

DATED

2007

THE COUNCIL OF THE
BOROUGH OF TORBAY

- to -

BRIXHAM PARISH COUNCIL

L E A S E

- relating to -

Premises within
Brixham Town Hall, Brixham
in the Borough of Torbay

BILL NORMAN
Director of Law & Support
Town Hall
TORQUAY

THIS LEASE is made the _____ day
of _____ Two thousand and Seven

BETWEEN

(1) THE COUNCIL OF THE BOROUGH OF TORBAY of the Town Hall
Castle Circus Torquay TQ1 3DR (“the Landlord”)

(2) BRIXHAM PARISH COUNCIL of the Town Hall Brixham Torbay
TQ5 8LZ (“the Tenant”)

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified

1.1 ‘The Building’

‘The Building’ means the Brixham Town Hall at Brixham in the Borough of Torbay

1.2 ‘The Common Parts’

‘The Common Parts’ means the areas and amenities made available from time to time by the Landlord for use in common by the tenants and occupiers of the Building and all persons expressly or by implication authorised by them including the passages and corridors but not limited to them. For the avoidance of doubt ‘The Common Parts’ shall not include the allocation of any parking spaces

1.3 ‘The Conduits’ and ‘The Adjoining Conduits’

‘The Conduits’ means the pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media including any fixings louvres cowls covers and any other ancillary apparatus that are in on over or under the Premises

‘The Adjoining Conduits’ means all the pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media including any fixings louvres cowls covers and other ancillary apparatus that are in on over or under the

Building that serve the Premises

1.4 'the Excluded Risks'

'the Excluded Risks' means such risks of damage to the Building as cannot reasonably be insured by the Landlord on satisfactory terms or at a reasonable premium or as the Landlord's insurers or underwriters have refused to insure

1.5 Gender and number

Words importing one gender include all other genders, words importing the singular include the plural and vice versa

1.6 Headings

The clause paragraph and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation

1.7 'The Insurance Rent'

'The Insurance Rent' means a fair proportion (as determined by the Landlord) of the gross sums including any commission that the Landlord is from time to time liable to pay

1.7.1 by way of premium for insuring the Building, including insuring for loss of rent in accordance with his obligations contained in this Lease

1.7.2 by way of premium for insuring in such amount and on such terms as the Landlord acting reasonably considers appropriate against all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Building and

1.7.3 for insurance valuations

and all of any increased premium payable by reason of any act or omission of the Tenant

1.8 'The Insured Risks'

'The Insured Risks' means the risks of loss or damage by fire lightning explosion impact by

aircraft and articles dropped from aircraft other than war risks and such other risks whether or not in the nature of the foregoing as the Landlord acting reasonably from time to time decides to insure against

1.9 Interpretation of ‘consent’ and ‘approved’

References to ‘consent of the Landlord’ or words to similar effect are references to a prior written consent signed by or on behalf of the Landlord and references to the need for anything to be ‘approved by the Landlord’ or words to similar effect are references to the need for a prior written approval by or on behalf of the Landlord

1.10 Interpretation of ‘the Landlord’

The expression ‘the Landlord’ includes the person or persons from time to time entitled to possession of the Premises when this Lease comes to an end

1.11 Interpretation of ‘the last year of the Term’ and ‘the end of the Term’

References to ‘the last year of the Term’ are references to the actual last year of the Term howsoever it determines and references to the ‘end of the Term’ are references to the end of the Term whensoever and howsoever it determines

1.12 Interpretation of ‘the Tenant’

‘The Tenant’ includes any person who is for the time being bound by the tenant covenants of this Lease

1.13 Interpretation of ‘this Lease’

Unless expressly stated to the contrary the expression ‘this Lease’ includes any document supplemental to or collateral with this document or entered into in accordance with this document

1.14 Joint and several liability

Where any party to this Lease for the time being comprises two or more persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the

persons comprising that party jointly and severally

1.15 'The 1995 Act'

'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995

1.16 'The 1954 Act'

'The 1954 Act' means the Landlord and Tenant Act 1954

1.17 'Losses'

References to 'losses' are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements or expenses arising from any claim demand action or proceedings

1.18 Obligation not to permit or suffer

Any covenant by the Tenant not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person

1.19 'The Covenants'

'The Covenants' means the covenants set out in schedule 4

1.20 'The Plan'

'The Plan' means the plan annexed to this Lease

1.21 'The Premises'

'The Premises' means ALL THOSE premises on the ground floor of the Building shown for the purpose of identification only edged red on the Plan and as more particularly defined in schedule 1

1.22 'The Rent'

'The Rent' means the sum of TWO THOUSAND FIVE HUNDRED POUNDS (£2,500.00) per year. 'The Rent' does not include the Insurance Rent but the term 'the Lease Rents' means both the Rent and the Insurance Rent

1.23 ‘The Rent Commencement Date’

‘The Rent Commencement Date’ means the Twenty First day of May 2007

1.24 ‘The Retained Parts’

‘The Retained Parts’ means the parts of the Building that are not let or constructed or adapted for letting including without prejudice to the generality of the foregoing such parts of the main structure walls foundations and roofs of the Building as are not included in the Premises and would not be included in premises demised by leases of other units in the Building if let on the same terms as this Lease

1.25 ‘ The Service Charge’

‘The Service Charge’ means in the first year of the Term the sum of £400.00 being a proportion (as properly determined by the Landlord) of the Landlord’s expenses in connection with the provision of heating to the Premises but being subject to a fair and reasonable annual review thereof by the Landlord on each anniversary of the Term

1.26 ‘The Surveyor’

‘The Surveyor’ means the Estate Manager from time to time of the Landlord or any person appointed by the Landlord in his place

1.27 ‘The Term’

‘The Term’ means five years commencing on and including the Twenty First day of May 2007

1.28 ‘Terms from the 1995 Act’

Where the expression ‘tenant covenants’ is used in this Lease it is to have the same meaning as is given by the 1995 Act Section 28(1)

1.29 ‘VAT’

‘VAT’ means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of

VAT

1.30 'Gender and Number'

Words importing one gender include all other genders; words importing the singular include the plural and vice versa

1.31 'Headings'

The clause paragraph and schedule headings do not form part of this document and shall not be taken into account in its construction or interpretation

1.32 'Interest'

References to 'Interest' are references to interest payable during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in clause 1.33 cease to exist at another rate of interest closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by a chartered accountant appointed by agreement between the parties or in default of agreement nominated by the President of the Institute of Chartered Accountants in England and Wales acting as an expert and not as an arbitrator

1.33 'The Interest Rate'

'The Interest Rate' means the rate of 4% per year above the base lending rate of National Westminster Bank PLC or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord from time to time nominates in writing

2. DEMISE

The Landlord demises with full title guarantee the Premises to the Tenant together with the rights specified in schedule 2 but excepting and reserving to the Landlord the rights specified in schedule 3 to hold the Premises to the Tenant for the Term subject to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises

including any matters contained or referred to in Schedule 5 yielding and paying to the Landlord

2.1 the Rent without any deduction or set-off by equal quarterly payments in advance on the usual quarter days in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from and including the Rent Commencement Date to and including the day before the quarter day next after the Rent Commencement Date to be paid on the date of this document and

2.2 by way of further rent the Service Charge and the Insurance Rent payable on demand

3. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord to observe and perform the requirements of this clause 3

3.1 Rent

The Tenant must pay the Lease Rents and the Service Charge on the days and in the manner set out in this Lease and must not exercise or seek to exercise any right or claim to withhold rent or any right or claim to legal or equitable set-off

3.2 Outgoings and VAT

3.2.1 Outgoings exclusive to the Premises

The Tenant must pay and must indemnify the Landlord against

3.2.1.1 all rates taxes assessments duties charges impositions and outgoings that are now or may at any time during the Term be charged assessed or imposed on the Premises or on the owner or occupier of them excluding any payable by the Landlord occasioned by receipt of the Lease Rents or by any disposition of or dealing with this Lease or

ownership of any interest reversionary to the interest created by it provided that if after the end of the Term the Landlord suffers loss of any rating relief applicable to empty premises because the relief has been allowed to the Tenant in respect of a period before the end of the Term then the Tenant must make good such loss to the Landlord

3.2.1.2 all VAT from time to time charged on the Lease Rents or other sums payable by the Tenant under this Lease and

3.2.1.3 all VAT incurred in relation to any costs that the Tenant is obliged to pay or in respect of which it is required to indemnify the Landlord under the terms of this Lease save where such VAT is recoverable or available for set-off by the Landlord as input tax

3.2.2 Outgoings assessed on the Premises and other property

The Tenant must pay and must indemnify the Landlord against the proportion reasonably attributable to the Premises - to be determined from time to time by the Surveyor acting as an expert and not as an arbitrator – of all rates taxes assessments duties charges impositions and outgoings that are now or at any time during the Term may be charged assessed or imposed on the Premises and any other property including the rest of the Building or on the owner or occupier of them and it

3.3 Repair cleaning and decoration

3.3.1 Repair of the Premises

The Tenant must repair the Premises and keep them in good condition and repair except for damage caused by one or more of the Insured Risks or the Excluded Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Tenant or anyone at the Premises expressly or by implication with its authority

3.3.2 Replacement of landlord's fixtures

The Tenant must replace any landlord's fixtures and fittings in the Premises that are beyond repair at any time during or at the end of the Term

3.3.3 Cleaning and tidying

The Tenant must keep the Premises clean and tidy and clear of all rubbish

3.3.4 Decoration

The Tenant must redecorate the Premises in the last year of the Term in a good and workmanlike manner with appropriate materials of good quality and to the reasonable satisfaction of the Landlord any change in the tints colours and patterns of the decoration to be approved by the Landlord

3.4 Waste and alterations

3.4.1 Waste additions and alterations

The Tenant must not commit any waste make any addition to the Premises unite the Premises with any adjoining premises or make any alteration to the Premises except as permitted by the provisions of this clause 3.4

3.4.2 Pre-conditions for alterations

The Tenant must not make any alterations to the Premises unless he first

3.4.2.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them

3.4.2.2 makes an application to the Landlord for consent supported by drawings and where appropriate a specification in duplicate

3.4.2.3 obtains the consent of the Landlord whose consent may not be unreasonably withheld

3.4.3 Internal partitions

Without prejudice to the provisions of this clause 3.4 the Tenant may install and

remove internal demountable partitions if he gives notice of the works and supplies a plan and specification to the Landlord within one month of completion of the works and ensures that there is no disruption of the services in to and through the Premises

3.4.4 Removal of alterations

At the end of the Term if so requested by the Landlord the Tenant must remove any additions alterations or improvements made to the Premises and must make good any part of the Premises damaged by their removal

3.4.5 Connection to the Conduits

The Tenant must not make any connection with the Conduits that serve the Premises

3.5 Aerials signs and advertisements

3.5.1 Masts and wires

The Tenant must not erect any pole or mast or install any cable or wire on the Premises whether in connection with telecommunications or otherwise

3.5.2 Advertisements

The Tenant must not fix to or exhibit on the outside of the Premises any placard sign notice fascia board or advertisement except with the consent of the Landlord such consent not to be unreasonably withheld or delayed

3.6 Statutory obligations

3.6.1 General provision

The Tenant must comply in all respects with the requirements of any statutes applicable to the Premises or the trade or business for the time being carried on there and any other obligations so applicable imposed by law or by any byelaws

3.6.2 Particular obligations

3.6.2.1 *Works required by statute department or authority*

Without prejudice to the generality of clause 3.6.1 the Tenant must

execute all works and provide and maintain all arrangements on or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute already or in the future to be passed or the requirements of any government department local authority or other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the owner the occupier or any other person

3.6.2.2 *Acts causing losses*

Without prejudice to the generality of clause 3.6.1 the Tenant must not do in or near the Premises anything by reason of which the Landlord may incur any losses under any statute

3.7 Entry to inspect and notice to repair

3.7.1 Entry and notice

The Tenant must permit the Landlord on reasonable notice during normal business hours except in emergency

3.7.1.1 to enter the Premises to ascertain whether or not the covenants and conditions of this Lease have been observed and performed

3.7.1.2 to view the state of repair and condition of the Premises and to open up floors and other parts of the Premises where that is necessary in order to do so and to give to the Tenant or notwithstanding clause 7.4 leave on the Premises a notice ('a notice to repair') specifying the works required to remedy any breach of the Tenant's obligations in this Lease provided that any opening up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease

3.7.2 Works to be carried out

The Tenant must commence the works specified in a notice to repair immediately including making good any opening up that revealed a breach of the terms of this Lease

3.7.3 Landlord's power in default

If within three months of the service of a notice to repair the Tenant has not started to execute the work referred to in that notice or is not proceeding diligently with it or if the Tenant fails to finish the work within six months or if in the Landlord's reasonable opinion the Tenant is unlikely to finish the work within that period the Tenant must permit the Landlord to enter the Premises to execute the outstanding work and must within 21 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord including legal costs and surveyor's fees

3.8 Alienation

3.8.1 Alienation prohibited

The Tenant must not hold the Premises on trust for another. The Tenant must not assign sublet charge or part with possession of the Premises or any part of them or permit another to occupy them or any part of them

3.9 Nuisance and residential restrictions

3.9.1 Nuisance

The Tenant must not do anything on the Premises or allow anything to remain on them that may be or become or cause a nuisance or annoyance disturbance inconvenience injury or damage to the Landlord or his tenants or the owners or occupiers of adjacent or neighbouring premises

3.9.2 Auctions trades and immoral purposes

The Tenant must not use the Premises for a sale by auction or for any dangerous

noxious noisy or offensive trade business manufacture or occupation or any illegal or immoral act or purpose

3.9.3 Residential use sleeping and animals

The Tenant must not use the Premises as sleeping accommodation or for residential purposes or keep any animal on them

3.10 Costs of applications notices and recovery of arrears

The Tenant must pay to the Landlord on an indemnity basis all proper and reasonable costs fees charges disbursements and expenses including without prejudice to the generality of the above those payable to counsel solicitors surveyors and bailiffs properly and reasonably incurred by the Landlord in relation to or incidental to

3.10.1 every application made by the Tenant for a consent or licence required by the provisions of this Lease whether it is granted refused or offered subject to any lawful qualification or condition or the application is withdrawn unless the refusal qualification or condition is unlawful whether because it is unreasonable or otherwise

3.10.2 the contemplation preparation and service of a notice under the Law of Property Act 1925 section 146 or the contemplation or taking of proceedings under sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the court

3.10.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease and

3.10.4 any steps taken in contemplation of or in direct connection with the preparation and service of a schedule of dilapidations during or after the end of the Term

3.11 Indemnities

3.11.1 The Tenant must keep the Landlord fully indemnified against all losses arising

directly or indirectly out of an act omission or negligence of the Tenant or any persons at the Premises expressly or impliedly with its authority or any breach or non-observance by the Tenant of the covenants conditions or other provisions of this Lease or any of the matters to which this demise is subject

3.11.2 The Tenant will take out and maintain third party insurance in a minimum sum of £5m for all loss or damage however caused but it shall be the responsibility of the Tenant having taken any necessary professional advice to determine the appropriate level of cover reflecting the nature of its business and the perceived level of risk

Written evidence that such public liability insurance has been effected shall be produced to the Council before the commencement of this lease and the Tenant will notify the Council prior to any change in or on the expiry of or other termination of its insurance cover and will review the level of cover annually and will produce evidence thereof to the Council on request

3.12 Yielding up

At the end of the Term the Tenant must yield up the Premises with vacant possession decorated and repaired in accordance with and in the condition required by the provisions of this Lease give up all keys of the Premises to the Landlord remove tenant's fixtures and fittings and remove all signs erected by the Tenant or any of its predecessors in title in on or near the Premises immediately making good any damage caused by their removal

3.13 Statutory notices

The Tenant must give the Landlord full particulars of any notice direction order or proposal relating to the Premises made given or issued to the Tenant by any government department or local public regulatory or other authority or court within 7 days of receipt and if so requested by the Landlord must produce it to the Landlord. The Tenant must without delay take all necessary steps to comply with the notice direction or order. At the request of the Landlord

but at its own cost the Tenant must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of a notice direction order or proposals

3.14 The Covenants

The Tenant must observe and perform the Covenants

3.15 Interest on arrears

The Tenant shall pay Interest on any of the sums due under this Lease that are not paid within 14 days of the date due whether formally demanded or not. The interest is to be recoverable as rent. Nothing in this clause entitles the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment

3.16 Defective premises

The Tenant shall give notice to the Landlord of any defect in the Premises that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord whether pursuant to the Defective Premises Act 1972 or otherwise and shall at all times display and maintain any notices the Landlord may from time to time reasonably require him to display at the Premises

3.17 Exercise of the Landlords rights

The Tenant shall permit the Landlord to exercise any of the rights reserved or granted to him by virtue of the provisions of this Lease at all times during the Term without interruption or interference

3.18 Planning etc.

The Tenant shall be responsible for any applications necessary and the obtaining of any necessary approvals under the Town and Country Planning Acts or Building Regulations

4. THE LANDLORD'S COVENANTS

The Landlord covenants with the Tenant to observe and perform the requirements of this clause 4

4.1 Quiet enjoyment

The Landlord covenants with the Tenant to permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him

4.2 The Services

4.2.1 Provisions of the Services

If the Tenant pays the Service Charge and observes its obligations under this Lease the Landlord must use its reasonable endeavours to provide the service comprised in the Service Charge

4.2.2 Relief from liability

The Landlord is not to be liable to the Tenant for any breach of its obligations under clause 4.2.1 where the breach is caused by something beyond its control provided it uses reasonable endeavours to remedy the breach except to the extent that the breach

4.2.2.1 could have been prevented or

4.2.2.2 its consequences could have been lessened or

4.2.2.3 the time during which its consequences were experienced could have been shortened

by the exercise of reasonable skill by the Landlord or those undertaking the obligations on its behalf

5. INSURANCE

5.1 Warranty as to convictions

The Tenant warrants that before the execution of this document it has disclosed to the

Landlord in writing any conviction judgment or finding of any court or tribunal relating to the Tenant or any officer of the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

5.2 Covenant to insure

The Landlord covenants with the Tenant to insure the Building at all times during the Term unless the insurance is vitiated by any act of the Tenant or by anyone at the Building expressly or by implication with its authority

5.3 Details of the insurance

5.3.1 Office underwriters and agency

Insurance is to be effected in such insurance office or with such underwriters and through such agency as the Landlord from time to time decides

5.3.2 Insurance cover

Insurance must be effected for the following amounts

5.3.2.1 the sum that the Landlord is from time to time advised is the full cost of rebuilding and reinstating the Building including VAT architects surveyors engineers solicitors and all other professional persons fees the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Building the cost of preparation of the site including shoring-up debris removal demolition site clearance and any works that may be required by statute and incidental expenses and

5.3.2.2 loss of the Rent for one year or such longer period as the Landlord from time to time reasonably requires for planning and carrying out the rebuilding or reinstatement

5.3.3. Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Building subject to such excesses exclusions or limitations as the insurer requires

5.4 Payment of the Insurance Rent

The Tenant covenants to pay the Insurance Rent for the period starting on the Rent Commencement Date and ending on the day before the next policy renewal date on the date of this Lease and subsequently to pay the Insurance Rent on demand

5.5 Suspension of the Rent

5.5.1 Events giving rise to suspension

If and whenever the Building or any part of it or access to it is damaged or destroyed by one or more of the Insured Risks or the Excluded Risks so that the Premises are unfit for occupation or use and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Building expressly or by implication with its authority then the provisions of clause 5.5.2 are to have effect

5.5.2 Suspending the Rent

In the circumstances mentioned in clause 5.5.1 the Rent and the Service Charge or a fair proportion of the Rent and the Service Charge according to the nature and the extent of the damage sustained are to cease to be payable until the Building has been rebuilt or reinstated so as to render the Premises fit for occupation and use any dispute as to the proportion of the Rent and the Service Charge suspended and the period of the suspension to be determined in accordance with the Arbitration Act 1996 by an arbitrator to be appointed by agreement between the Landlord and the Tenant or in default by the President or other proper officer for the time being of the Royal

Institution of Chartered Surveyors upon the application of either the Landlord or the Tenant

5.6 Reinstatement and termination

5.6.1 Obligation to obtain permissions

If and whenever the Building or any part of it is damaged or destroyed by one or more of the Insured Risks or the Excluded Risks and payment of the insurance money is not wholly or partly refused because of any act or default of the Tenant or anyone at the Building expressly or by implication with its authority then the Landlord must use its best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable it to rebuild and reinstate the Building

5.6.2 Obligation to reinstate

Subject to the provisions of clause 5.6.3 and if any permissions are required after they have been obtained the Landlord must as soon as reasonably practicable apply all money received in respect of such insurance except sums in respect of loss of the Rent in rebuilding or reinstating the parts of the Building destroyed or damaged

5.6.3 Relief from the obligation to reinstate

The Landlord need not rebuild or reinstate the Building if and for so long as the rebuilding or reinstating is prevented because

5.6.3.1 the Landlord despite using its best endeavours cannot obtain a necessary permission

5.6.3.2 any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply

5.6.3.3 there is some defect or deficiency in the site on which the rebuilding or

reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances

5.6.3.4 the Landlord is unable to obtain access to the site to rebuild or reinstate

5.6.3.5 the rebuilding or reinstating is prevented by war act of God government action or

because of the occurrence of any other circumstances beyond the Landlord's control

5.6.4 Notice to terminate

If the Premises are still not fit for the Tenant's occupation and use at the end of a period of one year starting on the date of the damage or destruction either the Landlord or the Tenant may by notice served at any time within 6 months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of clause 5.6.5

5.6.5 Termination following failure to reinstate

On service of a notice to terminate following failure to reinstate the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued and all money received in respect of the insurance effected by the Landlord pursuant to this Lease is to belong to the Landlord absolutely

5.7 Tenant's further insurance covenants

The Tenant covenants with the Landlord to observe and perform the requirements contained in this clause 5.7

5.7.1 Requirements of insurers

The Tenant must comply with all the requirements and recommendations of the insurers

5.7.2 Policy avoidance and additional premiums

The Tenant must not do or omit anything that could cause any insurance policy on or

in relation to the Building to become wholly or partly void or voidable or do or omit anything by which additional insurance premiums may become payable unless it has previously notified the Landlord and has agreed to pay the increased premium

5.7.3 Fire-fighting equipment

The Tenant must keep the Premises supplied with such fire fighting equipment as the insurers and the fire authority require and must maintain the equipment to their satisfaction and in efficient working order. At least once in every year the Tenant must have the fire fighting equipment inspected by a competent person

5.7.4 Combustible materials

The Tenant must not store on the Premises or bring onto them anything of a specially combustible inflammable or explosive nature and must comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions relating to the Premises

5.7.5 Fire escapes equipment and doors

The Tenant must not obstruct the access to any fire equipment or the means of escape from the Premises or lock any fire door while the Premises are occupied

5.7.6 Notice of events affecting the policy

The Tenant must give immediate notice to the Landlord of any event that might effect any insurance policy on or relating to the Premises and of any event against which the Landlord may have insured under this Lease

5.7.7 Notice of convictions

The Tenant must give immediate notice to the Landlord of any conviction judgment or finding of any court or tribunal relating to the Tenant or any officer of the Tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance

5.7.8 Other insurance

If at any time the Tenant is entitled to the benefit of any insurance on the Premises that is not effected or maintained in pursuance of any obligation contained in this Lease, the Tenant must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received

6. FORFEITURE

If and whenever during the Term

- 6.1 the Lease Rents or any of them or any part of them or any VAT payable on them are outstanding for 21 days after becoming due whether formally demanded or not or
- 6.2 the Tenant breaches any covenant or other term of this Lease or
- 6.3 the Tenant being an individual becomes bankrupt or
- 6.4 the Tenant being a company enters into liquidation whether compulsory or voluntary but not if the liquidation is for amalgamation or reconstruction of a solvent company or has a receiver appointed or
- 6.5 the Tenant enters into an arrangement for the benefit of its creditors or
- 6.6 the Tenant has any distress or execution levied on its goods

and where the Tenant is more than one person if and whenever any of the events referred to in this clause happens to any one or more of them the Landlord may at any time re-enter the Premises or any part of them in the name of the whole even if any previous right of re-entry has been waived and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this Lease including the breach in respect of which the re-entry is made

7. MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or warrant that the Premises may lawfully be used under the Planning Acts for local authority offices

7.2 Tenant's property

If after the Tenant has vacated the Premises at the end of the Term any property of its remains in or on the Premises and it fails to remove it within 28 days after a written request from the Landlord to do so or if the Landlord is unable to make such a request to the Tenant within 28 days from the first attempt to make one then the Landlord may sell that property as the agent of the Tenant. The Tenant must indemnify the Landlord against any liability incurred by the Landlord to any third party whose property is sold by it in the mistaken belief held in good faith which is to be presumed unless the contrary is proved that the property belonged to the Tenant. If having made reasonable efforts to do so the Landlord is unable to locate the Tenant then the Landlord may retain the proceeds of sale absolutely unless the Tenant claims them within two months of the date upon which he vacated the Premises. The Tenant must indemnify the Landlord against any damage occasioned to the Premises and any losses caused by or related to the presence of the property in or on the Premises

7.3 Compensation on vacating excluded

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises is excluded to the extent that the law allows

7.4 Notices

7.4.1 Form and service of notices

A notice under this Lease must be in writing and unless the receiving party or his authorised agent acknowledges receipt is valid if and only if

7.4.1.1 it is given by hand sent by registered post or recorded delivery or sent by fax provided a confirmatory copy is given by hand or sent by registered post or recorded delivery on the same day and

7.4.1.2 it is served

(a) where the receiving party is a company incorporated within Great Britain at the registered office

(b) where the receiving party is the Tenant and the Tenant is not such a company at the Premises and

(c) where the receiving party is the Landlord at the Landlord's address shown in this Lease

7.4.2 Deemed delivery

7.4.2.1 *By registered post or recorded delivery*

Unless it is returned through the Royal Mail undelivered a notice sent by registered post or recorded delivery is to be treated as served on the third working day after posting whenever and whether or not it is received

7.4.3 Joint recipients

If the receiving party consists of more than one person a notice to one of them is notice to all

7.5 Disputes with adjoining occupiers

If any dispute arises between the Tenant and the tenants or occupiers of any adjoining property of the Landlord in connection with the Premises and any of that adjoining property it is to be decided by the Landlord or in such manner as the Landlord directs

7.6 Third Party Rights

A person who is not a party to this Lease has no right to enforce any term of this Lease under

the Contracts (Right of Third Parties) Act 1999 and the parties to this Lease do not intend that any third party rights are created by this Lease

7.7 Landlord's Break Clause

If the Landlord or the Tenant desire to determine this Lease at any time after the expiry of the sixth month of the Term and of such desire shall give the other party at least three months' previous notice in writing then upon expiration of such notice the Term shall immediately cease and determine but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of any covenant or condition herein contained

7.8 Exclusion of the 1954 Act ss 24-28

7.8.1 On _____ 2007 the Landlord served notice on the Tenant pursuant to the provisions of the 1954 Act Section 38A(3) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 and on _____ 2007 the Tenant made a statutory declaration pursuant to Schedule 2 of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

7.8.2 Pursuant to the provisions of the 1954 Act Section 38(A)(1) as inserted by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 the parties agree that the provisions of the 1954 Act Sections 24-28 inclusive are to be excluded in relation to the tenancy created by this Lease

7.9 Torbay Borough Council as a public authority

For the avoidance of doubt nothing herein contained or implied shall in any way prejudice or affect the rights powers duties and obligations of the Council of the Borough of Torbay in the exercise of its functions as a local authority and the rights powers duties and obligations of the said Council under all public and private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Premises as if they were not the owner of

the freehold interest in the Premises and as if this Lease had not been executed by it

7.10 Rights and easements

The operation of the Law of Property Act 1925 section 62 is excluded from this Lease. The only rights granted to the Tenant are those expressly set out in this Lease and the Tenant is not to be entitled to any other rights affecting any adjoining property of the Landlord

7.11 Covenants relating to adjoining property

The Tenant is not to be entitled to the benefit of or the right to enforce or prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord in respect of any adjoining property of the Landlord

7.12 Effect of Waiver

Each of the Tenant's covenants is to remain in full force both at law and in equity even if the Landlord has waived or released that covenant or waived or released any similar covenant affecting any adjoining property of the Landlord

7.13 Entire understanding

This Lease embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this Lease

7.14 Exclusion of liability

The Landlord is not to be responsible to the Tenant or to anyone at the Premises or the Building expressly or by implication with the Tenant's authority for any accident happening or injury suffered or for any damage to or loss of any chattel sustained in the Premises or on the Building

IN WITNESS whereof this Deed has been executed the day and year first
before written

SCHEDULE 1 : THE PREMISES

The expression 'the Premises' includes

- 1.1 the floor and ceiling finishes but not any other part of the floor slabs or timbers and ceiling slabs or timbers that bound the Premises
- 1.2 the inner half severed medially of the internal non-loadbearing walls that divide the Premises from any other premises
- 1.3 the interior plaster and decorative finishes of all walls bounding the Premises
- 1.4 the doors and windows and door and window frames including the glass therein at the Premises
- 1.5 all additions and improvements to the Premises
- 1.6 all the landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Premises whether originally fixed or fastened to or on the Premises or otherwise except any fixtures installed by the Tenant that can be removed from the Premises without defacing them
- 1.7 the Conduits exclusively serving the Premises

but excludes the roof and the roof space the foundations and all external structural or loadbearing walls columns beams and supports. Unless the contrary is expressly stated 'the Premises' includes any part or parts of the Premises

SCHEDULE 2 : THE RIGHTS GRANTED

2.1 Right to use the Common Parts

The right subject to temporary interruption for repair alteration rebuilding or replacement for the Tenant and all persons expressly or by implication authorised by it in common with the Landlord and all other persons having a like right to use at such times as they are open appropriate areas of the Common Parts for all proper purposes in connection with the use and enjoyment of the Premises

2.2 Passage and running through the Adjoining Conduits

The right subject to temporary interruption for repair alteration or replacement to the free

passage and running of all services through the appropriate Adjoining Conduits in common with the Landlord and all other persons having a like right

2.3 Support and protection

The right of support and protection for the benefit of the Premises that is now enjoyed from all other parts of the Building

2.4 Right to use toilets

The right for the Tenant and all persons expressly or by implication authorised by it in common with the Landlord and all other persons having a like right to use such toilets in the Building as are from time to time designated by the Landlord

SCHEDULE 3 : THE RIGHTS RESERVED

3.1 Passage and running through the Conduits

The right to the free and uninterrupted passage and running of all appropriate services or supplies from and to other parts of the Building or any adjoining property of the Landlord in and through the Conduits and through any structures of a similar use or nature that may at any time be in over or under the Premises

3.2 Construction of Conduits

The right to construct and to maintain at any time any pipes sewers drains mains ducts conduits gutters watercourses wires cables laser optical fibres data or impulse transmission communication or reception systems channels flues and other necessary conducting media for the provisions of services or supplies including any fixings louvres cowls and any other ancillary apparatus for the benefit of any other part of the Building or any adjoining property of the Landlord making good any damage caused by the exercise of the right

3.3 Access

3.3.1 Access to inspect

The right at any time reasonable times on reasonable notice except in emergency to

enter or in emergency to break into and enter the Premises

- 3.3.1.1 to inspect the condition and the state of repair of the Premises
- 3.3.1.2 to inspect clean connect with repair remove replace with others alter or execute any works whatever to or in connection with the conduits easements supplies or services referred to in paragraphs 3.1 and 3.2
- 3.3.1.3 to view the state and condition of and cleanse redecorate repair maintain alter remove renew or rebuild any other premises belonging to the Landlord or to repair or restore the support shelter and protection to which any other parts of the Building are entitled where such viewing or work would not otherwise be reasonably practicable
- 3.3.1.4 to carry out work to do anything whatever that the Landlord is obliged to do under this Lease
- 3.3.1.5 to take schedules or inventories of fixtures and other items to be yielded up at the end of the Term and
- 3.3.1.6 to exercise any of the rights granted to the Landlord by this Lease

3.4 Support

The rights of light air support protection shelter and all other easements and rights at the date of this Lease belonging to or enjoyed by other parts of the Building

3.5 Right to erect new buildings

Full right and liberty at any time to build on develop deal with and use any adjoining property of the Landlord (including without limitation altering or raising the height of any building thereon) in such manner as the Landlord thinks fit even if doing so obstructs or interferes with the amenity of or the access to the Premises or the passage of light and air to the Premises

SCHEDULE 4 : THE COVENANTS

4.1 Use

4.1.1. Use as offices

The Tenant must not use the Premises for any purpose other than for local authority offices

4.1.2 Cesser of business

The Tenant must not cease carrying on business in the Premises or leave the Premises continuously unoccupied for more than 1 month without notifying the Landlord

4.1.3 Noxious discharges

The Tenant must not discharge into any of the Conduits or the Adjoining Conduits any oil grease or other deleterious matter or any substance that might be or become a source of danger or injury to the drainage system

4.1.4 Window cleaning

The Tenant must clean both sides of the windows and window frames in the Premises at least once every month

4.2 Ceiling and floor loading

4.2.1 Heavy items

The Tenant must not bring onto or permit to remain on the Premises any safes machinery goods or other articles that will or may strain or damage the Premises or any part of them

4.2.2. Protection of ceilings

The Tenant must not without the consent of the Landlord suspend anything from any ceiling on the Premises

4.3 Common Parts

4.3.1 Care of the Common Parts

The Tenant must not cause the Common Parts to become untidy or dirty

4.3.2 Display of goods outside

The Tenant must not display or deposit anything whatsoever outside the Premises for display or sale or for any other purpose or cause any obstruction of the Common Parts

4.4 Machinery

4.4.1 Noisy machinery

The Tenant must not install or use in or on the Premises any machinery or apparatus other than usual office machinery that will cause noise or vibration that can be heard or felt in nearby premises or outside the Premises or that may cause structural damage

4.5 Regulations

The Tenant must comply with all reasonable regulations made by the Landlord from time to time for the management of the Building provided that nothing in the regulations may purport to amend the terms of this Lease and in the event of any inconsistency between the terms of this Lease and the regulations the terms of this Lease are to prevail

SCHEDULE 5 : THE SUBJECTIONS

The covenants contained in an Indenture dated 22nd December 1900 made between (1) Herbert Walter Nelson and (2) The County Council of the Administrative County or Devon

EXECUTED as a DEED by affixing)
THE COMMON SEAL of THE COUNCIL OF THE)
BOROUGH OF TORBAY in the presence of :-)

Proper Officer
and Authorised Signatory

EXECUTED as a DEED by affixing)
THE COMMON SEAL of BRIXHAM PARISH)
COUNCIL in the presence of :-)

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