of reinstatement of the taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause [2.2](#).

Rent Commencement Date: the date of this lease.

Rent Payment Dates: on each and every anniversary of the Rent Commencement Date during the Term (if demanded).

Reservations: the rights excepted and reserved in paragraph [1](#) of [Schedule 2](#).

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Term: the Contractual Term.

Termination Date: the date on which this lease determines (however it determines).

Third Party Rights: the matters set out in [Schedule 3](#).

Transaction: is:

- a) any dealing with this lease or the devolution or transmission of or parting with possession of any interest in it;
 - b) the creation of any underlease or other interest out of this lease or out of any interest or underlease derived from it and any dealing, devolution or transmission of or parting with possession of any such interest or underlease;
- or

- c) the making of any other arrangement for the occupation of the Property.

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

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

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to **this lease** includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
- (a) the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and
 - (b) the **Tenant** includes a reference to its successors in title.
- 1.7 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 References to:

- (a) the consent of the Landlord are to the consent of the Landlord given in accordance with clause 38.1;
- (b) the approval of the Landlord are to the approval of the Landlord given in accordance with clause 38.3; and

1.13 Unless the context otherwise requires, references to the **Property** and the **Landlord's Neighbouring Property** are to the whole and any part of them.

1.14 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

For the purposes of the definition of **Insolvency Event** an **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant incorporated or domiciled in such relevant jurisdiction.

1.15 A reference to **writing** or **written** excludes fax and email.

1.16 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.17 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

1.18 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.

1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.

1.20 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant:

- (a) for the Contractual Term;
- (b) with full title guarantee;
- (c) excepting and reserving the Reservations; and
- (d) subject to the Third Party Rights.

2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:

- (a) the Annual Rent;
- (b) all interest payable under this lease; and
- (c) all other sums payable under this lease; and
- (d) all VAT chargeable on the other rents set out in this clause 2.2.

3. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. Payment of Annual Rent

The Tenant must pay the Annual Rent in advance on or before the Rent Payment Dates (if demanded).

5. Payment method

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

- (a) electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord; or
- (b) any other method that the Landlord reasonably requires from time to time and notifies to the Tenant.

6. No set-off

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

7. Interest

7.1 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (if formally demanded), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

7.2 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue

on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

8. Rates and Taxes

- 8.1 The Tenant must pay all Rates and Taxes.
- 8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. Utilities

- 9.1 The Tenant must pay all Utility Costs.
- 9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. Common items

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

11. Costs

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

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- (c) serving any notice in connection with this lease under section 17 of the LTCA 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; 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).

12. Prohibition of dealings

The Tenant must not:

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

13. Repair

13.1 The Tenant must:

- (a) put and keep the Property in good repair and condition;
- (b) keep the Property clean, tidy and clear of rubbish;
- (c) ensure the safe removal of all refuse from the Property whether created by the Tenant its employees or its invitees;
- (d) replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken;
- (e) insure the Property in compliance with Schedule 4 of this Lease

14. Decoration

The Tenant must:

- (a) Put and keep the exterior and interior of the Property in good decorative repair and condition as often as is reasonably necessary and also in the last three months before the Termination Date;
- (b) carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and
- (c) carry out:
 - (i) any decoration of the exterior of the Property required at any time during the Term (including in the last three months before the Termination Date); and
 - (ii) the decoration of the interior of the Property required in the last three months before the Termination Date;
 to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

15. Alterations

15.1 Except as permitted by this clause 15, the Tenant must not make any:

- (a) alteration or addition to the Property; or
- (b) opening in any boundary of the Property.

15.2 Any alterations permitted by this clause are subject to clause 15.6.

15.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.4 The Tenant may carry out minor alterations that consist of making minor perforations in any boundary of the Property or in the structural elements of the Property provided that:

- (a) those alterations are reasonably required in connection with any works permitted under this clause 15;
- (b) those alterations do not adversely impact on the structural integrity of the Property; and
- (c) the Tenant obtains the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

15.5 With the consent of the Landlord (such consent not to be unreasonably withheld or delayed), the Tenant may install any Service Media at the Property.

15.6 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

16. Signs

16.1 The Tenant must not:

- (a) display any Signs inside the Property that are visible from the outside; or
- (b) attach any Signs to the exterior of the Property;

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

16.2 The Tenant must allow the Landlord to fix to and keep at the Property:

- (a) during the six month period before the Termination Date, any re-letting board as the Landlord reasonably requires except where there is a genuine prospect of the Tenant renewing this lease and the Tenant is genuinely and actively pursuing that renewal; and
- (b) at any time during the Term, any sale board as the Landlord reasonably requires.

17. Returning the Property to the Landlord

17.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.

17.2 Subject to clause 17.3, the Tenant must by the Termination Date:

- (a) remove:
 - (i) any tenant's fixtures from the Property;
 - (ii) any alterations to the Property undertaken by or for any tenant, or in anticipation of this lease; and
 - (iii) any Signs erected by the Tenant at the Property; and
- (b) make good any damage caused to the Property by the removal of those items and alterations.

Commented [HH1]: No underletting permitted

17.3 If the Landlord gives notice to the Tenant no later than one month before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 17.2(a)(i) and clause 17.2(a)(ii) shall not be removed pursuant to clause 17.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.

17.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.

17.5 The Tenant:

- (a) irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
- (b) must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal,

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

18. Use

18.1 The Tenant must not use the Property for any purpose other than the Permitted Use.

18.2 The Tenant must not:

- (a) use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, or any property that neighbours the Property;
- (b) use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
- (c) hold any auction at the Property;

- (d) allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property;
- (e) overload any part of the Property nor overload or block any Service Media at or serving the Property;
- (f) allow to pass into the Service Media at or serving the Property any noxious or deleterious effluent or other substance which may damage the Service Media, the Property or any other neighbouring property;
- (g) store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (h) (except as permitted by clause 15.5) interfere with any Service Media at the Property;
- (i) keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- (j) allow any person to sleep at or reside on the Property.

19. Allow entry

- 19.1 Subject to clause 19.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
- (a) except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
 - (b) at any reasonable time (whether or not during usual business hours); and
 - (c) with their workers, contractors, agents and professional advisers.
- 19.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

20. Keyholders and emergency contact details

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

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

21. Compliance with laws

- 21.1 The Tenant must comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use or operation of all Service Media , the Tenant's Plant and any other machinery and equipment at or serving the Property whether or not used or operated;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 21.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
 - (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 21.3 The Tenant must not:
 - (a) apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld where the application relates to works or a change of use permitted or required under this lease); or
 - (b) implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld).
- 21.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant of the Property.
- 21.5 The Tenant must:
 - (a) comply with its obligations under the CDM Regulations;
 - (b) maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - (c) give that health and safety file to the Landlord at the Termination Date;
 - (d) procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and
 - (e) 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.
- 21.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.

21.7 The Tenant must 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.

21.8 The Tenant must keep:

- (a) the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or recommended by them or reasonably required by the Landlord; and
- (b) that machinery, equipment and alarms properly maintained and available for inspection.

22. Energy Performance Certificates

22.1 The Tenant must:

- (a) co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property; and
- (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.

22.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.

22.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

- (a) commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
- (b) pay the costs of the Landlord of commissioning an Energy Performance Certificate for the Property.

22.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

23. Third Party Rights

The Tenant must:

- (a) comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
- (b) not do anything that may interfere with any Third Party Right.

24. Removal of entries in relation to this lease and easements granted by this lease

24.1 The Tenant must make an application to HM Land Registry to remove from the Landlord's title any entries relating to this lease and any easements granted by this lease promptly (and in any event within one month) following the Termination Date.

24.2 The Tenant must:

- (a) ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 24.1 are responded to promptly and properly; and
- (b) keep the Landlord informed of the progress and completion of that application.

25. Encroachments and preservation of rights

25.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.

25.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that encroachment or action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.

25.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.

25.4 The Tenant must not prejudice the acquisition of any right of light or other easement by obstructing any window or opening of the Property or giving any acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

25.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement or right in the course of acquisition, the Tenant must:

- (a) immediately inform the Landlord and give the Landlord notice of that action; and
- (b) at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

26. Indemnity

The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any tenant covenants in this lease;
- (b) any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or
- (c) any act or omission of the Tenant or any Authorised Person.

27. Landlord covenants

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

28. Quiet enjoyment

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

29. Exercise of right of entry

In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule 2, the Landlord must:

- (a) except in case of emergency (when no notice shall be required), give reasonable notice of its intention to exercise that right to the Tenant;
- (b) where reasonably required by the Tenant, exercise that right only if accompanied by a representative of the Tenant;
- (c) cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;
- (d) cause as little inconvenience as reasonably possible to the Tenant; and
- (e) promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

30. Re-entry and forfeiture

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

- (a) the whole or any part of the Rents is unpaid 28 days after becoming payable (whether it has been formally demanded or not);

- (b) any breach of any condition of, or tenant covenant in, this lease; or
- (c) an Insolvency Event.

30.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

31. Section 62 of the LPA 1925 and existing appurtenant rights

31.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

31.2 Any flow of light to the Property at any time during the Term is enjoyed by the consent of the Landlord in accordance with section 3 of the Prescription Act 1832.

32. Exclusion of sections 24 to 28 of the LTA 1954

32.1 The parties:

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

33. 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).

34. No restriction on Landlord's use

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

35. Limitation of liability

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

36. Breach of repair and maintenance obligation

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

36.2 Following the service of a notice pursuant to clause 36.1, the Landlord may enter the Property and carry out the required works if the Tenant:

- (a) has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- (b) is not carrying out the required works with all due speed.

36.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 36.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

36.4 Any action taken by the Landlord pursuant to this clause 36 shall be without prejudice to the Landlord's other rights (including those under clause 30).

37. Notices

37.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:

- (a) by hand:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
 - (iii) in any other case, at that party's last known place of abode or business in the United Kingdom; or
- (b) by pre-paid first-class post or other next working day delivery service:
 - (i) if the party is a company incorporated in the United Kingdom, at that party's registered office address;
 - (ii) if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or

- (iii) in any other case, at that party's last known place of abode or business in the United Kingdom.

37.2 If a notice complies with the criteria in clause 37.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

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

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.

38. Consents and approvals

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

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

38.2 If a waiver is given pursuant to clause 38.1, it shall not affect the requirement for a deed for any other consent.

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

- (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.

38.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:

- (a) imply that any consent or approval required from a third party has been obtained; or
- (b) obviate the need to obtain any consent or approval from a third party.

39. VAT

39.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

39.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

39.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

40. Joint and several liability

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

41. Entire agreement

41.1 This lease constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, whether written or oral, relating to its subject matter.

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

41.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

42. Contracts (Rights of Third Parties) Act 1999

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

43. Governing Law

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

44. Jurisdiction

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

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 Property

The land and buildings known as Former Depot St Andrews Close Swindon and shown edged red on the Property Plan.

Schedule 2 Reservations

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following [easements (for the benefit of the Landlord's Neighbouring Property) and the following other] rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 29, the right to enter the Property: for any other purpose mentioned in or connected with:
 - (a) this lease;
 - (b) the Reservations; or
 - (c) the Landlord's interest in the Property or the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 At any time during the Term, the full and free right to build, rebuild, alter or develop the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.
 - 2.2 May be exercised by:
 - (a) the Landlord;
 - (b) anyone else who is or becomes entitled to exercise them; and
 - (c) anyone authorised by the Landlord.
 - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

Schedule 3 Third Party Rights

1. All easements and other rights, covenants and restrictions affecting the Property [including those [set out or referred to in the register entries of WT294214 as at the date of this lease Time not of the essence

Schedule 4 Insurance

1. Tenant's obligation to insure

- 1.1 Subject to paragraph 1.2 of this Schedule, the Tenant must insure (and keep insured) the Property on normal market terms against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Tenant's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. Tenant to provide insurance details

- 2.1 In relation to any insurance effected by the Tenant under this Schedule 4, the Tenant must:
- (a) supply the Landlord with:
 - (i) full details of the insurance policy;
 - (ii) evidence of payment of the current year's premiums;
 - (b) procure that the Landlord is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant or its agents becoming aware of the change; and
 - (c) use reasonable endeavours to procure that the Tenant's insurer:
 - (i) waives its rights of subrogation against the Landlord;
 - (ii) permits the interest of the Landlord to be noted on the policy of insurance either specifically or by way of a general noting of interests under the conditions of the insurance policy.

3. Tenant's obligations

- 3.1 The Tenant must:
- (a) immediately inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
 - (b) not do or omit to do anything as a result of which any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;
 - (d) give the Landlord immediate notice of the occurrence of:
 - (i) any damage or loss relating to the Property arising from an Insured Risk; or

- (ii) any other event that might affect any insurance policy relating to the Property;
- (e) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person; and
- (f) insure (and keep insured) against public liability of the Tenant in relation to the Property for a minimum amount of five million pounds per any single claim or such amount as the Landlord shall reasonably consider appropriate and notify the Tenant of in writing and, at the request of the Landlord, supply the Landlord with:
 - (i) full details of that insurance policy; and
 - (ii) evidence of payment of the current year's premiums.

4. Tenant's obligation to reinstate following damage or destruction by an Insured Risk

4.1 Following any damage to or destruction of the Property by an Insured Risk, the Tenant must:

- (a) use reasonable endeavours to obtain all necessary planning and other consents to enable the Tenant to reinstate the Property; and
- (b) reinstate the Property except that the Tenant shall not be obliged to reinstate unless all necessary planning and other consents are obtained.

4.2 If the Tenant is obliged to reinstate the Property pursuant to paragraph 4.1(b) of this Schedule, the Tenant must:

- (a) use all insurance money received and all sums received under and paragraph 3.1(e) of this Schedule for the purposes of that reinstatement; and
- (b) make up any shortfall out of its own funds.

5. Termination if reinstatement impossible or impractical following Property Damage by an Insured Risk

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

6. Consequences of termination

6.1 If the Landlord gives a notice to terminate this lease in accordance with this Schedule 4:

- (a) this lease shall terminate with immediate effect from the date of the notice;

- (b) none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
- (c) any proceeds of the insurance for the Property shall belong to the Landlord.

EXECUTED as a DEED by

SWINDON BOROUGH COUNCIL
by the affixing of its COMMON SEAL

in the presence of:

Authorised Signatory:

.....

ANNEX A Property Plan

