DATED

25 March 2019

LEASE

Relating to

Burton Latimer Civic Centre, High Street, Burton Latimer Kettering NN15 5PU

between

KETTERING BOROUGH COUNCIL (1)

and

BURTON LATIMER TOWN COUNCIL (2)

CONTENTS

LR1. Date of lease

[DATE] 25 March 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NN150270 and NN247156.

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

Kettering Borough Council whose offices are at Municipal Offices, Bowling Green Road, Kettering NN15 7QX

Tenant

Burton Latimer Town Council whose offices are at 120 High Street, Burton Latimer Kettering NN15 5RH

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 and Schedule 1 to 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 granted in clause **Error! Reference source not found.** to this lease.

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

The easements reserved in clause 4 to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

This lease is dated

Parties

(1) Kettering Borough Council whose offices are at Municipal Offices, Bowling Green Road, Kettering, Northamptonshire NN15 7QX **(Landlord)**

(2) Burton Latimer Town Council whose offices are at 120 High Street, Burton Latimer Kettering NN15 5RH **(Tenant)**

Agreed terms

1. Interpretation

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

1.1 Definitions:

Annual rent: rent at an initial rate of £6000 per annum and then as revised pursuant to this lease.

Break Date: 1 January 2024 or 1 January 2029 or 1 January 2034

Break Notice: 12 months written notice in advance to terminate the Lease on the Break Date served in accordance with Clause 22 at Schedule 2

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

Common Parts: means the roads, paths, loading and bin areas, service media and other parts of the Estate other than the Property.

Contractual Term: a term of 20 years beginning on, and including 1 January 2019 and ending on, and including 31 December 2038.

Default Interest Rate: 4% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant [reasonably] decides to insure against from time to time.

LTA 1954: Landlord and Tenant Act 1954

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest

Lifts: all lifts and lift machinery and equipment within and forming part of the Property.

Permitted Use: Public Hall under Use Class D1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted or any other use subject to the Landlord's consent not to be unreasonably withheld or delayed.

Plan: the plan attached to this lease.

Property: the land and buildings described in Schedule 1.

Reinstatement Cost: the full cost of reinstatement of the Property as reasonably determined by the Tenant from time to time taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

Rent: rent at the initial rate of £6000 subject to review in accordance with the schedule

Rent Payment Date: 1st of every calendar month

Rent Review:

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: 2024 and every fifth anniversary of that date.

Rights: the rights granted by the Landlord to the Tenant in clause 3.

Schedule of Conditions: the photographic schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

Service charge: there is currently no service charge implemented on the estate, but this can be levied at the Landlords discretion in accordance with Schedule 6

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

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, 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 the Tenant's personal representatives, successors in title and assigns.

1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

1.5 Any obligation in this lease 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.

1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.7 A reference to the **term** is to the Contractual Term.

1.8 A reference to the **end of the term** is to the end of the term however it ends.

1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

1.10 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 preceding those terms.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.12 A reference to **writing** or **written** excludes fax and e-mail.

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

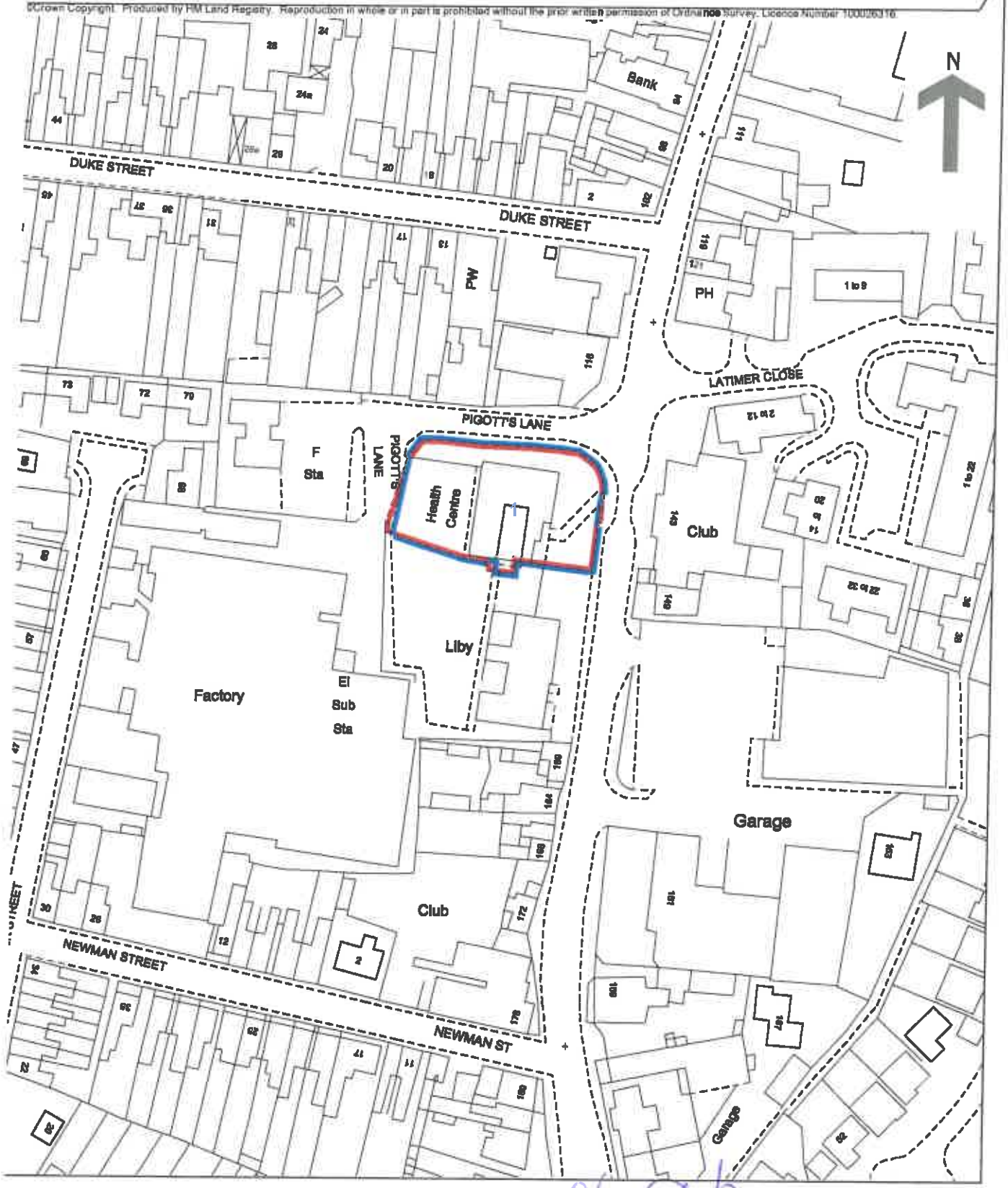
1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.15 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.

1.16 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.

HM Land Registry Official copy of title plan

Title number NN247156
Ordnance Survey map reference SP9074NW
Scale 1:1250 enlarged from 1:2500
Administrative area Northamptonshire : Kettering



1.17 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.

1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.19 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.

2. Grant

2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use for the Contractual Term.

2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:

(a) the Rent;

(b) The service charge if implemented at a later date by the Landlord

(c) all interest payable under this lease; and

(d) all other sums due under this lease.

3. The 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 Law of Property Act 1925 does not apply to this lease.

3.2 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.

4. The Reservations

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 at the date of this lease;

(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 erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

(e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and

(f) the right to re-route any Service Media on the Landlord's Neighbouring Property and serving the Property or re-route any means of access to or egress from 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 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.

4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

(a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;

(b) to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;

(c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2(b) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and

(d) for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Landlord's interest in the Property and the Landlord's Neighbouring 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 authorised by the Landlord.

4.4 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, which they shall make good to the reasonable satisfaction of the Tenant; or

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

5. The Annual Rent

5.1 The Tenant shall pay the Annual Rent in monthly instalments payable in advance or before the Rent Payment Dates.

6. The Service Charge

6.1 There is currently no service charge implemented on the estate, but a provision for a service charge to be levied at Landlords discretion.

7. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

8. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

9. Re-entry

9.1 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 or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;

(b) any breach of any condition of, or tenant covenant in, this lease.

9.2 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.

9.3 Before commencing any proceedings for forfeiture of this lease, the Landlord shall:

(a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received notice pursuant to paragraph 10.7 of Schedule 2; and

(b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.

10. Destruction of Property

10.1 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

(a) the Tenant's obligation to reinstate the Property contained in paragraph 3 of Schedule 2 or otherwise shall no longer apply;

(b) the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 10.2; and

(c) the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty Working Days of the date of receipt of the proceeds of the insurance policy or within ten Working Days of the determination pursuant to clause 10.2, whichever is the later.

10.2 Any dispute arising regarding this clause 10 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

11. Set-off

The 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 as required by law).

12. Landlord's consent

12.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

12.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

13. Entire agreement

13.1 This lease and any documents annexed to it constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

13.2 Each party acknowledges that in entering into this lease and any documents annexed to it] it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than those contained in any written replies that District Law has given to any written enquiries raised by Burton Latimer Civic Centre before the date of this lease that is not set out in this lease.

14. Notices

14.1 A notice given under or in connection with this lease shall be:

(a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;

(b) given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to Municipal Offices, Bowling Green Road, Kettering NN15 7QX; or

(c) given to the Tenant by:

(i) leaving it at the Property; or

(ii) sending it by prepaid first-class post or other next working day delivery service at the Property.

14.2 If a notice is given in accordance with clause 14.1, 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 prepaid first-class post or other next working day delivery service, on the second working day after posting.

14.3 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.

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

15. 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 term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. 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.

17. Jurisdiction

Save for any dispute arising under clause 10, 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).

18. Exclusion of sections 24-28 of the Landlord and Tenant Act 1954

18.1 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;

(b) the Tenant made a statutory declaration dated 22 March 2019 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and **OR** .

18.2 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.

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

Schedule 1 The Property

1. The land and building known as Burton Latimer Health Centre, High Street, Burton Latimer, Kettering NN15 5PU shown edged red on the Plan including:

1.1 the inner half (severed vertically) of any party walls dividing the Property from any other property;

1.2 all Service Media within and exclusively serving the Property;

1.3 all Landlord's fixtures and fittings in the Property (if any); [and]

1.4 Lifts; and

1.5 all additions and improvements to the Property whenever made;

Schedule 2 Tenant Covenants

1. Rent

1.1 To pay the Rent to the Landlord in advance by one instalment on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.

1.2 The first instalment of the Rent shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, of the Rent payable beginning on the date of this lease and ending on the day before the next Rent Payment Date.

2. Insurance

2.1 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the sum which the Tenant considers to be the full Reinstatement Cost 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.

2.2 In relation to any insurance effected by the Tenant under this paragraph:

(a) at the request of the Landlord, to supply the Landlord with:

(i) a copy of the current insurance policy and schedule;

(ii) a copy of the application form for the policy; and

(iii) a copy of the receipt for the current year's premium.

(b) to 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;

(c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

2.3 To 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.

3. Rebuild following damage or destruction

If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

(a) promptly notify the Landlord and make a claim under the insurance policy for the Property;

(b) notify the Landlord immediately if the Insurer indicates that the Reinstatement Cost 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:

(i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.

(ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

4. Interest on late payment

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 21 days following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

5. Rates and taxes

5.1 To 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, except:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

(b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

5.2 Subject to the same qualifications mentioned in paragraph 5.1(a) and paragraph 5.1(b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

6. Utilities

6.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

7. Common items

7.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

7.2 To 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.]

8. Costs

8.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) incurred by the Landlord (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) preparing and 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) preparing and serving any notice under clause 4.2(b); or

(d) any consent applied for under this lease, whether or not it is granted [(except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

9. Alterations

Except as provided in paragraph 3 of Schedule 2:

9.1 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property.

9.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.3 Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.4 To carry out all alterations authorised

(a) In good and workmanlike manner

(b) In accordance with the plans and specifications approved by the Landlord

(c) In accordance with any other condition the Landlord may reasonably require

10. Assignment and underletting

10.1 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).

10.2 The Landlord and the Tenant agree that the Landlord may give its consent to an assignment if required under paragraph 10.1 subject to any reasonable condition.

10.3 The Tenant may underlet part of the Property but must not do so without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

10.4 The Tenant shall not charge the whole of this lease.

10.5 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the Landlord and Tenant Act 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

10.6 In this clause a **Transaction** is any assignment, underletting, charge, parting with possession of or any other devolution of title to this lease or the Property.

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

(a) give the Landlord's solicitors notice of the Transaction; [and]

(b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

(c) pay the Landlord's solicitors a reasonable registration fee of not less than £50 (plus VAT).

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

11. Repair and decoration

11.1 To keep the Property in good repair and condition throughout the term and, when necessary, renew and rebuild the Property.

11.2 To ensure that any Service Media and Lifts within and exclusively serving the Property are kept in good working order.

11.3 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the term.

11.4 Every five years (2024,2029 and 2034 and in the last year of the term (howsoever determined), to decorate or treat as appropriate all parts of the interior and exterior of the Property that are usually decorated, cleaned, painted or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the term to use materials, designs and colours approved by the Landlord provided that the Tenant will not be required to perform these obligations in the last year of the term if it has done so in the preceding 12 months.

12. Windows and landscaping

12.1 To clean the windows of the Property as often as is reasonably necessary **OR** at least once every two months.

12.2 To maintain any landscaped and grassed areas of the Property and keep them in a neat and tidy condition and deal with any trees on the Property in accordance with the principles of good arboriculture.

13. Refuse

13.1 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in a dustbin on the Property.

13.2 To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.

14. Sewers and drains

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

15. Compliance with laws and notices

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

16. Encroachments, obstructions and acquisition of rights

16.1 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 if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and

(b) do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

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

16.3 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.

16.4 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 if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and

(b) do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

17. Notify defects

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

18. Third Party Rights

18.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

18.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

19. Remedy breaches

19.1 If the Landlord has given the Tenant notice under clause 4.2(b), of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

19.2 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to clause 4.2(c) (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

20. Indemnity

20.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), 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) any breach of any of the Tenant covenants of this lease; or

(b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

21. Returning the Property to the Landlord

At the end of the term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.

22. Tenant's break clause

22.1 In this clause the following definitions apply:

Break Date: every fifth year on the anniversary of the term with 12 month's notice.

Break Notice: notice to terminate this lease in the form set out in the Schedule.

Tenant: Burton Latimer Town Council, whose registered office is at Poplar House, High Street, Burton Latimer, Kettering

22.2 Subject to clause 22.4, the Tenant may terminate this lease on the Break Date by serving the Break Notice on the Landlord at least twelve months before the Break Date.

22.3 The Break Notice shall have no effect if:

(a) the Original Tenant has assigned this lease before it serves the Break Notice (whether or not it has made an application to HM Land Registry to register the assignment);

(b) at the Break Date stated in the Break Notice:

(i) the Tenant has not paid any part of the Annual Rent, which was due to have been paid;

(ii) vacant possession of the whole of the Property is not given;

(c) the Break Notice does not comply with the requirements of this clause; or

(d) the Break Notice is served otherwise than in accordance with this clause.

22.4 The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or email.

22.5 The Break Notice shall state the Break Date in respect of which it is served.

22.6 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.

22.7 The Break Notice shall be signed by Tenant or by a person who is expressed to sign on behalf of and with the authority of the Tenant.

22.8 The Break Notice shall be in the form set out in the Schedule.

22.9 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first-class post or recorded delivery to the Landlord at Municipal Offices, Bowling Green Road, Kettering NN15 7QX.

22.10 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first-class post or recorded delivery, as the case may be.

22.11 A Break Notice delivered or sent by the Tenant in accordance with clause 22.10 shall be deemed to have been served on the Landlord:

(a) if delivered by hand, on the day of delivery, except that if delivery occurs after 1pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day;

(b) if sent by pre-paid first-class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

22.12 The Break Notice shall be delivered or sent by the Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 22.15 not less than 12 months before the Break Date stated in the Break Notice (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of 12 months).

22.13 Time shall be of the essence in respect of all time periods and limits in this clause

22.14 Subject to clause 1.4, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.

22.15 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the term.

22.16 Nothing in this clause makes time of the essence in relation to any time limit in the Rent review clause at Schedule 4.

22.17 If the Tenant serves a Break Notice, it shall take all necessary steps to terminate, before the Break Date stated in the Break Notice, all underleases deriving from this lease.

23. Use

23.1 Not, without the consent of the Landlord, such consent not to be unreasonably withheld, to use the Property for any purpose other than for the Permitted Use.

23.2 Not to hold any political meeting or sale by auction at the Property or use the Property for any religious or charitable purpose.

23.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.

23.4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.

23.5 Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.

23.6 The Tenant shall within 14 days of receiving a written request from the Landlord, inform the Landlord in writing of the specific current use or uses to which the Property is put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put. The Landlord may request this information as often as is reasonable.

23.7 Within 14 days of the use or uses to which the Property or any part of it changing, the Tenant shall inform the Landlord in writing of the specific use or uses to which the Property is being put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put.

23.8 The Tenant shall answer in writing, as soon as reasonably practicable, any reasonable written questions that the Landlord raises in respect of the use or uses to which the Property, or any part of it, is put.

24. Registration of this lease

24.1 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.

23.2 The Tenant shall not:

(a) apply to HM Land Registry to designate this lease as an exempt information document;

(b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or

(e) apply for an official copy of any exempt information document version of this lease.

Schedule 3 Landlord Covenants

1. 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.

2. Insurance

2.1 To immediately inform the Tenant and immediately inform the insurer of the Property of any matter that occurs in relation to the Landlord that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.

2.2 Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.

2.3 Not to do or omit to do anything as a result of which any policy of insurance of the Property [or the Landlord's Neighbouring Property] may become void or voidable or otherwise prejudiced or which may cause an increased premium to be payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased premium).

2.4 To comply with the requirements and recommendations of the insurers relating to the Property of which the Landlord has received details in writing.

Schedule 4 Review of the Annual Rent

DEFINITIONS

Annual Rent: Rent at an initial rate of £6,000 per annum and then as revised pursuant to this lease.

Contractual Term: a term of twenty (20) years beginning on 1 January 2019, and ending on, and including 31 December 2038.

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

Property: the land and building at Burton Latimer Civic Centre, High Street, Burton Latimer Kettering NN15 5PU shown edged red on the attached plan.

Rent Payment Date: 1st January 2019 and every fifth anniversary of that date.

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

REVIEW OF THE ANNUAL RENT

1.1 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 1.7* (**Surveyor**).

1.2 The Annual Rent shall be reviewed on each Review Date to equal:

(a) the Annual Rent payable immediately before the relevant 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;

(b) the open market rent agreed or determined pursuant to this clause.

1.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

1.4 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 ;

(b) at the relevant Review Date;

(c) on the assumptions listed in *Clause 1.5*; and

(d) disregarding the matters listed in *Clause 1.6*.

1.5 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 Contractual Term at the relevant Review Date or a term of Twenty 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 willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

(c) 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 any purpose permitted by this lease;

(d) the Landlord and the Tenant have fully complied with their obligations in this lease;

(e) 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;

(f) no work has been carried out on the Property that has diminished its rental value;

(g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and

(h) 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.

1.6 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 carried out 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 fit out the Property or 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.

1.7 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.

1.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. 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.

1.9 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.

1.10 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 1.7 shall then apply in relation to the appointment of a replacement.

1.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably 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 or if either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

1.12 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 that Review Date shall continue at the rate payable immediately before that Review Date, 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.

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

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

1.15 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.

Schedule 5 Form of Break Notice

To: Kettering Borough Council of Municipal Offices, Bowling Green Road, Kettering NN15 7QX (**Landlord**)

From: Burton Latimer Town Council of Poplar House, High Street, Burton Latimer Kettering (**Tenant**)

Premises: Burton Latimer Civic Centre, High Street, Burton Latimer Kettering Nn15 5PU as demised by the lease dated [INSERT DATE OF LEASE] made between Kettering Borough Council and Burton Latimer Town Council (**Lease**)

WE, Burton Latimer Town Council for and on behalf of the Tenant **GIVE YOU NOTICE** that we the Tenant will terminate the term of the Lease on [INSERT THE BREAK DATE] in accordance with Clause 22 of the Lease so that the Lease will determine on that date, which is the Break Date for the purposes of that clause.

SIGNED: .....

NAME OF TENANT

DATED: .....

Schedule 6 Service Charge Provisions

SERVICES AND SERVICE CHARGE

1 The Services are:

(a) cleaning, maintaining and repairing the Common Parts including all Service Media forming part of the Common Parts (and remedying any inherent defect);

(b) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;

(c) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;

(d) cleaning, maintaining, repairing and replacing signage for the Common Parts;

(e)cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts;

(f) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;

(g) cleaning, maintaining, repairing and replacing a signboard showing the names and logos of the tenants and other occupiers at the entrance to the Estate;

(h) maintaining the landscaped and grassed areas of the Common Parts; and

(i) any other service or amenity that the Landlord may in its reasonable discretion provide for the benefit of the tenants and occupiers of the Estate.

2 The Service Costs are the total of:

(a) the whole of the proper and reasonable costs of:

(I) providing the services;

(ii) the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Common Parts;

(iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Common Parts);

(iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;

(v) complying with the Third Party Rights insofar as they relate to the Common Parts; and

(vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Estate as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Estate as a whole);

(b) the proper and reasonable costs, fees and of:

(i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same; and

(ii) accountants employed by the Landlord to prepare and audit the service charge accounts;

(c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Estate); and

(d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

3. Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours to repair, maintain, clean and light the Common Parts. The Landlord may, but shall not be obliged to, provide any of the other Services. The Landlord shall not be obliged to carry out any repair where the need for that repair has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.

4. Before or as soon as practicable after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant a proper and reasonable estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.

5. The Tenant shall pay the estimated Service Charge for each Service Charge Year in twelve equal instalments on the first day of each month.

6. In relation to the Service Charge Year current at the date of this lease, the obligations of the Tenant to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments the first of which shall be on the date of this lease and then on each of the remaining Rent Payment Dates during the period from the date of this lease until the end of the Service Charge Year.

7 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

8. where the Landlord provides any Services by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of those Services shall not be included within the Service Charge.

9. If, in respect of any Service Charge Year, the estimate of the Service Charge by the Landlord is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the estimate of the Service Charge by the Landlord is more than the Service Charge, the Landlord shall credit the difference against the next instalment of the estimated Service Charge payable by the Tenant (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).

Executed as a deed by
Affixing the common seal of
KETTERING BOROUGH
COUNCIL

04/19

A~~UTHORISED~~ ~~OFFICER~~
INTERIM HEAD OF DEMOCRATIC
AND LEGAL SERVICES

Executed as a deed by
BURTON LATIMER TOWN
COUNCIL

acting by

..... Mayor

.....

DATED

25 March 2019

LEASE

Relating to

Burton Latimer Civic Centre, High Street, Burton Latimer Kettering NN15 5RH

between

KETTERING BOROUGH COUNCIL (1)

and

BURTON LATIMER TOWN COUNCIL (2)

CONTENTS

CLAUSE

SCHEDULE

LR1. Date of lease

[DATE] 25 March 2019

LR2. Title number(s)

LR2.1 Landlord's title number(s)

NN150270 and NN247156.

LR2.2 Other title numbers

None.

LR3. Parties to this lease

Landlord

Kettering Borough Council whose offices are at Municipal Offices, Bowling Green Road, Kettering NN15 7QX

Tenant

Burton Latimer Town Council whose offices are at 120 High Street, Burton Latimer Kettering NN15 5RH

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 and Schedule 1 to 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.

This lease is dated

Parties

(1) Kettering Borough Council whose offices are at Municipal Offices, Bowling Green Road, Kettering, Northamptonshire NN15 7QX **(Landlord)**

(2) Burton Latimer Town Council whose offices are at 120 High Street, Burton Latimer Kettering NN15 5RH **(Tenant)**

Agreed terms

1. Interpretation

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

1.1 Definitions:

Annual rent: rent at an initial rate of £6000 per annum and then as revised pursuant to this lease.

Break Date: 1 January 2024 or 1 January 2029 or 1 January 2034

Break Notice: 12 months written notice in advance to terminate the Lease on the Break Date served in accordance with Clause 22 at Schedule 2

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

Common Parts: means the roads, paths, loading and bin areas, service media and other parts of the Estate other than the Property.

Contractual Term: a term of 20 years beginning on, and including 1 January 2019 and ending on, and including 31 December 2038.

Default Interest Rate: 4% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

Insured Risks: fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, damage to underground water, oil or gas pipes or electricity wires or cables, subsidence, ground slip, heave, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage and any other risks which the Tenant [reasonably] decides to insure against from time to time.

LTA 1954: Landlord and Tenant Act 1954

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 granted in clause **Error! Reference source not found.** to this lease.

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

The easements reserved in clause 4 to this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

None

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property in which the Landlord has an interest

Lifts: all lifts and lift machinery and equipment within and forming part of the Property.

Permitted Use: Public Hall under Use Class D1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted or any other use subject to the Landlord's consent not to be unreasonably withheld or delayed.

Plan: the plan attached to this lease.

Property: the land and buildings described in Schedule 1.

Reinstatement Cost: the full cost of reinstatement of the Property as reasonably determined by the Tenant from time to time taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

Rent: rent at the initial rate of £6000 subject to review in accordance with the schedule

Rent Payment Date: 1st of every calendar month

Rent Review:

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Review Date: 2024 and every fifth anniversary of that date.

Rights: the rights granted by the Landlord to the Tenant in clause 3.

Schedule of Conditions: the photographic schedule signed by the parties annexed to this lease and marked "Schedule of Condition".

Service charge: there is currently no service charge implemented on the estate, but this can be levied at the Landlords discretion in accordance with Schedule 6

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

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, 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 the Tenant's personal representatives, successors in title and assigns.

1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England and Wales.

1.5 Any obligation in this lease 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.

1.6 The expression **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

1.7 A reference to the **term** is to the Contractual Term.

1.8 A reference to the **end of the term** is to the end of the term however it ends.

1.9 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

1.10 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 preceding those terms.

1.11 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.12 A reference to **writing** or **written** excludes fax and e-mail.

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

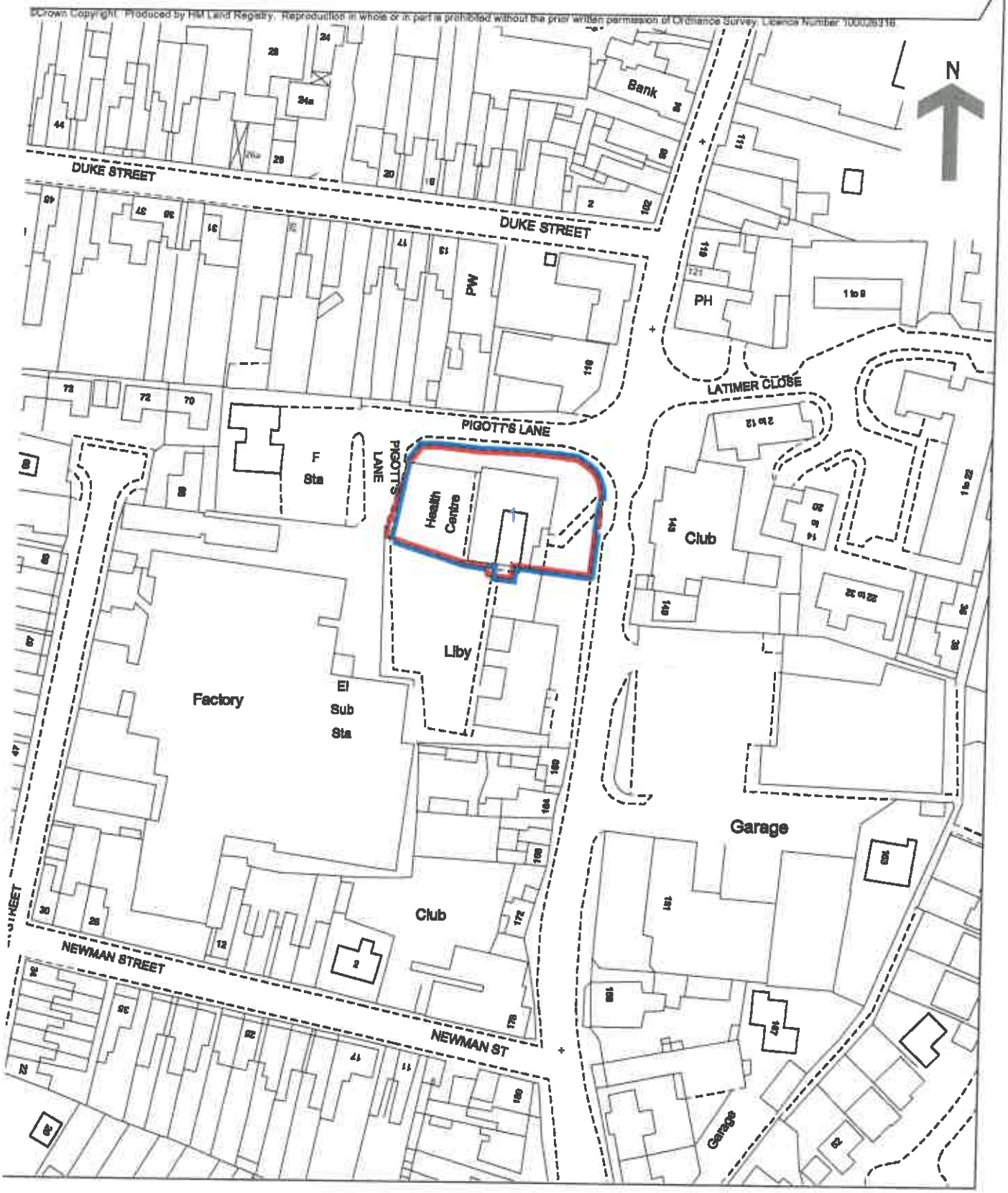
1.14 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.15 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.

1.16 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.

HM Land Registry Official copy of title plan

Title number NN247156
Ordnance Survey map reference SP9074NW
Scale 1:1250 enlarged from 1:2500
Administrative area Northamptonshire : Kettering



1.17 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.

1.18 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.

1.19 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.

2. Grant

2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use for the Contractual Term.

2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:

(a) the Rent;

(b) The service charge if implemented at a later date by the Landlord

(c) all interest payable under this lease; and

(d) all other sums due under this lease.

3. The 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 Law of Property Act 1925 does not apply to this lease.

3.2 The Rights are granted insofar as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.

4. The Reservations

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 at the date of this lease;

(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 erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;

(e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and

(f) the right to re-route any Service Media on the Landlord's Neighbouring Property and serving the Property or re-route any means of access to or egress from 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 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.

4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:

(a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations;

(b) to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;

(c) to carry out any works needed to remedy the breach set out in any notice served under clause 4.2(b) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and

(d) for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Landlord's interest in the Property and the Landlord's Neighbouring 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 authorised by the Landlord.

4.4 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, which they shall make good to the reasonable satisfaction of the Tenant; or

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

5. The Annual Rent

5.1 The Tenant shall pay the Annual Rent in monthly instalments payable in advance or before the Rent Payment Dates.

6. The Service Charge

6.1 There is currently no service charge implemented on the estate, but a provision for a service charge to be levied at Landlords discretion.

7. Tenant covenants

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

8. Landlord covenants

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

9. Re-entry

9.1 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 or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;

(b) any breach of any condition of, or tenant covenant in, this lease.

9.2 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.

9.3 Before commencing any proceedings for forfeiture of this lease, the Landlord shall:

(a) give notice of the breach complained of to any mortgagee of this lease of whom the Landlord has received notice pursuant to paragraph 10.7 of Schedule 2; and

(b) if the mortgagee confirms in writing to the Landlord within 14 days of the notice that it wishes to remedy the breach, allow the mortgagee 28 days (or such longer time as may be reasonable in view of the nature of the breach) to remedy the breach.

10. Destruction of Property

10.1 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

(a) the Tenant's obligation to reinstate the Property contained in paragraph 3 of Schedule 2 or otherwise shall no longer apply;

(b) the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 10.2; and

(c) the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within twenty Working Days of the date of receipt of the proceeds of the insurance policy or within ten Working Days of the determination pursuant to clause 10.2, whichever is the later.

10.2 Any dispute arising regarding this clause 10 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

11. Set-off

The 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 as required by law).

12. Landlord's consent

12.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

12.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

13. Entire agreement

13.1 This lease and any documents annexed to it constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

13.2 Each party acknowledges that in entering into this lease and any documents annexed to it] it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than those contained in any written replies that District Law has given to any written enquiries raised by Burton Latimer Civic Centre before the date of this lease that is not set out in this lease.

14. Notices

14.1 A notice given under or in connection with this lease shall be:

(a) in writing and for the purposes of this clause a fax or an e-mail is not in writing;

(b) given to the Landlord by sending it by prepaid first-class post or other next working day delivery service to Municipal Offices, Bowling Green Road, Kettering NN15 7QX; or

(c) given to the Tenant by:

(i) leaving it at the Property; or

(ii) sending it by prepaid first-class post or other next working day delivery service at the Property.

14.2 If a notice is given in accordance with clause 14.1, 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 prepaid first-class post or other next working day delivery service, on the second working day after posting.

14.3 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.

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

15. 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 term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. 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.

17. Jurisdiction

Save for any dispute arising under clause 10, 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).

18. Exclusion of sections 24-28 of the Landlord and Tenant Act 1954

18.1 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;

(b) the Tenant made a statutory declaration dated 22 March 2019 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease; and **OR** .

18.2 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.

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

Schedule 1 The Property

1. The land and building known as Burton Latimer Health Centre, High Street, Burton Latimer, Kettering NN15 5RH shown edged red on the Plan including:

1.1 the inner half (severed vertically) of any party walls dividing the Property from any other property;

1.2 all Service Media within and exclusively serving the Property;

1.3 all Landlord's fixtures and fittings in the Property (if any); [and]

1.4 Lifts; and

1.5 all additions and improvements to the Property whenever made;

Schedule 2 Tenant Covenants

1. Rent

1.1 To pay the Rent to the Landlord in advance by one instalment on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.

1.2 The first instalment of the Rent shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, of the Rent payable beginning on the date of this lease and ending on the day before the next Rent Payment Date.

2. Insurance

2.1 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the sum which the Tenant considers to be the full Reinstatement Cost 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.

2.2 In relation to any insurance effected by the Tenant under this paragraph:

(a) at the request of the Landlord, to supply the Landlord with:

(i) a copy of the current insurance policy and schedule;

(ii) a copy of the application form for the policy; and

(iii) a copy of the receipt for the current year's premium.

(b) to 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;

(c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.

2.3 To 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.

3. Rebuild following damage or destruction

If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

(a) promptly notify the Landlord and make a claim under the insurance policy for the Property;

(b) notify the Landlord immediately if the insurer indicates that the Reinstatement Cost 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:

(i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.

(ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

4. Interest on late payment

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent or other payment due under this lease and not paid within 21 days following the date it is due. Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.

5. Rates and taxes

5.1 To 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, except:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

(b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

5.2 Subject to the same qualifications mentioned in paragraph 5.1(a) and paragraph 5.1(b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

6. Utilities

6.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

6.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

7. Common Items

7.1 To pay the Landlord on demand a fair proportion of all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

7.2 To 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.]

8. Costs

8.1 To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) incurred by the Landlord (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) preparing and 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) preparing and serving any notice under clause 4.2(b); or

(d) any consent applied for under this lease, whether or not it is granted [(except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

9. Alterations

Except as provided in paragraph 3 of Schedule 2:

9.1 Not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property.

9.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property without the consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.3 Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

9.4 To carry out all alterations authorised

(a) In good and workmanlike manner

(b) In accordance with the plans and specifications approved by the Landlord

(c) In accordance with any other condition the Landlord may reasonably require

10. Assignment and underletting

10.1 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).

10.2 The Landlord and the Tenant agree that the Landlord may give its consent to an assignment if required under paragraph 10.1 subject to any reasonable condition.

10.3 The Tenant may underlet part of the Property but must not do so without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

10.4 The Tenant shall not charge the whole of this lease.

10.5 The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the Landlord and Tenant Act 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

10.6 In this clause a **Transaction** is any assignment, underletting, charge, parting with possession of or any other devolution of title to this lease or the Property.

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

(a) give the Landlord's solicitors notice of the Transaction; [and]

(b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and

(c) pay the Landlord's solicitors a reasonable registration fee of not less than £50 (plus VAT).

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

11. Repair and decoration

11.1 To keep the Property in good repair and condition throughout the term and, when necessary, renew and rebuild the Property.

11.2 To ensure that any Service Media and Lifts within and exclusively serving the Property are kept in good working order.

11.3 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the term.

11.4 Every five years (2024,2029 and 2034 and in the last year of the term (howsoever determined), to decorate or treat as appropriate all parts of the interior and exterior of the Property that are usually decorated, cleaned, painted or treated in a good and proper manner, using good quality, suitable materials that are appropriate to the Property and in the last year of the term to use materials, designs and colours approved by the Landlord provided that the Tenant will not be required to perform these obligations in the last year of the term if it has done so in the preceding 12 months.

12. Windows and landscaping

12.1 To clean the windows of the Property as often as is reasonably necessary **OR** at least once every two months.

12.2 To maintain any landscaped and grassed areas of the Property and keep them in a neat and tidy condition and deal with any trees on the Property in accordance with the principles of good arboriculture.

13. Refuse

13.1 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in a dustbin on the Property.

13.2 To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.

14. Sewers and drains

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

15. Compliance with laws and notices

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

16. Encroachments, obstructions and acquisition of rights

16.1 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 if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and

(b) do such acts and things as the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.

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

16.3 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.

16.4 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 if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and

(b) do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

17. Notify defects

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

18. Third Party Rights

18.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.

18.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

19. Remedy breaches

19.1 If the Landlord has given the Tenant notice under clause 4.2(b), of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

19.2 To pay to the Landlord on demand the costs properly incurred by the Landlord in carrying out any works pursuant to clause 4.2(c) (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

20. Indemnity

20.1 To indemnify the Landlord against all liabilities, expenses, costs, (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), 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) any breach of any of the Tenant covenants of this lease; or

(b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

21. Returning the Property to the Landlord

At the end of the term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.

22. Tenant's break clause

22.1 In this clause the following definitions apply:

Break Date: every fifth year on the anniversary of the term with 12 month's notice.

Break Notice: notice to terminate this lease in the form set out in the Schedule.

Tenant: Burton Latimer Town Council, whose registered office is at Poplar House, High Street, Burton Latimer, Kettering

22.2 Subject to clause 22.4, the Tenant may terminate this lease on the Break Date by serving the Break Notice on the Landlord at least twelve months before the Break Date.

22.3 The Break Notice shall have no effect if:

(a) the Original Tenant has assigned this lease before it serves the Break Notice (whether or not it has made an application to HM Land Registry to register the assignment);

(b) at the Break Date stated in the Break Notice:

(I) the Tenant has not paid any part of the Annual Rent, which was due to have been paid;

(II) vacant possession of the whole of the Property is not given;

(c) the Break Notice does not comply with the requirements of this clause; or

(d) the Break Notice is served otherwise than in accordance with this clause.

22.4 The Break Notice shall be in writing and, for the purposes of this clause, writing does not include facsimile transmission or email.

22.5 The Break Notice shall state the Break Date in respect of which it is served.

22.6 The Break Notice shall not purport to terminate the lease in relation to any part as opposed to the whole of the Property.

22.7 The Break Notice shall be signed by Tenant or by a person who is expressed to sign on behalf of and with the authority of the Tenant.

22.8 The Break Notice shall be in the form set out in the Schedule.

22.9 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first-class post or recorded delivery to the Landlord at Municipal Offices, Bowling Green Road, Kettering NN15 7QX.

22.10 In proving service of the Break Notice it shall be sufficient to prove that delivery by hand was made or that the envelope containing the Break Notice was correctly addressed and posted by pre-paid first-class post or recorded delivery, as the case may be.

22.11 A Break Notice delivered or sent by the Tenant in accordance with clause 22.10 shall be deemed to have been served on the Landlord:

(a) if delivered by hand, on the day of delivery, except that if delivery occurs after 1pm on a Working Day or on a day that is not a Working Day, then the notice shall be deemed to have been served on the next Working Day;

(b) if sent by pre-paid first-class post or recorded delivery, on the second Working Day after posting (for the avoidance of doubt, not including the date of posting itself).

22.12 The Break Notice shall be delivered or sent by the Tenant so that it shall be deemed to have been served on the Landlord as provided by clause 22.15 not less than 12 months before the Break Date stated in the Break Notice (and for the avoidance of doubt, the day of deemed receipt shall not be taken into account in calculating the period of 12 months).

22.13 Time shall be of the essence in respect of all time periods and limits in this clause

22.14 Subject to clause 1.4, following service of the Break Notice, this lease shall terminate on the Break Date specified in the Break Notice.

22.15 Termination of this lease pursuant to this clause shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the covenants or conditions on the part of the Tenant in this lease, including any covenants expressed to be complied with before the end of the term.

22.16 Nothing in this clause makes time of the essence in relation to any time limit in the Rent review clause at Schedule 4.

22.17 If the Tenant serves a Break Notice, it shall take all necessary steps to terminate, before the Break Date stated in the Break Notice, all underleases deriving from this lease.

23. Use

23.1 Not, without the consent of the Landlord, such consent not to be unreasonably withheld, to use the Property for any purpose other than for the Permitted Use.

23.2 Not to hold any political meeting or sale by auction at the Property or use the Property for any religious or charitable purpose.

23.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.

23.4 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property.

23.5 Not to overload any structural part of the Property nor any Service Media, machinery or equipment at or serving the Property.

23.6 The Tenant shall within 14 days of receiving a written request from the Landlord, inform the Landlord in writing of the specific current use or uses to which the Property is put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put. The Landlord may request this information as often as is reasonable.

23.7 Within 14 days of the use or uses to which the Property or any part of it changing, the Tenant shall inform the Landlord in writing of the specific use or uses to which the Property is being put and when the use or uses began. Where there is more than one current use, the Tenant shall state which parts of the Property are put to which particular use or uses and, if appropriate, the primary use or uses to which the Property and each part of it is put.

23.8 The Tenant shall answer in writing, as soon as reasonably practicable, any reasonable written questions that the Landlord raises in respect of the use or uses to which the Property, or any part of it, is put.

24. Registration of this lease

24.1 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.

23.2 The Tenant shall not:

(a) apply to HM Land Registry to designate this lease as an exempt information document;

(b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or

(e) apply for an official copy of any exempt information document version of this lease.

Schedule 3 Landlord Covenants

1. 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.

2. Insurance

2.1 To immediately inform the Tenant and immediately inform the insurer of the Property of any matter that occurs in relation to the Landlord that any insurer or underwriter may treat as material in deciding whether, or on what terms, to insure or continue insuring the Property and if the Tenant reasonably so requests, to give the Tenant notice of that matter or such other confirmation as the Tenant reasonably requires.

2.2 Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.

2.3 Not to do or omit to do anything as a result of which any policy of insurance of the Property [or the Landlord's Neighbouring Property] may become void or voidable or otherwise prejudiced or which may cause an increased premium to be payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased premium).

2.4 To comply with the requirements and recommendations of the insurers relating to the Property of which the Landlord has received details in writing.

Schedule 4 Review of the Annual Rent

DEFINITIONS

Annual Rent: Rent at an initial rate of £6,000 per annum and then as revised pursuant to this lease.

Contractual Term: a term of twenty (20) years beginning on 1 January 2019, and ending on, and including 31 December 2038.

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

Property: the land and building at Burton Latimer Civic Centre, High Street, Burton Latimer Kettering NN15 5PU shown edged red on the attached plan.

Rent Payment Date: 1st January 2019 and every fifth anniversary of that date.

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

REVIEW OF THE ANNUAL RENT

1.1 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 1.7* (**Surveyor**).

1.2 The Annual Rent shall be reviewed on each Review Date to equal:

(a) the Annual Rent payable immediately before the relevant 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;

(b) the open market rent agreed or determined pursuant to this clause.

1.3 The open market rent may be agreed between the Landlord and the Tenant at any time before it is determined by the Surveyor.

1.4 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 ;

(b) at the relevant Review Date;

(c) on the assumptions listed in *Clause 1.5*; and

(d) disregarding the matters listed in *Clause 1.6*.

1.5 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 Contractual Term at the relevant Review Date or a term of Twenty 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 willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property;

(c) 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 any purpose permitted by this lease;

(d) the Landlord and the Tenant have fully complied with their obligations in this lease;

(e) 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;

(f) no work has been carried out on the Property that has diminished its rental value;

(g) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and

(h) 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.

1.6 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 carried out 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 fit out the Property or 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.

1.7 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.

1.8 The Surveyor shall act as an expert and not as an arbitrator. The Surveyor shall determine the open market rent and shall have power to determine any issue involving the interpretation of any provision of this lease, his jurisdiction to determine the matters and issues referred to him or his terms of reference. 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.

1.9 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.

1.10 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 1.7 shall then apply in relation to the appointment of a replacement.

1.11 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably 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 or if either the Landlord or the Tenant does not pay its part of the Surveyor's fees and expenses within ten working days after demand by the Surveyor then:

(a) the other party may pay instead; and

(b) the amount so paid shall be a debt of the party that should have paid due and payable on demand to the party that actually made the payment.

The Landlord and the Tenant shall otherwise each bear their own costs in connection with the rent review.

1.12 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 that Review Date shall continue at the rate payable immediately before that Review Date, 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.

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

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

1.15 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.

Schedule 6 Service Charge Provisions

SERVICES AND SERVICE CHARGE

1 The Services are:

(a) cleaning, maintaining and repairing the Common Parts including all Service Media forming part of the Common Parts (and remedying any inherent defect);

(b) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts;

(c) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;

(d) cleaning, maintaining, repairing and replacing signage for the Common Parts;

(e)cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts;

(f) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;

(g) cleaning, maintaining, repairing and replacing a signboard showing the names and logos of the tenants and other occupiers at the entrance to the Estate;

(h) maintaining the landscaped and grassed areas of the Common Parts; and

(i) any other service or amenity that the Landlord may in its reasonable discretion provide for the benefit of the tenants and occupiers of the Estate.

2 The Service Costs are the total of:

(a) the whole of the proper and reasonable costs of:

(i) providing the services;

(ii) the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Common Parts;

(iii) complying with the recommendations and requirements of the insurers of the Estate (insofar as those recommendations and requirements relate to the Common Parts);

(iv) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts;

(v) complying with the Third Party Rights insofar as they relate to the Common Parts; and

Schedule 5 Form of Break Notice

To: Kettering Borough Council of Municipal Offices, Bowling Green Road, Kettering NN15 7QX (**Landlord**)

From: Burton Latimer Town Council of 120 High Street, Burton Latimer Kettering NN15 5RH (**Tenant**)

Premises: Burton Latimer Civic Centre, High Street, Burton Latimer Kettering NN15 5RH as demised by the lease dated [INSERT DATE OF LEASE] made between Kettering Borough Council and Burton Latimer Town Council (**Lease**)

WE, Burton Latimer Town Council for and on behalf of the Tenant **GIVE YOU NOTICE** that we the Tenant will terminate the term of the Lease on [INSERT THE BREAK DATE] in accordance with Clause 22 of the Lease so that the Lease will determine on that date, which is the Break Date for the purposes of that clause.

SIGNED: .....

NAME OF TENANT

DATED: .....

(vi) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Estate as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the Estate as a whole);

(b) the proper and reasonable costs, fees and of:

(i) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same; and

(ii) accountants employed by the Landlord to prepare and audit the service charge accounts;

(c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Estate); and

(d) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

3. Subject to the Tenant paying the Service Charge, the Landlord shall use its reasonable endeavours to repair, maintain, clean and light the Common Parts. The Landlord may, but shall not be obliged to, provide any of the other Services. The Landlord shall not be obliged to carry out any repair where the need for that repair has arisen by reason of any damage or destruction by a risk against which the Landlord is not obliged to insure.

4. Before or as soon as practicable after the start of each Service Charge Year, the Landlord shall prepare and send the Tenant a proper and reasonable estimate of the Service Costs for that Service Charge Year and a statement of the estimated Service Charge for that Service Charge Year.

5. The Tenant shall pay the estimated Service Charge for each Service Charge Year in twelve equal instalments on the first day of each month.

6. In relation to the Service Charge Year current at the date of this lease, the obligations of the Tenant to pay the estimated Service Charge and the actual Service Charge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from the date of this lease to the end of the Service Charge Year. The estimated Service Charge for which the Tenant is liable shall be paid in equal instalments the first of which shall be on the date of this lease and then on each of the remaining Rent Payment Dates during the period from the date of this lease until the end of the Service Charge Year.

7 If any cost is omitted from the calculation of the Service Charge in any Service Charge Year, the Landlord shall be entitled to include it in the estimate and certificate of the Service Charge in any following Service Charge Year. Otherwise, and except in the case of manifest error, the Service Charge certificate shall be conclusive as to all matters of fact to which it refers.

8. where the Landlord provides any Services by reason of the damage to or destruction of the Common Parts by an Insured Risk, the costs of those Services shall not be included within the Service Charge.

9. If, in respect of any Service Charge Year, the estimate of the Service Charge by the Landlord is less than the Service Charge, the Tenant shall pay the difference on demand. If, in respect of any Service Charge Year, the estimate of the Service Charge by the Landlord is more than the Service Charge, the Landlord shall credit the difference against the next instalment of the estimated Service Charge payable by the Tenant (and where the difference exceeds the next instalment then the balance of the difference shall be credited against each succeeding instalment until it is fully credited).

Executed as a deed by
Affixing the common seal of
KETTERING BOROUGH
COUNCIL

AUTHORISED OFFICER

Executed as a deed by
BURTON LATIMER TOWN
COUNCIL

acting by

..... Mayor

.....

CLERK