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PRESCRIBED CLAUSES

LR1. Date of lease	2017
LR2. Title number(s)	LR2.1 Landlord's title number(s) <i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i> MM 50345 LR2.2 Other title numbers <i>Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</i>
LR3. Parties to this lease	Landlord The Council of the City of Coventry Council House Earl Street Coventry CV1 5RR Lessee []
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. All that building and land known as 757 Foleshill Road and known as "Foleshill Community Centre" in the City of Coventry more particularly described in the "Definitions" section 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. N/A LR5.2 This lease is made under, or by reference to, provisions of: N/A
LR6. Term for which the Property is leased	From and including [] 2017 To and including [] [2027]
LR7. Premium	N/A
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 Lessee'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
	N/A
	LR9.2 Lessee's covenant to (or offer to) surrender this lease
	N/A
	LR9.3 Landlord's contractual rights to acquire this lease
	N/A
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
	First Schedule
	LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property
	Second Schedule
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]
	N/A
LR14. Declaration of trust where there is more than one person comprising the Tenant	The Lessee is more than one person. They are to hold the Property on trust for themselves as joint tenants.
	<i>OR</i>
	The Lessee is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.
	<i>OR</i>
	The Lessee is more than one person. They are to hold the Property on trust N/A

THIS LEASE is dated

2017

]

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF COVENTRY** of Council House Earl Street Coventry CV1 5RR ("the Council")

(2) [] whose registered office is situate at (Co Reg No.) ("the Lessee")

A. **DEFINITIONS**

In this Lease the following words and expressions shall have the meanings assigned to them hereunder:-

"**the Director**" shall mean the Executive Director of Place for the time being of the Council

"**the Insurance Rent**" shall mean the annual sum amounting to [] pounds (£) (subject to the provisions of clause 2.21 hereof) in respect of the Council's obligation pursuant to clause 3.1 hereof

"**Insured Risks**" means fire lightning explosion aircraft riot civil commotion malicious persons earthquake subterranean fire storm tempest flood escape of water impact by vehicle or animal theft and subsidence and any other risks against which the Council decides to insure against from time to time and Insured Risk means any one of the Insured Risks

"**the Plan**" shall mean the Plan annexed hereto

"**the premises**" shall mean all that plot of land and premises situated at 757 Foleshill Road in the City of Coventry and known as Foleshill Community Centre shown edged red on the Plan annexed hereto and includes the following:-

- the whole of the building forming part of the premises
- all external areas including car parking areas landscaped and grassed areas and fencing
- all plant fixed machinery and fixtures
- all conduits exclusively serving the premises

but the expression includes no airspace above the height at the top of the buildings which at the date hereof are situate upon the premises

"**the Renewal Date**" shall mean 1st day of December in each year of the Term

"**the Term**" shall mean the term of years created by Clause 1 hereof [and any continuation or extension of it whether by agreement operation of law or otherwise]

"**Value Added Tax**" shall mean all and any monies payable pursuant to the provisions of this Lease (whether reserved as rent or otherwise) shall be deemed to be exclusive of Value Added Tax ("VAT") and where such money is or the supply relating thereto shall be or become liable to VAT then such VAT shall be payable in addition to the said monies

B. **INTERPRETATION**

- (a) The Clause headings hereto do not affect the interpretation of this Deed
- (b) The expression "the Lessee" shall include its successors in title and assigns
- (c) The expression "the Council" shall where the context so admits include the person for the time being entitled to the reversion expectant upon the determination of the Term
- (d) The expression "person or persons" shall include a body corporate or firm
- (e) Words imparting the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expression "the Council" or "the Lessee" covenants expressed to be made by "the Council" or "the Lessee" (as the case may be) shall be deemed to be made by such persons jointly and severally
- (f) All references herein to statutes statutory instruments rules orders and regulations or the like shall (unless otherwise stated) include any re-enactments or modifications thereof and those made in substitution or replacement or any which are repealed
- (g) Each covenant by the Lessee not to do any act or thing shall be deemed to include a covenant not to permit or suffer that act or thing to be done
- (h) This Lease is a new tenancy for the purpose of the Landlord and Tenant (Covenants) Act 1995

1. **OPERATIVE PART**

In consideration of the rents reserved and of the covenants by the Lessee herein contained the Council demise unto the Lessee with full title guarantee ALL THAT the premises Together with the rights of way described in the First Schedule EXCEPT AND RESERVED unto the Council their licensees tenants and all persons authorised by them the rights specified in the Second Schedule TO HOLD the same to the Lessee from and including the [] 2017 up to and including [] 2027 PAYING THEREFOR throughout the Term the following yearly rents:-

- 1.1 The rent of a peppercorn (if demanded)
- 1.2 The Insurance Rent in accordance with Clause 2.21 hereof

2. **LESSEE'S COVENANTS**

The Lessee covenants with the Council as follows:-

2.1 **VALUE ADDED TAX**

To pay and keep the Council indemnified against all VAT which may from time to time be charged on the rents or on any other monies payable by the Lessee under this Lease

2.2 **TO PAY OUTGOINGS**

At all times during the Term to pay and indemnify the Council against all rates taxes duties charges assessments and outgoings whatsoever which now are or may at any time hereafter be

charged or imposed on or payable in respect of the premises or any additions or improvements thereto or on the owner or occupier in respect thereof and being of an annual or other periodically recurring nature other than taxes and assessments duties and charges arising from a disposition of the reversion or from the receipt of rents

2.3 ELECTRICITY GAS AND OTHER SERVICES CONSUMED

To pay to the suppliers and to indemnify the Council against all charges for electricity gas water and other services consumed or used at or in relation to the premises (including meter rents) where a separate supply is provided for the premises

2.4 ALTERATIONS OR ADDITIONS TO THE PREMISES

Not at any time during the Term:-

- 2.4.1 to commit any waste upon the premises
- 2.4.2 to make any structural alterations or additions to the premises
- 2.4.3 to make any non-structural additions or alterations to the premises or which materially affect the external appearance of the premises unless permitted by this Clause without first:-
 - 2.4.3.1 obtaining and complying with all necessary consents of any competent authority and paying all charges in respect of such consents including the prior written consent of the Council and
 - 2.4.3.2 providing the Council with drawings and where appropriate specification/bills of quantities (whichever is appropriate) in duplicate and
 - 2.4.3.3 paying the reasonable costs of the Council and its professional advisors in connection with any consent required

PROVIDED THAT it is agreed (if reasonably required by the Council to do so) any non-structural alterations or additions carried out by the Lessee to the premises pursuant to sub-clause 2.4.3 hereunder shall be reinstated upon the expiration or sooner determination of the Term at the Lessee's own cost and expense and to the Council's reasonable satisfaction

2.5 REPAIRS DECORATION AND DELIVERY UP ON TERMINATION

- 2.5.1 At all times during the Term to keep the premises in good and substantial repair and condition to the Council's satisfaction and to deliver up the same in such good and substantial repair and condition to the Council at the expiration or sooner determination of the Term in due compliance by the Lessee with its covenants and obligations under this Lease
- 2.5.2 To keep that part of the premises which is not built upon in a clean and tidy condition to the Council's reasonable satisfaction
- 2.5.3 To keep all landscaped and grassed areas (including any trees thereon) in a cultivated and neat condition at all times during the Term

2.5.4 At regular intervals throughout the Term (being at least once in every five years) the Lessee shall (at its own cost and expense) arrange for all and any trees within the premises to be properly inspected and maintained (including the carrying out of any required remedial works recommended following an inspection) in order to minimise the likelihood of a dangerous event occurring Such inspections should be carried out by a suitably qualified person (being a person who holds a National Qualification Framework Level 3 qualification in arboriculture in addition to the LANTRA Professional Tree Inspection Certificate)

2.5.5 To decorate and keep the interior and exterior of the premises decorated to a high standard in colours previously approved in writing by the Council (in any event not less frequently than once in any period of three years) and also to the Council's specification in the last six months of the Term however the same may be determined

2.6 **RIGHTS OF LIGHT AND ENCROACHMENTS**

2.6.1 Not to stop-up darken or obstruct any windows or light belonging to the premises

2.6.2 Not to permit any new window light opening doorway path passage drain or other encroachment or easement to be made or acquired in against out of or upon the premises and if any such window light opening path passage drain or other encroachment or easement shall be made or acquired or attempted to be made or acquired to give immediate notice to the Council and at the request of the Council to adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement

2.7 **TAKING INVENTORIES**

To permit the Council or their servants or agents within the last year of the Term so often as may be reasonably necessary and at reasonable times upon prior reasonable notice to enter upon the premises for the purpose of taking inventories of any Council's fixtures and things to be yielded up at the expiration of the Term

2.8 **TO REPAIR ON NOTICE**

To permit the Council and persons authorised by them at all reasonable times to enter and view the state of repair and condition of the premises and if any decays defects or wants of reparation that are the responsibility of the Lessee shall be found notice thereof in writing shall be given to the Lessee whereupon the Lessee will repair and amend the said decays defects and wants of reparation accordingly within three months of the date of such notice (or sooner if requisite) or within such longer period as the Council may approve such approval not to be unreasonably withheld and if the Lessee shall not comply with such notice within the specified period then to permit the Council to enter upon the premises and execute such repairs and the cost shall be a debt due from the Lessee to the Council and be forthwith recoverable by action

2.9 **USER OF PREMISES**

To use the premises as [a community centre only]

2.10 **NUISANCE**

2.10.1 Not to use or occupy or permit or suffer to be converted used or occupied the premises or any part thereof for any illegal or immoral purpose or for any noisy noxious offensive

or dangerous trade or business and not to do or permit or suffer to be done on the premises anything which may be or become a nuisance or annoyance to the Council or to the owners lessees or occupiers of any adjoining property or the neighbourhood

2.10.2 Not to hold or permit to be held any sale by auction or car boot at the premises unless the Lessee has obtained the prior written consent of the Council

2.11 **INTOXICATING LIQUORS**

Not to use or permit or suffer the premises or any part thereof to be used for the purpose of the sale manufacture supply or distribution of ale beer wines or spirits or any other intoxicating liquors or for the purpose of any club at which intoxicating liquors are sold or consumed

2.12 **SIGNS**

2.12.1 Not to affix or display or permit to be affixed or displayed on the exterior of the premises any mast pole or television aerial without the prior approval of the Council

2.12.2 The Lessee may indicate by way of a sign or nameplate to be approved by the Council (such approval not to be unreasonably withheld) indicating the name of the Lessee and the nature/type of business carried on by the Lessee at the premises

2.13 **FUMES AND INFLAMMABLE SUBSTANCES**

2.13.1 Not to install in or upon the premises any paraffin burning apparatus whether for heating purposes or otherwise nor cause or permit any smoke effluvia vapour grit smells or odours from any apparatus on the premises

2.13.2 On a written notice being served on the premises by the Council requiring the abatement of any emission of smoke effluvia vapour grit smell or odour forthwith to abate such emission accordingly

2.13.3 In all respects to comply with the provisions of all statutes and any other obligations imposed by law in regard to licensing and the carrying on of the business by the Lessee on the premises and to observe all statutory provisions and regulations (including insurance requirements) with regard to the storage and use of any explosive or inflammable oils or substances in or upon the premises

2.14 **STORAGE OF GOODS**

Not to store any goods or waste materials except within the building forming part of the premises or within a receptacle approved by the Council stored outside the premises

2.15 **NOT TO DEPOSIT MATERIALS ON HIGHWAYS**

Not to deposit or cause to be deposited any materials or rubbish on any highway road footpath forecourt nor to open up or disturb or cause to be opened up or disturbed the soil or surface thereof except for the purpose of laying or repairing drains or gas or water pipes or subterranean conductors of electricity to the premises in any of which cases the surface shall after the completion of the laying or repairing be forthwith made good by the Council at the expense of the Lessee and shall be recovered as part of the due proportion

2.16 **AS TO USE OF SEWERS DRAINS ETC**

2.16.1 Not to allow to pass into the sewers drains or watercourses serving the premises or any adjoining or neighbouring land or premises any noxious or deleterious effluent or other substance which may cause an obstruction in or injure the said sewers drains or watercourses and in the event of any such obstruction or injury forthwith to make good such damage to the satisfaction of the Council and if the Lessee fails to make good any damage the Council may remedy such default and recover the cost from the Lessee as a debt due

2.16.2 Not to empty or discharge water from the premises into any adjoining gullies roadways or walkways

2.17 **STATUTORY REQUIREMENTS**

To comply with the terms of every act of Parliament order regulation byelaw rule licence and registration authorising or regulating how the premises are used (including for the avoidance of doubt the Disability Discrimination Act 2005 and the Control of Asbestos Regulations 2006) and to obtain renew and continue any licence or registration which is required and do any work to the premises which any authority acting under an act of Parliament requires

2.18 **FIRE**

At all times during the Term to comply with the Regulatory Reform (Fire Safety) Order 2005

2.19 **INSURANCE**

Not to do or permit or suffer to be done anything whereby the policy or policies of insurance on the premises against loss or damage by the Insured Risks may become void or voidable or whereby the premium thereof may be increased and to repay to the Council all sums paid by them by way of increased premiums and all expenses incurred by them in or about any renewal of such policy or policies rendered necessary by a breach or non-observance of this covenant or arising from any addition extension or improvement carried out to the premises by the Lessee resulting in an increased premium being payable by the Council

2.20 **NOT TO EFFECT INSURANCE**

Not without the consent in writing of the Council to effect any insurance of the premises or any part thereof other than insurance referred to in sub-clause 2.21.1

2.21 **INSURANCE RENT**

2.21.1 The Lessee shall pay to the Council:

2.21.1.1 the Insurance Rent within twenty-eight (28) days of written demand

2.21.1.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy and

2.21.1.3 any costs that the Council incurs in obtaining a valuation of the premises for insurance purposes

- 2.21.2 The Lessee shall:
- 2.21.2.1 give the Council notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the premises
 - 2.21.2.2 not do or omit anything as a result of which any policy of insurance of the demised premises or any neighbouring property may become void or voidable or otherwise prejudiced or the payment of any policy money may be withheld nor (unless the Tenant has previously notified the Council and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable
 - 2.21.2.3 comply at all times with the requirements and recommendations of the insurers relating to the premises and the use by the Lessee of the demised premises
 - 2.21.2.4 give the Council immediate notice of the occurrence of any damage or loss relating to the premises arising from an Insured Risk or of any other event that might affect any insurance policy relating to the premises
 - 2.21.2.5 not effect any insurance of the premises (except any plate glass at the premises) and the Tenant's covenants but if it becomes entitled to the benefit of any insurance proceeds in respect of the premises) (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Council and
 - 2.21.2.6 pay the Council an amount equal to any insurance money that the insurers of the demised premises refuse to pay by reason of any act or omission of the Lessee or any undertenant their workers contractors or agents or any person at the premises with the actual or implied authority of any of them
- 2.21.3 The Insurance Rent shall be subject to increase in accordance with any increase in the costs to the Council of insuring the premises under clause 3.1 with effect from the Renewal Date
- 2.21.4 The Council shall notify any increase in the Insurance Rent to the Lessee in writing within a reasonable time of the Renewal Date and the Lessee shall continue to pay the Insurance Rent together with any such increase throughout the remainder of the Term subject to further Renewal Dates
- 2.22 **OTHER INSURANCE**
- 2.22.1 To insure and keep insured the fixtures and fittings equipment plate glass and other glass in the windows and doors of the premises
 - 2.22.2 To insure under a fully comprehensive Public Liability Policy/Policies with adequate cover sufficient to fully indemnify and keep indemnified the Council against all liability damage losses costs actions demands claims expenses and proceedings made against or suffered by the Council arising directly or indirectly out of the Lessee's use and occupation of the premises or any act or omission of the Lessee or any breach or non-observance by the Lessee of the covenants conditions or other provisions of this Lease and the Council shall be entitled to call for such policies and the last receipts for premiums paid thereon to be produced for inspection when required

2.22.3 To adequately insure against loss or damage the contents stock and fixtures and fittings in the premises

2.23 **ALIENATION**

2.23.1 The Lessee shall not at any time during the Term:-

2.23.1.1 Assign the whole or any part of the premises

2.23.1.2 Sublet the whole of the premises

2.23.1.3 Charge the whole of any part of the premises

2.23.1.4 Sharing Use and Occupation:-

It is agreed that the Lessee may occasionally hire part or parts of the premises with a third party provided that any such hiring:-

- does not create a legal interest on the premises and no landlord and tenant relationship is thereby created
- is for the benefit of the Lessee's delivery of the permitted user pursuant to clause 2.9 hereof
- is properly documented by the completion of a formal "Hiring Agreement" to be prepared and agreed between the Lessee and the hirer

2.23.1.5 Subletting

The Lessee may sublet a part of the premises during the Term provided that:-

- the prior written consent of the Council is obtained (such consent not to be unreasonably withheld or delayed)
- the sub-lease is excluded from the security of tenure afforded by Section 24-28 (inc) of the Landlord and Tenant Act 1954 Part II
- the length of the term is less than the residue of the Term remaining unexpired
- only one subletting of part is created at any time during the Term
- the Lessee shall register the sub-lease with the Council within twenty-eight (28) days of the completion of the sub-lease and shall provide to the Council a certified copy of the sub-lease together with a cheque for the sum of forty pounds (£40.00) being the registration fee incurred by the Council in registering the sub-lease

2.24 **STORAGE OF REFUSE OR WASTE**

2.24.1 Not to permit the storage of any refuse or waste materials except within the premises and in particular not to deposit such refuse or waste materials or any liquid escaping therefrom upon the roads forecourts or vehicle parking areas and in default thereof the

Council shall have the right to remove such refuse or waste materials at the cost and expense of the Lessee and recover the cost incurred as a debt due

2.24.2 To cover or deposit in containers any refuse or waste materials which may cause damage to the premises under the control of the Council and not to deposit any refuse or waste materials of a dangerous or noxious nature

2.24.3 To secure the removal of any waste materials at regular intervals

2.25 **NOTICE BOARDS BEFORE EXPIRY OF TERM**

To permit the Council or their agents at any time within three months next before the expiration or sooner determination of the Term to enter upon the premises and to affix upon any suitable part thereof notice boards or bills for reletting or selling the same and not to remove or obscure the same and to permit all persons authorised in writing by the Council or their agents to view the premises at reasonable hours in the daytime without interruption

2.26 **COSTS**

To pay and indemnify the Council against all liability costs fees charges disbursements and expenses connected with incidental to consequent upon and (where appropriate) in contemplation of the following:-

2.26.1 the preparation and completion of this Lease and a counterpart thereof together with stamp duty payable thereon and such costs as aforesaid on the grant of any new lease which may be granted by the Council after the expiry of the Term hereof [whether such new lease is granted pursuant to the terms of the Landlord and Tenant Act 1954 or otherwise]

2.26.2 the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

2.26.3 the enforcement of any breach of covenant or obligation during and upon the determination of the tenancy

2.26.4 any application for consent to a deed of variation or to any consent or approval granted by the Council pursuant to this Lease whether or not such consent is granted or acted upon

2.26.5 costs incurred during arbitration pursuant to Clause 4.3 hereof having regard to the arbitrator's decision

2.26.6 abating a nuisance which the Lessee fails to abate

2.26.7 a schedule of dilapidations during the Term or after determination of the Term

2.27 **PLANS DOCUMENTS AND INFORMATION**

If called upon to do so to produce to the Council all plans documents and other evidence as the Council may reasonably require in order to satisfy themselves that the provisions of this Lease have been complied with

2.28 DEFECTIVE PREMISES

To give notice to the Council of any defect in the premises which might give rise to an obligation on the Council to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Council pursuant to the Defective Premises Act 1972 or otherwise and at all times to display and maintain all notices which the Council may from time to time reasonably require to be displayed at the premises

2.29 PERMISSION TO BRING ACTION

To permit the Council to use the name of the Lessee to bring any action or proceedings which the Council may deem proper to be brought or taken in order to prevent the acquisition of any easement or to prevent any other injury to the premises or the reversion of the Council by the owner lessee or occupier of any adjacent land or building and not to hinder obstruct withdraw or stay any proceedings so taken upon the Council giving to the Lessee an indemnity against all damages costs expenses by reason of such action or proceedings

2.30 NOTICES

Upon the receipt of any notice order direction or other matter affecting or likely to affect the premises (whether the same shall be served directly on the Lessee or not) the original or a copy thereof shall be provided to the Council and the Lessee shall at the request of the Council take such action or make such representations to the notice order or direction as the Council deems expedient

2.31 REGISTRATION PROCEDURE

2.31.1 Within four weeks of the date of this Lease to make a proper application to the Land Registry for registration of the Lessee's title to this Lease and to deal promptly and properly with any requisitions raised by the Land Registry

2.31.2 Within two weeks of completion of the registration of this Lease to supply an Official copy of the register and the title plan to the Council

2.31.3 Within four weeks of the end of the Term (and notwithstanding that the Term has ended) to make a proper application to the Land Registry for and to use best endeavours to achieve cancellation of:

- (a) the registration of the Lessee's title to this Lease; and
- (b) any notice of this Lease and any rights created by this Lease which are registered or noted against the Council's registered title (if applicable)

and to produce to the Council evidence of such cancellation within two weeks of the date of such cancellation

3. COUNCIL'S COVENANTS

The Council hereby covenant with the Lessee (but not so as to bind or impose any liability upon the Council after the Council has parted with the reversion immediately expectant on the Term) as follows:-

3.1 INSURANCE BY COUNCIL

To keep insured the premises excluding all the plate and other glass (unless the insurance thereon shall be made void through or by reason of the act or default of the Lessee) against loss or damage by the Insured Risks in some insurance office or with underwriters of repute in a sum sufficient to cover the cost of completely reinstating the premises in the event of total destruction together with architect's and surveyor's fees and to pay all premiums necessary for that purpose such premiums being recovered from the Lessee in accordance with Clause 2.21 hereof and in case of damage by an Insured Risk to the premises (unless any monies otherwise payable under a policy shall be refused by reason of any act or default of the Lessee to rebuild or reinstate the premises with all practicable speed unless the rebuilding or reinstatement is prevented for any reason beyond the control of the Council in which event all the insurance monies belong to the Council

3.2.1 The Council's obligations to insure is subject to:-

- any exclusions limitations excesses and conditions that may be imposed by the insurers and
- insurance being available in the London insurance market on reasonable terms acceptable to the Council

3.2 QUIET ENJOYMENT

The Lessee paying the rent hereby reserved and observing and performing the several covenants conditions stipulations and agreements herein contained and on his part to be observed and performed shall peaceably enjoy the premises during the Term without interruption from or by the Council or any person rightfully claiming through or under them

4. AGREEMENT AND DECLARATION

PROVIDED ALWAYS and it is hereby agreed as follows:-

4.1 RE-ENTRY

If the rent hereby reserved or any part thereof shall be in arrear for at least twenty-one days next after any of the days when the same ought to be paid as aforesaid (whether the same shall have been legally demanded or not) or if there shall be any breach or non-observance of any of the covenants by the Lessee herein contained or if the Lessee shall make any assignment for the benefit of his creditors or enter into any agreement or make any arrangement with his creditors for liquidation of his debts by composition or otherwise or if any assignee of the Lessee being a Company shall be wound up either compulsorily or voluntarily (except for reconstruction or amalgamation) then and in any such case it shall be lawful for the Council to re-enter upon the premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the Council's right of action or remedy in respect of unpaid rent or any antecedent breach or non-observance of any of the Lessee's covenants herein contained

4.2 DISPUTES BETWEEN ADJOINING LESSEES

Any dispute arising as between the Lessee and the licensees or tenants of any adjoining or neighbouring property belonging to the Council as to the nature and extent of any easement right or privilege in favour of or affecting the premises or adjoining or neighbouring property shall be

decided either by the Council whose decision shall be binding upon all parties to the dispute or shall be settled in such manner as the Council shall direct

4.3 ARBITRATION

Any disputes or differences arising as between the Council and the Lessee as to his respective rights duties or obligations or (subject to the provisions of sub-clause 4.2 hereof) as to any other matter arising out of or in connection with this Lease shall (unless hereinbefore provided to the contrary) be referred to an independent surveyor to be agreed between the parties hereto and in default of such agreement to be appointed by the President or his deputy of the Royal Institution of Chartered Surveyors PROVIDED THAT where a dispute or difference involves a legal interpretation as to any matter arising out of or in connection with this Lease then the Council in their sole discretion may require a conveyancing expert to determine the matter such expert to be agreed between the parties hereto or in default of agreement to be appointed by the President or his deputy for the time being of the Law Society or the successors of that body the expert to act as a single arbitrator in accordance with the provisions of the Arbitration Act 1996

4.4 NOTICES

Any notice decision direction approval authority permission or consent which may be given by the Council to the Lessee under this Lease shall be valid and effectual if signed by the Director or other duly authorised officer for the time being of the Council and shall be deemed to have been validly served on or conveyed to the Lessee if sent by prepaid post to the Lessee at the address specified herein or such other address for the service as the Lessee may from time to time notify in writing to the Director or other duly authorised officer or if left addressed to the Lessee at the premises and any notice sent to the Council may be sent to either the Council House Earl Street Coventry or CC4 Tower Block Much Park Street

4.5 ADJOINING COUNCIL LAND

Nothing herein contained or implied shall impose or be deemed to impose any restrictions on the use of any land or buildings of the Council not comprised in this Lease or give the Lessee the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant condition or stipulation entered into by any licensee or tenant of the Council in respect of property not comprised in this Lease or shall operate to prevent or restrict in any way the development of any land not comprised in this Lease or shall confer on the Lessee any estate or interest in the soil of the road or roads or footpaths of the Estate

4.6 COUNCIL'S STATUTORY POWERS

4.6.1 For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of their functions as a local authority and the rights powers duties and obligations of the 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 owners of the premises and as if this Lease had not been executed by them

4.6.2 That nothing in this Lease contained shall be deemed to be an act consent or approval of the Council in their capacity as a Local Authority or in any capacity other than as landlord and any acts consents or approvals on the part of the Council herein provided for shall be deemed to have been done or given by the Council only in their capacity of freeholders or the premises

4.7 **COMPENSATION**

Any statutory right of the Lessee to claim compensation from the Council whether on vacating the premises or otherwise is excluded to the extent that the law allows

4.8 **WAIVER**

Each of the Lessee's covenants shall remain in full force and effect both at law and in equity notwithstanding that the Council shall have waived or released temporarily or permanently revocably or irrevocably a similar covenant or similar covenants affecting adjoining or neighbouring premises belonging to the Council

4.9 **ENTIRE UNDERSTANDING**

This Lease and the Grant Aid Agreement embody the entire understanding of the parties relating to the premises or to any of the matters dealt with by any of the provisions of this Lease

4.10 **RIGHTS GRANTED**

Any rights which would pass by the operation of Section 62 of the Law of Property Act 1925 are expressly excluded

[4.11 **LANDLORD AND TENANT ACT 1954 (PART II)**

4.11.1 The Council and the Lessee hereby agree that the provisions of Sections 24 to 28 (inclusive) of the Landlord and Tenant Act 1954 (Part II) shall be excluded in relation to the tenancy created by this Lease and agree to contract out of these provisions

4.11.2 The Council has served upon the Lessee a notice in the form (or substantially in the form) as set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 dated day of 2017 ("the Notice") (a copy of which is annexed hereto)

4.11.3 The Lessee (or person authorised by the Lessee) has made a declaration in the form set out in paragraph 7 Schedule 2 of the aforesaid Order dated day of 2017 ("the Declaration") (a copy of which is annexed hereto)]

IN WITNESS whereof the Council and the Lessee have caused its respective Common Seals to be affixed to this Deed the day and year first hereinbefore written

THE FIRST SCHEDULE The Rights of the Lessee

The existing free passage and running (subject to temporary interruption for repair alteration/replacement) of water soil gas electricity and other supplies to and from the premises in and through the existing sewers drains pipes channels in on through or under the adjoining land of the Council

THE SECOND SCHEDULE
Rights reserved to the Council

1. The full and free right for the Council and their successors in title to build upon alter add to extend redevelop or otherwise use any part of the adjoining land or property now or formerly or hereafter belonging to the Council to the fullest extent as if this Lease had not been granted notwithstanding that such buildings or user may affect the access of light or air coming to the premises

- 2.1 The free flow of water soil gas electricity and other supplies from any adjoining land belonging to the Council through the sewers drains pipes and channels now or in future existing in or under the premises and the right to make connections with such sewers drains pipes and channels or any of them for the purpose of exercising such right

- 2.2 The right during the Term to create any easement or install or maintain any sewers pipes drains wires or channels in over or under the premises for the benefit of any adjoining or neighbouring land belonging to the Council

3. The right for the Council and their licensees and tenants for the time being of adjoining property belonging to the Council if so authorised in writing by the Council and their servants agents and workmen at all reasonable times after reasonable notice to enter on the premises for the purpose of executing any work on or in connection with such adjoining property which otherwise cannot be conveniently executed the person or persons exercising such right causing as little interference or damage to the premises as is reasonably practicable and making good all damage caused thereby

4. The right for the Council to affix and to maintain the same to any outer walls and on the exterior of the structure of the premises the following items:-
 - Any other street lighting fixtures and fittings
 - Traffic and other signs relating to the use of public roads and car parks
 - Apparatus for floodlighting purposes
 - Television equipment and ancillary mounting brackets
 - Transmission equipment cameras and wiring
 - Aerials
 - Dishes
 - Bird deterrent equipment
 - Scaffolding
 - Seasonal decorations
 - A sign indicating the Council's interest in the premises

Any other items which the Council in their sole discretion consider to be necessary to the area in which the premises are situated

SUBJECT to the Council in the exercise of the aforesaid rights causing as little damage and inconvenience to the premises as reasonably possible and making good to the reasonable satisfaction of the Lessee all damage (if any) caused to the premises

5. The right at any time throughout the Term to enter the premises to:-
 - 5.1 inspect cleanse connect lay repair remove relay replace with other alter or execute any works whatever in connection with the pipe sewer drains and channels referred to in Clause 2 of this Schedule
 - 5.2 carry out any work or do anything whatsoever comprised within the Council's obligations in this Lease or under any legislation whether or not the Lessee is obliged or liable to make a contribution
 - 5.3 exercise any of the rights granted to the Council by this Lease
 - 5.4 the right with any person acting as arbitrator pursuant to Clause 4.3 hereof to enter and to inspect the premises for all purposes connected with this Lease
 - 5.5 view the state and condition and repair of the premises
 - 5.6 take schedules or inventories of fixtures and fittings and other items to be yielded up on the expiration of the Term
6. The right of support and protection by the premises for such other parts of the adjoining land and property of the Council as requires such support and protection
7. From time to time during the Term the right (upon giving to the Lessee no less than two (2) months notice in writing) the right for the Council and its employees and visitors to use the whole or part of the premises as a polling station on dates and times as are necessary for the purposes of facilitating public voting during local general or European elections
8. From time to time during the Term the right for the Council to use the premises as an "Emergency Centre" in the event that there is a major incident in the City of Coventry that requires the use of buildings in cases of emergency provided that in such an event the Lessee will co-operate with the Council and use every effort to assist the Council's use of the premises notwithstanding any hiring arrangements that are in place for use of the premises at that time

The Common Seal of **THE COUNCIL OF THE CITY OF COVENTRY** was affixed to this Deed in the presence of:-

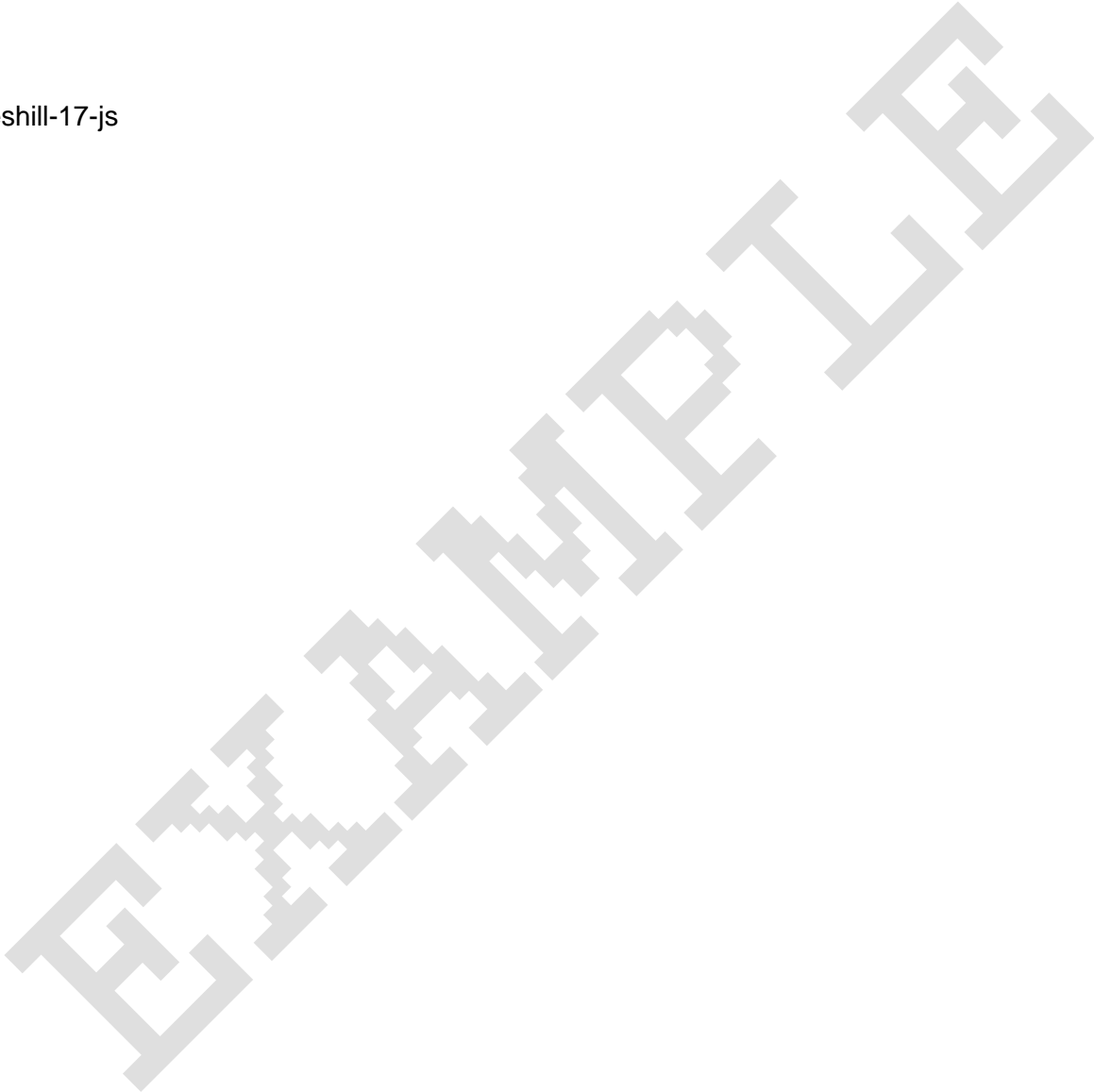
Authorised Signatory

The Common Seal of [] was affixed to this Deed in the presence of:-

Director

Director/Secretary

Foleshill-17-js



EXAMPLE

Dated

2015

**(1) The Council of the
City of Coventry**

(2) []

Lease

**Land and premises known as
Foleshill Community Centre at 757 Foleshill Road
in the City of Coventry**

Ref. L/JS/ RSN 15613

Rent: []

**From: day of 2015
To: day of 2025**

(Subject to the Lessee's Option to Determine)