

Dated _____ 202119

Counterpart Lease

relating to

Playing Fields at Burnham Overy Staithe

between

The Right Honourable Thomas Edward Coke Eighth Earl of Leicester

and

Burnham Overy Parish Council

Butcher Andrews
1 Old Post Office Street
Fakenham
Norfolk
NR21 9BL

Ref. ~~SET~~/31103

PRESCRIBED CLAUSES

LR1. Date of lease _____ 20~~21~~¹⁹

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NK407822

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

The Right Honourable Thomas Edward Coke Eighth Earl of Leicester of The Estate Office, Holkham, Wells-next-the-Sea, Norfolk, NR23 1AB

Tenant

Burnham Overy Parish Council for the attention of Sarah Raven, clerk to the Parish Council, 5 Wells Road, Burnham Overy Town, Norfolk, PE31 8HU

Other parties

Trustees

Anthony Nicholas George Duckworth-Chad, Damian Douglas Craik Riley-Smith and **Jonathan Robert Stewart Paul** all care of The Estate Office, Holkham, Wells-next-the-Sea, Norfolk, NR23 1AB

LR4. Property

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

See the definition of "Property" in clause 1.1 of this lease.

LR5. Prescribed statements etc.

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

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 as specified in this lease at clause 1.1 in the definition of "Contractual Term".

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements as specified in clause 3 of this lease.

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

The easements as specified in clause 4 of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

Agreed terms

1. Interpretation

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

Annual Rent: rent at an initial rate of £120.00 per annum and then as revised in accordance with the terms of this lease.

Base RPI Month: _____ 201__ (the month two months before the month in which this lease is completed).

Base Rent: £120.00 per annum.

Contractual Term: a term of forty (40) years from and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

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

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as land at Mill Road, Burnham Overy Town, King's Lynn, Norfolk registered at the date of this lease at the Land Registry with title number NK407822.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: playing fields and tennis courts as existing at the date of this lease, and car parking and village events only in accordance with clause 11.6.

Plan 1: the plan attached to this lease marked 'Plan 1'.

Plan 2: the plan attached to this lease marked 'Plan 2'.

Permitted Part: the tennis courts at the Property.

Property: the playing fields and tennis courts at New Road, Burnham Overy Staithe as shown edged red on Plan 1.

RPI: the Retail Prices Index or any official index replacing it.

Rent Payment Date: 1 January each year.

Review Dates: _____ 203129,
_____ 204139 and
_____ 205149 (the tenth, twentieth and thirtieth anniversaries of the date of this lease).

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

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in registers of title number NK407822.

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

- 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 to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term.
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to a statute or statutory provision or to any directive or legislative instrument of the European Union is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.10 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 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 Unless the context otherwise requires, any words following the term **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 terms preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.19 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.20 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.
- 1.21 A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

2. Grant

- 2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

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

- (a) the Annual Rent and all VAT in respect of it;
- (b) all interest payable under this lease; and
- (c) all other sums due under this lease.

3. Ancillary rights

Neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property nor any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:

- (a) the right to use and to connect into Service Media on the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;
- (b) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, roads and other rights of way or fences on the Property for the benefit of the Landlord's Neighbouring Property;
- (c) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;
- (d) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord has or acquires an interest during the term as the Landlord may think fit;

- (e) the right to fix to, and keep at, the Property any signs or sale or re-letting board as the Landlord reasonably requires;
- (f) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
- (g) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (h) the right to extract water from any watercourse on or beneath the surface of the Property;
- (i) the right to all timber and trees and to all mines, quarries and minerals and mineral substances and petroleum and its relative hydrocarbons and all stones, sand, brick-earth, clay, gravel and turf on, in or under the Property, with the right of access to cut, fell, work, process and carry away the same, the person exercising such rights making good all damage thereby caused or paying proper compensation for such damage.

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

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

6. Annual Rent and other payments

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it annually in advance on or before the Rent Payment Date and the first instalment shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, for the period from and including the date of this lease until the day before the next Rent Payment Date.
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or cheque or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.3 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property. If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoing payments payable at any time during the term in respect of the Property, its use and any works carried out there, except:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease;
 - (b) any taxes (other than VAT) payable by the Landlord by reason of the receipt of any of the rents due under this lease; or
 - (c) any costs or charges in respect of the chancel repair of St. Clements Church, Burnham Overy.
- 6.5 If any rates, taxes or other impositions and outgoing payments are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.

- 6.6 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with or in contemplation of the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.
- 6.7 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.
- 6.8 The Annual Rent and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Review of the Annual Rent

- 7.1 In this clause, the President is the President for the time being of the Royal Institution of Chartered Surveyors or a person acting on his behalf (**President**), and the Surveyor is the independent valuer appointed pursuant to clause 7.10 (**Surveyor**).
- 7.2 The Annual Rent shall be reviewed on each Review Date to equal the Annual Rent payable immediately before that Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater, the indexed rent determined pursuant to this clause.
- 7.3 The indexed rent for the Review Date shall be determined by multiplying the Base Rent by the All Items index value of the RPI for the month two months before the month in which the relevant Review Date falls, then dividing the product by the All Items index value of the RPI for the Base RPI Month.
- 7.4 The Landlord shall calculate the indexed rent and shall give the Tenant written notice of the indexed rent as soon as it has been calculated.
- 7.5 If the revised Annual Rent has not been calculated by the Landlord and notified to the Tenant on or before a Review Date, the Annual Rent payable

from the relevant Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after a revised Annual Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

- (a) the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been notified on or before the relevant Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Date on which parts of the shortfall would have been payable if the revised Annual Rent had been notified on or before the relevant Review Date and the date payment is received by the Landlord.

7.6 Time shall not be of the essence for the purposes of this clause.

7.7 Subject to clause 7.8, if there is any change to the methods used to compile the RPI, including any change to the items from which the All Items index of the RPI is compiled, or if the reference base used to compile the RPI changes, the calculation of the indexed rent shall be made taking into account the effect of this change.

7.8 The Landlord and the Tenant shall endeavour, within a reasonable time, to agree an alternative mechanism for setting the Annual Rent if either:

- (a) the Landlord or the Tenant reasonably believes that any change referred to in clause 7.7 would fundamentally alter the calculation of the indexed rent in accordance with this clause 7, and has given notice to the other party of this belief; or
- (b) it becomes impossible or impracticable to calculate the indexed rent in accordance with this clause 7.

This alternative mechanism may (where reasonable) include, or consist of, substituting an alternative index for the RPI. In default of agreement between the Landlord and the Tenant on an alternative mechanism for setting the Annual Rent, the Surveyor shall determine an alternative mechanism.

7.9 The Surveyor shall determine a question, dispute or disagreement that arises between the parties in the following circumstances:

- (a) where any question or dispute arises between the parties as to the amount of the Annual Rent payable or as to the interpretation, application or effect of any part of this clause 7; or

- (b) where the Landlord and the Tenant fail to reach agreement under clause 7.8.

The Surveyor shall have full power to determine the question, dispute or disagreement. When determining such a question, dispute or disagreement, the Surveyor may, if he considers it appropriate, specify that an alternative mechanism for setting the Annual Rent should apply to this lease, and this includes (but is not limited to) substituting an alternative index for the RPI.

- 7.10 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors. The Landlord and the Tenant may, by agreement, appoint the Surveyor at any time before either of them applies to the President for the Surveyor to be appointed.
- 7.11 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor's decision shall be given in writing. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 7.12 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 7.13 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
 - (a) dies;
 - (b) becomes unwilling or incapable of acting; or
 - (c) unreasonably delays in making any determination.

Clause 7.10 shall then apply in relation to the appointment of a replacement.

- 7.14 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, incurred by the Surveyor shall be payable by the Landlord and the Tenant in the proportions that the Surveyor directs (or if the Surveyor makes no direction, then equally). If the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor, the Landlord may pay that part and the amount it pays shall be a debt of the Tenant due and payable on demand to the Landlord. The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

8. Common items

- 8.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land.
- 8.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

9. Insurance

The Tenant shall at its own expense procure and maintain insurance in respect of all third party liability risks in relation to the Property with an insurance company to provide cover in respect of each and every claim of not less than £10 million or such higher sum as the Landlord may from time to time reasonably direct in writing. The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.

10. VAT

- 10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 10.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11. Use, repairs and alterations

- 11.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 11.2 The Tenant shall not:
- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury,

nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;

- (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property or the Landlord's Neighbouring Property;
- (c) obstruct any public road, footpath, right of way or any means of access to the Property;
- (d) remove any topsoil, turf, stone or gravel from the Property;
- (e) without the Landlord's prior written approval, cut, lop, fell or remove any trees or hedges on the Property with a chest high diameter of more than 20 cm.

11.3 The Tenant shall keep the Property and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good repair, order and condition and free from obstruction all Service Media, field drains, fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards on the Property and the grass in good heart and condition.

11.4 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 11.4 (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. Any action taken by the Landlord pursuant to this clause 11.4 shall be without prejudice to the Landlord's other rights, including those under clause 17.

11.5 The Tenant shall not:

- (a) damage or make any opening in the boundary structure of the Property;
- (b) install or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld; or
- (c) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations

and erections at the end of the term and make good any damage caused to the Property by that removal.

- 11.6 The Tenant shall not allow village events on the Property other than for occasional events only with the written consent of the Landlord, such consent to be sought by the Tenant in advance with not less than three months notice.
- 11.7 The Tenant shall not allow vehicular parking on the Property other than:
- (a) The village hall users car park as indicated on Plan 2;
 - (b) For occasional events only where indicated on Plan 2, with the written consent of the Landlord, such consent to be sought by the Tenant in advance with not less than three months notice.

12. Compliance with laws

- 12.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the use of all Service Media and equipment at or serving the Property;
 - (c) any works carried out at the Property; and
 - (d) all materials kept at or disposed of from the Property.
- 12.2 Within five working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:
- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
 - (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.
- 12.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, not to be unreasonably withheld or delayed.

13. Prohibition of dealings

- 13.1 Other than pursuant to this clause 13, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or 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 hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

- 13.2 The Tenant shall not underlet part only of the Property other than the Permitted Part.
- 13.3 The Tenant shall not underlet the Permitted Part except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.
- 13.4 The Tenant shall not underlet the Permitted Part:
- (a) together with any property or any right over property that is not included within this lease;
 - (b) at a fine or premium or reverse premium; nor
 - (c) allowing any rent free period to the undertenant.
- 13.5 The Tenant shall not underlet the Permitted Part unless, before the underlease is granted, the Tenant has given the Landlord:
- (a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and
 - (b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 13.6 Any underletting of the Permitted Part by the Tenant shall be by deed and shall include:
- (a) an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;
 - (b) the reservation of a rent which is payable at the same times as the Annual Rent under this lease;
 - (c) provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the underlease does not extend beyond the next Review Date;
 - (d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this

lease (insofar as they relate to the underlet property and rights granted to the undertenant), except the covenants to pay the rents reserved by this lease; and

- (e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease; and

and shall otherwise be consistent with and include tenant covenants (insofar as they relate to the underlet property and rights granted to the undertenant) no less onerous (other than as to the Annual Rent) than those in this lease and in a form approved by the Landlord, such approval not to be unreasonably withheld.

13.7 In relation to any underlease of the Permitted Part granted by the Tenant, the Tenant shall:

- (a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;
- (b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and
- (c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

14. Returning the Property to the Landlord

14.1 At the end of the term (or within one month after the end of the term if at the end of the term the Rent has been paid up to date and there is no subsisting breach of covenant or condition on the part of the Tenant), the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and (subject always to clause 14.2) shall remove from the Property all or any buildings, structures, chattels and fixtures belonging to or used by the Tenant and which have been installed by the Tenant, making good any damage or disrepair caused by their removal to the Landlord's reasonable satisfaction.

14.2 If the Landlord shall give the Tenant notice before the end of the term (or within two weeks of the end of the term when this lease has determined otherwise than through effluxion of time) of its intention to purchase all or any buildings, structures, chattels and fixtures belonging to or used by the Tenant and which have been installed by the Tenant, the parties shall attempt in good faith to negotiate a fair price for those items but failing which the price payable shall be the determined by an independent surveyor in accordance

with such parts of clause 7 as are capable of applying to the subject of the dispute.

14.3 Subject always to clause 14.2, the Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of all or any buildings, structures, chattels and fixtures it has fixed to the Property and which have been left by the Tenant on the Property at the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

14.4 If the Tenant does not comply with its obligations in this clause 14 then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause 14. The amount shall be a debt due on demand from the Tenant to the Landlord.

15. Indemnity

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all reasonable and proper 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) the use of the Property in connection with the Permitted Use;
- (b) any breach of any tenant covenants in this lease; or
- (c) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

16. Landlord's covenant for quiet enjoyment

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

17. Re-entry and forfeiture

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not; or
- (b) any breach of any condition or tenant covenant of this lease.

17.2 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. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

18. Entire agreement

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

19. Notices, consents and approvals

19.1 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:

- (a) in writing and for the purposes of this clause an email is not in writing; and
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.

19.2 If a notice complies with the criteria in clause 19.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

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

19.3 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.

19.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

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

- (a) it is given in writing and signed by 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.

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

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

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

19.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

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

20.1 The parties confirm that:

- (a) 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, before this lease was entered into;
- (a) on _____ 202119,
_____ (who was duly authorised by the Tenant to do so) made a statutory declaration in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (b) there is no agreement for lease to which this lease gives effect.

20.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

21. Settled Land Act 1925

The Trustees confirm this lease is authorised by the Settled Land Act 1925, or any extension of those statutory powers in the settlement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by The Right
Honourable Thomas Edward Coke
Eighth Earl of Leicester in the
presence of:

.....

.....
Witness

Witness's name:

Witness's address:

Signed as a deed by Anthony
Nicholas George Duckworth-Chad
in the presence of:

.....

.....
Witness

Witness's name:

Witness's address:

Signed as a deed by Damian
Douglas Craik Riley-Smith in the
presence of:

.....

.....
Witness

Witness's name:

Witness's address:

Signed as a deed by Jonathan
Robert Stewart Paul in the
presence of:

.....

.....
Witness

Witness's name:

Witness's address:

Executed as a deed by Burnham
Overy Parish Council acting by its
Chairman and Clerk

Chairman

.....

.....
Clerk

.....

.....
in the presence of:

.....
Witness

Witness's name:

Witness's address: