

DATE

2020

LEASE
relating to land off Mill Lane
Wrentham
Suffolk

- (1) The Benacre Company
- (2) Wrentham Parish Council

<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>The Term as specified in this lease at Clause 3</p>
<p>LR7. Premium</p> <p><i>Specify the total premium, inclusive of any VAT where payable.</i></p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>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 N/A</p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease N/A</p> <p>LR9.3 Landlord’s contractual rights to acquire this lease N/A</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions</i></p>	<p>N/A</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>See Clause 2.1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>See Clause 2.2</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>N/A</p>
<p>LR13. Application for standard form of restriction</p>	<p>The Parties to this lease apply to enter the following standard form of restriction [against the title of the</p>

<p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p>Property] or [against title number]</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person, omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust <i>Complete as necessary</i></p>

- 1.10** "Public Requirement" means a requirement made by any Act of Parliament, government department, local authority, lawful authority or competent court.
- 1.11** Section 196 of The Law of Property Act 1925 applies to the service of any notice given pursuant to this Lease.
- 1.12** "The Landlord's Surveyor" is any professionally qualified person or firm asked by the Landlord to perform (in compliance with the requirements of such profession) a function the Landlord may delegate pursuant to this Lease.
- 1.13** "An Independent Expert" is a surveyor of appropriate experience nominated (in the absence of agreement between Landlord and Tenant) by the President of the Royal Institution of Chartered Surveyors on the application of the first party entitled to apply.
- 1.14** Any dispute relating to an obligation under this Lease to carry out (or contribute towards the cost of) works of repair, maintenance or construction may be referred by either the Landlord or the Tenant to adjudication in accordance with the scheme set out in Part II of the Housing Grants, Construction and Regeneration Act 1996 and no party may commence court proceedings until 28 days after any final decision by an adjudicator under such scheme
- 1.15** "The Interest Rate" means the Law Society Interest Rate from time to time or such equivalent rate as the Landlord may reasonably decide should such rate be unavailable for calculation.

2. Property

The Property comprises land to the east of Southwold Road, Wrentham, Suffolk the extent of which is shown for identification purposes edged red on the plan annexed ("the Plan") and

- 2.1** has the benefit of the following easements shared with others authorised by the Landlord (where the Landlord has the benefit of such easements over any neighbouring land or is able to grant the same over his own land):-
- 2.1.1** of pedestrian access to and from the Property at all times and for all purposes connected with the use of the Property for the use authorised by this Lease over the track ("the Trackway") off Southwold Road shown coloured brown on the Plan and of the passage of water through any water supply pipe that the tenant shall install under "the Trackway" as permitted by

clause 5.1.2 and also pedestrian rights of access are granted to and from the Property at all times and for all purposes connected with the use of the Property for the use authorised by this Lease over the track from Mill Lane as shown coloured green on the Plan

2.1.2 to make use of any service wire pipe cable optic fibre conduit or drain (“Service Media”) connected to the Property at the date of this Lease (if any) as well as any replacement or new Service Media installed for the use of the Property during the Term

2.2 is subject to the exceptions and reservations in favour of the Landlord and others authorised by the Landlord:-

2.2.1 to make use of any Service Media passing through the Property at the date of this Lease (if any) as well as any replacement or new Service Media installed within the Property during the Term

2.2.2 to enter upon the Property or any part thereof for any purpose provided for by this Lease and upon the terms set out in the Access clause below

2.2.3 to build or alter or carry out works on or to any neighbouring land even though the use of the Property may be temporarily diminished or obstructed or the flow of light or air to it may be reduced but without materially affecting the benefit to the Tenant of the amenity of the Property

3. Term

3.1 The Landlord demises to the Tenant the Property for a term of ten years from 22nd April 2020 (“the Term”).

3.2 The termination of this Lease for whatever reason shall not affect the liability of the Landlord the Tenant or any Guarantor for any antecedent breach of any covenant or condition herein contained.

3.3 Exclusion of the Landlord and Tenant Act 1954

The parties confirm that:

(a) the Landlord served a notice on the Tenant on [] 2020, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954 applying to the tenancy created by this lease, before this lease was entered into;

(b) []
who was duly authorised by the Tenant to do so made
a statutory declaration dated []
] 2020 in accordance with the requirements of section
38A(3)(b) of the Landlord and Tenant Act 1954; and
(c) there is no agreement for lease to which this
lease gives effect.

The parties agree that the provisions of sections 24 to
28 of the Landlord and Tenant Act 1954 are excluded
in relation to the tenancy created by this lease.

4. Rent

The Tenant covenants to pay the Landlord as rent without
deduction or set off:-

- 4.1** the amount of fifty pounds (£50.00) per annum
(subject to review pursuant to the Rent Review clause
below) ("the Principal Rent) to be paid (if required by
the Landlord by direct debit or standing order) by
annual instalments in advance on the anniversary
hereof
- 4.2** the Maintenance Charge in accordance with clause 4
within 14 days of any interim or final demand.
- 4.3** interest at the Interest Rate on any rent or payments
due from the Tenant to the Landlord under this Lease
when more than 14 days overdue to be calculated
from the due date.
- 4.4** reasonable costs and expenses which the Landlord
incurs:-
 - 4.4.1** arising from any failure of the Tenant to
comply with any of its covenants or any
condition herein
 - 4.4.2** in dealing with any application by the Tenant
for consent or approval whether or not it is
given (including the costs of any Superior
Landlord or third party)
- 4.5** value added tax (VAT) which may be payable in
respect of the Principal Rent or any other payment
which the Tenant is liable to pay to the Landlord under
this Lease to the intent that such Principal Rent and
any payment are treated as being exclusive of all such
tax which is accordingly payable in addition to and at
the same time as the Principal Rent or payment to
which it relates.
- 4.6** VAT on any payment made by the Landlord to a third
party where the Tenant is liable to indemnify the
Landlord for such payment (unless the Landlord is able
to effect full recovery of such VAT in which event the

Landlord shall itself render a VAT invoice to the Tenant for such payment).

5. Repairs and Alterations

The Tenant covenants:

- 5.1** not to build on the Property or the Trackway or allow buildings to be erected or other construction on the Property or the Trackway Save That the following is expressly permitted
 - 5.1.1** the erection of allotment-holders' sheds on the Property
 - 5.1.2** the installation of a water supply pipe under the Trackway connecting the public main in Southwold Road to the Property provided that 28 days notice in writing is given to the Landlord by the Tenant of such proposed installation and that the Trackway is restored and made good to the Landlord's satisfaction.
- 5.2** not to cause a nuisance annoyance or damage shall be caused to the Landlord or owners or occupiers of any neighbouring property and any loss or damage shall be made good
- 5.3** the Tenant shall indemnify the Landlord against any matter arising from and by the use of the Property permitted by this Lease
- 5.4** the Tenant shall obtain and comply with all statutory requirements relevant to the alterations
- 5.5** on termination of this Lease for whatever reason to:-
 - 5.5.1** return the Property to the Landlord in the state and condition which this Lease requires the Tenant to keep it
 - 5.5.2** remove any Tenant's fixtures from the Property making good any damage so caused
 - 5.5.3** remove all sheds and other temporary structures permitted by this Lease
 - 5.5.4** (if the Landlord so requires in writing) restore the Property to the condition in which it would have been if any alterations made by the Tenant under this lease had not been carried out
- 5.6** to keep in repair and renew (as necessary) the fence erected by the Landlord referred to at clause 11 below

6. User

- 6.1** The Tenant is permitted to use the Property only for the purpose of allotments (the Permitted User)
- 6.2** The Tenant covenants not to:-

- 6.2.1** park or permit the parking of motor vehicles or trailers on the Trackway or obstruct the Trackway in any other way
 - 6.2.2** cause nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property
 - 6.2.3** use the Property so as to cause a breach of any Public Requirement
 - 6.2.4** use the Property in such a way as is dangerous offensive illegal or immoral
 - 6.2.5** make application pursuant to any Public Requirement in relation to the Property unless the Landlord has granted prior written consent (such consent not to be unreasonably withheld)
- 6.3** The Tenant covenants to:
 - 6.3.1** pay all periodic rates taxes and outgoings (or a fair proportion thereof calculated by the Landlord or the Landlord's Surveyor if the Property is not separately assessed) relating to the use and occupation of the Property
 - 6.3.2** pay all charges for any electricity, water, drainage, gas or other utilities provided to the Property during this Lease
 - 6.3.3** obtain renew and continue any licence or registration which is required for the Tenant's use of the Property
 - 6.3.4** complete any work to the Property to comply with any Public Requirement except where the Landlord has covenanted under this Lease to complete such work
 - 6.3.5** notify the Landlord if the Property ceases to be occupied and used either temporarily or permanently

7. Landlord's Access

- 7.1** The Tenant shall permit the Landlord (or anyone authorised by it in writing) to enter the Property either on two days notice during normal business hours or in emergency at any time to do any of the following:-
 - 7.1.1** inspect the condition of the Property or its user
 - 7.1.2** carry out works to the Property which the Landlord is permitted to do under the Lease
 - 7.1.3** comply with any Public Requirement (whether imposed on the Landlord or the Tenant)
 - 7.1.4** view the Property with a prospective buyer tenant or mortgagee

7.1.5 value the Property

7.1.6 install repair alter or carry out works to any Service Media serving the Building or other neighbouring land

7.2 The Tenant covenants to give the Landlord a copy of any notice relevant to the Landlord's interest in the Property as soon as he receives it.

7.3 The Landlord is permitted during the last six months of the Term to fix a notice in a reasonable position on the outside of the Property announcing that it is for sale or to let.

7.4 In exercising the right of entry under this clause the Landlord shall cause the minimum inconvenience to the Tenant as is reasonably practicable, promptly carry out any such works and make good all damage caused to the Property but shall not be liable to otherwise compensate the Tenant or the Tenant's business unless the Landlord is also in breach of some other covenant or condition of this Lease.

8. Alienation

8.1 The Tenant covenants:-

8.1.1 not to share the occupation or use of, charge, hold on trust for another, part with possession, assign or otherwise alienate the Property or any part thereof Save That occupation of the Property under licence issued by or on behalf of the Tenant for the purpose of the Permitted Use shall not be a breach of this covenant and also provided that each such licence is in writing and granted in accordance with the Tenant's standard terms and conditions to include a requirement that the land and any sheds erected thereon be maintained in a neat and tidy condition and that such licence is capable of being extinguished by notice expiring on the anniversary of the date of this Lease

8.1.2 to enforce the performance and observance of any such licence and not either expressly or by implication to waive any breach of the covenants or conditions on the part of any licensee

9. Quiet Enjoyment

The Landlord covenants:-

- 9.1 while the Tenant complies with the terms of this Lease that the Landlord will allow the Tenant to possess and use the Property without lawful interference from the Landlord, anyone who derives title from the Landlord or any trustee for the Landlord
- 9.2 that there is at the date of this Lease (or was prior to the actual commencement of the use of the Property by the Tenant) no continuing breach by the Landlord of any Public Requirement relating to the Property
- 9.3 not to allow any breach of a Public Requirement in relation to any matter for which the Landlord is liable under this Lease.

10. Insurance

- 10.1 The Tenant shall arrange third party insurance cover in connection with the use of the Property and access thereto by the Trackway in the sum of £ 5,000,000 and provide evidence thereof to the Landlord on request.

11. Landlord's Services

The Landlord covenants:-

- 11.1 to erect a rabbit proof fence between the points marked A and B on the Plan

12. Water Pipe

- 12.1 The Landlord consents to the installation by the Tenant of a water supply pipe under the Trackway Provided That the installation is carried out at the Tenants expense and causes as little inconvenience as possible to users of the Trackway and that the Trackway is made good to the Landlords entire satisfaction

13. Rent Review

- 13.1 The Principal Rent is to be reviewed on each fifth anniversary of this Lease ("the Rent Review Date")
- 13.2 On each Rent Review Date, the Principal Rent is to become the new Principal Rent but only if that is higher than the rent payable immediately before that date.
- 13.3 The new Principal Rent shall be determined by multiplying the Principal Rent by the Index of Retail Prices published by the Office of National Statistics (or any successor department (the "Index") for the month preceding the relevant review date and then dividing the result by the Index for the month preceding the

date of this Lease. If after the date of this Lease the Index is calculated by reference to a different base figure then the rent shall be reviewed as if that change had not occurred. Only if publication of the Index is discontinued, shall the remaining rent review clauses below apply.

13.4 A memorandum of the new Principal Rent is to be signed by the Landlord and the Tenant.

13.5 If the new Principal Rent is agreed or determined after the relevant rent review date the Tenant shall continue to pay the Principal Rent and on the next rent day after agreement or determination an adjustment shall be made reflecting the difference between the old and the new Principal Rent since the review date and interest shall be paid on that difference at 4% below the Interest Rate.

14. Forfeiture

This Lease shall terminate if the Landlord forfeits it by entering any part of the Property which the Landlord may do in any of the following circumstances:-

14.1 payment of any rent is 28 days overdue even if it was not formally demanded

14.2 the Tenant has not complied with any covenant or condition in this Lease

14.3 if any person who is solely or jointly the Tenant has had presented against him a bankruptcy petition, is adjudicated bankrupt, is the subject of a voluntary arrangement for insolvency, has entered into any arrangement or composition with creditors, allowed distress or execution to be levied on his goods or has had an interim receiver of his property appointed

14.4 if any corporate body which is solely or jointly the Tenant has gone into liquidation whether compulsory or voluntary (unless solely for the purpose of amalgamation or reconstruction when solvent), has had a receiver, administrative receiver, provisional liquidator or administrator appointed, has had presented against it a petition for an administration order, has had an administration order made in respect of it, has made a proposal for a voluntary arrangement for insolvency or a compromise or arrangement with creditors or has been removed from a register of companies

15. Costs

15.1 The Tenant shall be responsible for the Landlords professional costs in connection with the preparation of this Lease

16. Stamp Duty

16.1 It is hereby certified that there is no agreement to which this Lease gives effect within the meaning of section 240 Finance Act 1994.

17. Third Party Contracts

17.1 The parties to this (agreement or lease) do not intend that any of its terms will be enforceable by virtue of the Contract (Rights of Third Party) Act 1999 by any person or entity not a party to it.

IN WITNESS whereof this Lease has been executed as a deed.

SIGNED as a DEED by)
THE BENACRE COMPANY)
acting by two directors or one director)
and the secretary)

SIGNED as a DEED by
[] and)
[] on behalf of)
WRENTHAM PARISH COUNCIL)