

**DATED**

**2015**

**LEASE**

relating to

**LAND ADJACENT TO COTTAGE ROAD STANFORD IN THE VALE  
OXFORDSHIRE**

between

**THE OXFORDSHIRE COUNTY COUNCIL**

and

**STANFORD IN THE VALE PARISH COUNCIL**

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**PRESCRIBED CLAUSES**

**LR1. Date of lease**

2015

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

ON67382

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

The Oxfordshire County Council

County Hall, New Road, Oxford OX1 1ND

**Tenant**

Stanford in the Vale Parish Council

9 Glebe Road, Stanford in the Vale SN7 8NB

**Other parties**

None

**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 "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**

This lease contains a tenant's option to renew in clause 41.

Deleted: None

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

None.

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

None

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

None

**LR11. Easements**

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

None

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

The easements as specified in clause 4 of this lease.

**LR12. Estate rentcharge burdening the Property**

Not applicable

**LR13. Application for standard form of restriction**

~~None.~~

Not applicable

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

Not applicable

**Deleted:** The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number ]

THIS LEASE is dated

2015

**PARTIES**

- (1) **THE OXFORDSHIRE COUNTY COUNCIL** of County Hall, New Road, Oxford OX1 1ND (**Landlord**).
- (2) **STANFORD IN THE VALE PARISH COUNCIL** of 9 Glebe Road, Stanford in the Vale SN7 8NB (**Tenant**).

**AGREED TERMS**

**1. INTERPRETATION**

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

1.1 Definitions:

**Additional Land:** all that additional piece or parcel of land amounting to 5 acres or thereabouts adjacent to Cottage Road and A417 Faringdon Road, Stanford in the Vale, Oxfordshire, shown hatched red on the Plan.

**Annual Rent:** a peppercorn per annum in respect of the Land plus rent at an initial rate of £350 per annum in respect of the Additional Land and then as revised pursuant to this lease.

**Boreholes Plan:** the plan annexed to this lease marked Drawing No.1764.AR.02 Issue Fn.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007 (*SI 2007/320*).

**Default Interest Rate:** 2 % per annum above the Interest Rate.

**Insured Risks:** means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and **Insured Risk** means any one of the Insured Risks.

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

**Land:** all that piece or parcel of land amounting to 14.7 acres or thereabouts adjacent to Cottage Road and A417 Faringdon Road, Stanford in the Vale, Oxfordshire shown edged with red but not hatched on the Plan.

**Landfill Site:** that part of the Landlord's Neighbouring Property shown edged blue on the Plan and previously used as a landfill site.

**Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property excluding the Property in which the Landlord has an interest known as land on the North Side of A417, Stanford-in-the-Vale and registered at HM Land Registry with title number ON67382.

**Deleted:**

**Deleted:** situate adjacent to Cottage Road, Stanford in the Vale, Oxfordshire

**Deleted:** situate adjacent to Cottage Road, Stanford in the Vale, Oxfordshire.



- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it
- 1.7 A reference to the **end of the Term** is to the end of the Term however it ends.
- 1.8 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 36.5 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 36.6.
- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 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 Unless otherwise specified, a reference to a statute or statutory provision 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 that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.12 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.
- 1.13 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 A reference to **writing** or **written** includes fax.
- 1.16 Unless the context otherwise 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.
- 1.17 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.



1.18 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

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

## **2. GRANT**

2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Term.

2.2 The grant is made 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**

3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 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 for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
- (b) the right to use and to connect into Service Media at the Property which are in existence (if any) at the date of this lease or which may be installed or constructed during the Term;
- (c) 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 acquires an interest during the Term as the Landlord may think fit;
- (d) the right to build on or into any boundary line of the Property in connection with any of the Reservations; and
- (e) the right to re-route any Service Media at the Property.

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 and provided always that such rights are exercised in a manner to cause the least damage and disturbance to the Property as reasonably possible and that all damage is made good as soon as practicable to the Tenant's reasonable satisfaction.

- 4.2 The Landlord reserves the right to enter the Property:
- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;
  - (b) to dig or construct boreholes on the Property and to inspect and monitor as may be required all boreholes on the Property whether existing at the date of this lease as shown in the approximate positions on the Boreholes Plan or constructed by the Landlord by agreement with the Tenant (not to be unreasonably withheld or delayed) during the Term, for avoidance of doubt the monitoring is connection with the previous use of the Landfill Site as landfill;  

The parties acknowledge the Landlord is under no obligation to monitor the ground water in the said boreholes and any monitoring will be at the Landlord's absolute discretion. Where such monitoring is carried out the Landlord will (at the request of the Tenant) as far as reasonably possible make the results available to the Tenant; and
  - (c) for any other purpose mentioned in or connected with:
    - (i) this lease;
    - (ii) the Reservations; and
    - (iii) the Landlord's interest in the Property.
- 4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone reasonably authorised by the Landlord.
- 4.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.
- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of those 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 Right.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

## 6. THE ANNUAL RENT

- 6.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in annually in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.
- 6.2 The first instalment of the Annual Rent and any VAT in respect of it shall be made on the Rent Commencement Date and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the Rent Commencement Date until the day before the next Rent Payment Date.

## 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, and the **Surveyor** is the independent valuer appointed pursuant to clause 7.7. The **open market rent** means the open market rent based on agricultural use of the Property.
- 7.2 The amount of Annual Rent shall be reviewed on each Review Date to equal:
  - (a) a peppercorn for the Land; plus
  - (b) the rent for the Additional Land:
    - (i) payable immediately before the relevant Review Date or, if greater;
    - (ii) the open market rent agreed or determined pursuant to this clause 7 and apportioned to the Additional Land
- 7.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.
- 7.4 If the open market rent is determined by the Surveyor, it shall be the amount that the Surveyor determines is the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:

- (a) in the open market for agricultural use;
- (b) at the relevant Review Date;
- (c) on the assumptions listed in clause 7.5; and
- (d) disregarding the matters listed in clause 7.6.

7.5 The assumptions are:

- (a) the Property is available to let in the open market:
  - (i) by a willing lessor to a willing lessee;
  - (ii) as a whole;
  - (iii) with vacant possession;
  - (iv) without a fine or a premium;
  - (v) for a term equal to the unexpired residue of the Term at the relevant Review Date or a term of 3 years commencing on the relevant Review Date, if longer; and
  - (vi) otherwise on the terms of this lease other than as to the amount of the Annual Rent but including the provisions for review of the Annual Rent;
- (b) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for agricultural purposes the Landlord and the Tenant have fully complied with their obligations in this lease;
- (c) if the Property or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- (d) no work has been carried out on the Property that has diminished its rental value; and
- (e) the willing lessee and its potential assignees and undertenants shall not be disadvantaged by any actual or potential exercise of an option to tax under Part 1 of Schedule 10 to the VATA 1994 in relation to the Property.

7.6 The matters to be disregarded are:

- (a) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (b) any goodwill attached to the Property by reason of any business carried out there by the Tenant or by any authorised undertenant or by any of their predecessors in business;
- (c) any effect on rent attributable to any physical improvement to the Property and Service Media (if any) within or exclusively serving the Property carried out before or after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and

- authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
- (d) any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and
  - (e) any statutory restriction on rents or the right to recover them.
- 7.7 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. Any application to the President may not be made earlier than three months before the relevant Review Date.
- 7.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent. The Surveyor's decision shall be given in writing, and the Surveyor shall provide reasons for any determination. The Surveyor's written decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud.
- 7.9 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.
- 7.10 If the Surveyor dies, or becomes unwilling or incapable of acting, or unreasonably delays in making any determination, then either the Landlord or the Tenant may apply to the President to discharge the Surveyor and clause 7.7 shall then apply in relation to the appointment of a replacement.
- 7.11 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.
- 7.12 If the revised Annual Rent has not been agreed by the Landlord and the Tenant or determined by the Surveyor on or before the relevant Review Date, the Annual Rent payable from (and including) that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after] the revised Annual Rent is agreed or the Surveyor's determination is notified to the Landlord and 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 agreement or notification of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed or determined on or before that Review Date; and
- (b) interest at the Interest Rate on that shortfall calculated on a daily basis by reference to the Rent Payment Dates on which parts of the shortfall would have been payable if the revised Annual Rent had been agreed or determined on or before that Review Date and the date payment is received by the Landlord.

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

7.14 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Annual Rent.

7.15 As soon as practicable after the amount of the revised Annual Rent has been agreed or determined, a memorandum recording the amount shall be signed by or on behalf of the Landlord and the Tenant and endorsed on or attached to this lease and its counterpart. The Landlord and the Tenant shall each bear their own costs in connection with the memorandum.

## **8. INSURANCE**

8.1 The Tenant shall effect and maintain insurance of the Property (with reputable insurers) at its own cost and note the interest of the Landlord on the policy. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full reinstatement value subject to:

- (a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
- (b) insurance being available on reasonable terms in the London insurance market.

8.2 The Tenant shall insure and keep insured throughout the Term in an insurance office of good reputation insurance in respect of all third party and public liability risks in relation to the Property to provide cover in respect of each and every claim of not less than £5,000,000.00 (five millions pounds) or such higher sum as the Landlord may from time to time reasonably direct in writing.

8.3 In relation to any insurance effected by the Tenant under clauses 8.1 and 8.2 at the request of the Landlord, to supply the Landlord with:

- (a) a copy of the current insurance policy and schedule;
- (b) a copy of the application form for the policy; and
- (c) a copy of the receipt for the current year's premium.

- 8.4 The Tenant shall notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
- 8.5 The Tenant shall inform the Landlord and inform the insurer of the Property immediately that it becomes aware of:
- (a) any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;
  - (b) any damage or loss that relates to the Property; and
  - (c) any other event occurs which might affect any insurance policy relating to the Property.
- 8.6 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:
- (a) promptly notify the Landlord if a material claim is made under the insurance policy for the Property;
  - (b) notify the Landlord immediately if the insurer indicates that the reinstatement value will not be recoverable in full under the insurance policy;
  - (c) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies;
  - (d) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;
  - (e) subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that the Property shall be reinstated to the reasonable satisfaction of the Landlord
- 8.7 Subject to clauses 8.1 and 8.2 the Landlord shall maintain public liability insurance in respect of the Landfill Site and the Landlord will retain liability for any pollutants which emanate from the Landfill Site onto the Property and are proven to arise directly from and are connected with the former use of the Landfill Site as a landfill. The Landlord's insurance will be subject to:-
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
  - (b) insurance being available in the London insurance market on reasonable terms reasonably acceptable to the Landlord.

- 8.8 The Landlord will only retain liability as referred to in clause 8.7 for any pollutants on the Property which relate to the Landfill Site and are directly connected to the former use of the Landfill Site as a landfill provided always the Tenant has not carried out any works on the Property or brought anything on to the Property which adds to pollutants on the Property and or disturbs the pollutants (if any) relating to the Landfill Site.

**9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the amount payable.
- 9.3 If, after the end of the Term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**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. DEFAULT INTEREST AND INTEREST**

- 11.1 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 beginning on the due date to and including the date of payment.



- 11.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

## **12. COSTS**

- 12.1 The Tenant shall pay the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the Term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease;
  - (b) serving any notice 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;
  - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
  - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
  - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unlawfully withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it ).
- 12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

## **13. COMPENSATION ON VACATING**

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

## **14. SET-OFF**

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**15. REGISTRATION OF THIS LEASE**

- 15.1 Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

**16. ASSIGNMENTS**

Assignment is prohibited and the Tenant shall not assign the whole nor any part or parts of this lease.

**17. UNDERLETTINGS**

- 17.1 the Tenant shall not underlet the whole of the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed provided such underletting shall only be to a body corporate set up or approved for the running of the Property for the Permitted Use.
- 17.2 The Tenant shall not underlet a part or any parts of the Property for a term in excess of 25 years and such underletting will be in connection with the Permitted Use.
- 17.3 The Tenant shall not underlet the whole of the Property or any part or parts of the Property except in accordance with this clause.
- 17.4 The Tenant shall not underlet the Property:
- (a) together with any property or any right over property that is not included within this lease at a fine or premium or reverse premium; nor
  - (b) allowing any rent free period to the undertenant.
- 17.5 The Tenant shall not underlet the Property 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.
- 17.6 Any underletting 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;

**Deleted:** recreation ground

**Deleted:** and will be a charity with specific charitable objects relating to the provision of the recreation ground providing recreation facilities for the Permitted Use.

- (b) the reservation of a rent which is not less than the full open market agricultural rental value of the Property in relation to the Additional Land at the date the Property is underlet and 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, except the covenants to pay the rents reserved by this lease;
- (e) an absolute prohibition against assignments and prohibition against underlettings of whole;
- (f) any allowed underletting of part or any parts not to be in excess of 25 years and such underletting will be in connection with the Permitted Use and shall contain an agreement between the undertenant and subtenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the subunderlease, and further contain an absolute prohibition against assignments and underlettings of whole or part or any parts; and
- (g) 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 shall otherwise be consistent with and include tenant covenants 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.

**18. HIRING**

The Tenant may hire the Property or part or parts of the Property for temporary periods under which exclusive possession is not granted and provided that no relationship of landlord and tenant is established by that arrangement.

**19. CHARGING**

The Tenant shall not charge the whole or any part of this lease.

**20. PROHIBITION OF OTHER DEALINGS**

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

**Deleted:** <#>In relation to any underlease granted by the Tenant, the Tenant shall:  
 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;  
 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  
 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.

**21. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION**

21.1 In this clause a **Transaction** is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it;
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

21.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within one month of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

21.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £40.

21.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

**22. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

Immediately after the end of the Term (and notwithstanding that the Term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

**23. REPAIRS**

23.1 The Tenant shall keep the Property clean and tidy and shall ensure that any Service Media within and exclusively serving the Property (if any) are kept in good working order.

23.2 The Tenant shall keep the Property in good repair and condition and maintain the Property throughout the Term including all boundaries and any trees and shrubs and

when necessary to renew and rebuild any parts that require renewal or rebuilding and keep the Property free from disease and weeds.

#### **24. ALTERATIONS**

- 24.1 The Tenant shall not make any alteration or addition to the Property or erect any building or structure on the Property which requires planning permission(s) without the prior consent of the Landlord and such consent provided the alteration or addition or erection is connected wholly to the Permitted Use shall not be unreasonably withheld or delayed.
- 24.2 Specifically where the Tenant intends to carry out any excavation works at the Property the Tenant prior to carrying out such works the Tenant must submit details of all design proposals to the Landlord for approval of any works which involve excavation, to ensure all excavation is controlled and will not expose ground water. The Landlord will review such proposals to assess the likelihood of any contaminants being mobilised when considering approval to the proposals such approval not to be unreasonably withheld or delayed.
- 24.3 The Tenant shall not install any Service Media alter the route of any Service Media (if there are any) at the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

#### **25. SIGNS**

- 25.1 In this clause **Signs** include signs, placards, boards, posters and advertisements.
- 25.2 The Tenant shall not attach any Signs to or upon the Property except Signs of a design, size and number and in a position that are appropriate to the Property and the Permitted Use.
- 25.3 Before the end of the Term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

#### **26. RETURNING THE PROPERTY TO THE LANDLORD**

- 26.1 At the end of the Term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.
- 26.2 If the landlord reasonably so requires the Landlord may give the Tenant notice no later than six months before the end of the Term asking the Tenant to reinstate the Property and the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and return the Property to the Landlord as a cleared site ensuring that it is left clean and tidy and clear of rubbish and free of goods and materials and make good any damage caused to the Property by that removal.

- 26.3 At the end of the Term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 26.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after 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.
- 26.5 If the Tenant does not comply with its obligations in this clause, 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. The amount shall be a debt due on demand from the Tenant to the Landlord.

## 27. USE

- 27.1 The Tenant shall not use the Property for any purpose other than the Permitted Use, Deleted: as a recreation ground for recreation purposes
- 27.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.
- 27.3 The Tenant shall not deposit any rubbish at the Property.
- 27.4 To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.

## 28. COMPLIANCE WITH LAWS

- 28.1 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 or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
  - (c) any works carried out at the Property; and
  - (d) all materials kept at or disposed from the Property.
- 28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.

- 28.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
  - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 28.4 Except as provided in 28.5 and subject to the conditions therein the Tenant shall not apply for any planning permission for the Property without the Landlord's consent.
- 28.5 Subject to the proviso set out in this clause 28.5 the Tenant may at its sole cost make an application for renewal of the planning permission granted to the Tenant on 28 October 2010 under application number 10/01653/COU for change of use of the Property from agricultural use to recreation use by the public provided before submitting any details such as reserved matters to the local planning authority the Tenant will submit to the Landlord for approval the details of re-grading of land levels and details of treatment of internal and external boundaries as required by the planning permission such approval not to be unreasonably withheld or delayed.
- 28.6 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the Term.
- 28.7 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 28.8 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 28.9 The Tenant shall keep the Property suitably safe for the intended Permitted Use.
- 29. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 29.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 29.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and

(b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

29.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.

29.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

29.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:

(a) immediately inform the Landlord and shall give the Landlord notice of that action; and

(b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

### **30. BREACH OF REPAIR AND MAINTENANCE OBLIGATION**

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

30.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

30.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (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.

30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under clause 33.

### **31. INDEMNITY**

The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.



**32. 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.

**33. RE-ENTRY AND FORFEITURE**

33.1 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 in the case of Annual Rent whether it has been formally demanded or not and in the case of any other sums payable under this lease following demand;
- (b) any breach of any condition of, or tenant covenant, in this lease.

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

**34. JOINT AND SEVERAL LIABILITY**

**35. ENTIRE AGREEMENT**

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

35.2 Each party acknowledges that in entering into this lease any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that the parties legal representatives have given.

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

**36. NOTICES, CONSENTS AND APPROVALS**

36.1 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 e-mail is not in writing; and
- (b) given:
  - (i) 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

(ii) by fax to the party's main fax number.

36.2 If a notice complies with the criteria in clause 36.1, 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;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

36.3 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.

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

36.5 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.

36.6 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.

36.7 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.

### **37. GOVERNING LAW**

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

**38. JURISDICTION**

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

**39. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

39.1 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, [not less than 14 days] before this lease was entered into;
- (b) [the Tenant] [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 ; and
- (c) there is no agreement for lease to which this lease gives effect.

39.2 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.

**40. LANDLORD'S BREAK CLAUSE**

40.1 In the event the Tenant has not completed the construction of at least one finished sports pitch at the Property for recreational purposes (subject to Landlord's prior written consent) within five years of the date of this lease the Landlord may terminate this lease at any time from and including the fifth anniversary of the date of this lease being on [ ] 2020 by giving the Tenant at least six months prior notice to that effect.

Deleted: .

40.2 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of either party in respect of any antecedent breach of the covenants or conditions contained in this lease.

40.3 If the Landlord gives notice to terminate the lease pursuant to this clause 40, the Tenant shall take all steps as may be necessary to terminate, before the expiration of the notice to terminate, all underleases deriving from this lease.

**41. OPTION TO RENEW**

41.1 If the Tenant wishes to take a further lease ('New Lease') of the Property from the end of the Term at any time after and including 2120 to and including 2140 ('Option Period') and gives the Landlord not less than six months' prior written notice during the Option Period then the Landlord will grant to the Tenant and the Tenant will accept from the Landlord the New Lease, provided the Tenant cannot require the Landlord to grant the New Lease to any person other than the Tenant.

41.2 The Tenant may only exercise the option to renew in respect of the whole of the Property and not in respect of part only; and

41.3 The New Lease shall:

- (a) include all of the terms, requirements, covenants and conditions contained in this lease except to the extent that they are inconsistent with the terms of this clause;
- (b) be for a term of 125 years beginning on and including the day following the last day of the Term;
- (c) be at an initial annual rent of an amount equivalent to the annual rent payable by the Tenant at the end of the Term of this lease and then as revised pursuant to the provisions for rent review in the New Lease; and
- (d) not include an option to renew the New Lease.

41.4 The Landlord will grant the New Lease with limited title guarantee.

41.5 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954 and which applies to the tenancy to be created by the New Lease, not less than 14 days before this lease was entered into; [and]
- (b) [the Tenant] **OR** [[NAME OF DECLARANT], who was duly authorised by the Tenant to do so], made a [statutory] declaration dated [ ] 2015 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 ;

41.6 If the Option is exercised, the Tenant will pay the Landlord's legal costs and disbursements incurred in connection with the grant of the New Lease on the completion of the New Lease.

**42. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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 terms of this lease.

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

Executed as a deed by affixing  
**THE COMMON SEAL of**  
**THE OXFORDSHIRE COUNTY**  
**COUNCIL**

In the presence of:

.....  
County Solicitor/Designated Officer

Executed as a deed  
by  
[ ] and  
[ ] on behalf of  
**STANDFORD IN THE VALE**  
**PARISH COUNCIL**

.....  
.....  
...County.Solicitor/Designated.Officer

