

DATED

LEASE

relating to

THE FOOTBALL GROUND, EDGAR STREET

HEREFORD

between

HEREFORDSHIRE DISTRICT COUNCIL

and

[PARTY 2]

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THIS LEASE IS MADE ON THE DAY OF 2015

BETWEEN:

(1) **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Plough Lane Offices Plough Lane Hereford HR4 0LE (**Landlord**).

(2) [**FULL COMPANY NAME**] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Tenant**).

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Access Road

means the route to and from the Premises to and from the road currently known as Blackfriars Street such route being shown coloured brown on the Plan or such other route as designated by the Landlord from time to time in substitution for such route

Act of Insolvency:

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any Premises or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of

amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- (i) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent of £10,000(ten thousand pounds) per annum

Area Two Land: means the land lying to the south of the Premises and shown edged green on the Plan

Area Three Land: means the land lying to the north of the Premises and shown edged blue on the Plan

Contractual Term: a term beginning on, and including 1st March 2015 and ending on, and including 30th June 2017.

Control: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

(a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or

(b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate,

and a Change of Control occurs if a person who controls any body corporate ceases to do so or if another person acquires Control of it.

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

East Stand: means the part of the Premises comprising the stand on the eastside of the pitch on the Premises

Emergency Access Route: means the route shown hatched green on the Plan or such other route as designated by the Landlord from time to time

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) or regulation 30 of the Building Regulations 2010 (SI 2010/2214

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)]

Insurance Rent: the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Premises, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses,
- (b) loss of Annual Rent of the Premises for two years, and
- (c) any insurance premium tax payable on the above.

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

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

Landlord's Neighbouring Premises: each and every part of the adjoining and neighbouring Premises in which the Landlord has an interest known as the football ground Blackfriars Street Hereford registered at the land registry with title number HE1315.

Lighting Rigs: the lighting attached to masts the approximate position of which is as shown hatched red on the Plan

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: in respect of:

- (a) the Pitch and Stand, use as a football stadium with ancillary facilities consistent from time to time with a modern football stadium;

- (b) the East Stand, use as social club or restaurant or licensed or sporting facilities or a combination thereof together with a shop and offices provided that the shop and offices are associated with the football stadium;

Pitch and Stand: the part of the Premises comprising the football pitch and stand but excluding the East Stand;

Premises: means the premises known as the land and buildings at Edgar Street Athletic Ground Edgar Street Hereford shown edged red on the attached plan including, any part of them, any additions or alterations to them, the Conducting Media exclusively serving them and the Fixtures and Fittings and following any surrender of part of this Lease means the remainder of the Premises.

Recommendation Report: a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Rent Commencement Date: [] 2015

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December

Reservations: all of the rights accepted, reserved and granted to the Landlord as at clause 4 of this lease.

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.

Third Party Rights: all rights, covenants and restrictions affecting the Premises including the matters referred to as the date of this lease in the Premises register of title number HE1315.

VAT: value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title and assigns. A reference to a **guarantor** is to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

- 1.4 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Premises** is to the whole and any part of it.
- 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.

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

- 1.9 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.
- 1.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.12 Unless the context otherwise requires, any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

- 1.14 A reference to **writing** or **written** includes fax and e-mail.
- 1.15 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

2. GRANT

- 2.1 The Landlord with full title guarantee lets the Premises to the Tenant 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 rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) the Insurance Rent; and
 - (c) all interest payable under this lease and all other sums due under this lease.

3. RIGHTS GRANTED

- 3.1 The right for the Tenant and all persons authorised by the Tenant in common with the Landlord and all other persons having a like right-
- 3.2 At all times to pass and repass:-
- (a) on foot only for all purposes connected with the Permitted Use of the Premises;
- and

- with or without vehicles for the purpose of accessing, maintaining, repairing or renewing the Premises, along the Access Road;
- (b) on foot only to enter onto Areas 2 and 3 for the purposes of collecting footballs
 - (c) on foot only to enter onto Areas 2 and 3 for the purpose of maintaining, repairing and renewing the Lighting Rigs
 - (d) on foot only in the event of emergency for leaving the Premises over and along the Emergency Access Route;
- 3.3 for the free and unrestricted passage of all water, sewage, gas, electricity and other services and utilities in and through the Conducting Media from time to time within;
- (a) the Access Road; and
 - (b) the Landlord's Neighbouring Premises
- and serving the Premises and (and subject to compliance with paragraph 3.5 below) rights of entry on to the Access Road and the Landlord's Neighbouring Premises to clean, maintain, repair, replace and renew Conducting Media save that no new connections nor new Conducting Media are to be laid within the Landlord's Neighbouring Premises and Provided further that;
- (c) the Landlord shall have the right to divert, alter or relocate such Conducting Media serving the Premises subject to the diverted, altered or relocated Conducting Media not being materially less convenient to use;
 - (e) where any such Conducting Media is used jointly by the Landlord and the Tenant, the Tenant shall on written demand pay a fair proportion of the Landlord's reasonable costs incurred in repairing, maintaining, inspecting and renewing such Conducting Media;
- 3.4 the right of entry onto such parts of the Access Road with or without plant machinery and equipment as shall be reasonably required by the Tenant for the purpose of carrying out repair and maintenance of the Premises but not so as to obstruct use by the Landlord or other authorised users of the same.
- 3.5 the rights granted above are subject to compliance by the Tenant with the following: -

- (a) such rights are only to be exercised to the extent they are necessary and only over unbuilt land;
 - (b) such rights can only be exercised after first giving to the Landlord reasonable prior written notice;
 - (c) before taking any access the Tenant shall consult with the Landlord in connection with the works that the Tenant will be carrying out and any impact that they are likely to have on the Landlord's Neighbouring Premises and the Tenant shall comply with the Landlord's reasonable requirements with regard to hours of entry that the Tenant will have to carry out the works and subject to any reasonable health and safety requirements that the Landlord may have;
 - (d) the Tenant is to execute all work at its own expense and in all cases in a good and workmanlike manner, with good and suitable materials and complying with good building practice;
 - (e) the Tenant to act with due diligence, shall cause as little disturbance, damage and inconvenience as reasonably possible and shall promptly make good all damage done to the Landlord's Premises to the Landlord's reasonable satisfaction.
- 3.6 the Landlord may alter, replace or re-align the Access Road in order to alter or re-align its route, to improve its capacity, to widen footpaths or otherwise as reasonably required by the Landlord Provided that:-
- (a) any such alteration, replacement or re-alignment is effected in such a way so as not to materially impact on the Tenant's Permitted Use of the Premises.

4. RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Adjoining Premises and to the extent possible for the benefit of any other neighbouring or adjoining Premises 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 Premises which are in existence at the date of this lease or which are installed or constructed during the period of 3 years from the commencement of the Contractual Term;

- (c) at any time during the term, the full and free right to develop the Landlord's Adjoining Premises and any neighbouring or adjoining Premises in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Premises and attach it to any building or structure on the Premises in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Premises in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Premises or re-route any means of access to or egress from the Premises;
- (g) the right to enter the Premises with or without workmen, plant and machinery in connection With completing any works required to the Access Road to upgrade and/or improve the Access Road and to complete any works so as to tie in the Access Road with the land adjoining the Access Road (including adjustment in levels).

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 Premises or loss of amenity for the Premises provided that they do not materially affect the use and enjoyment of the Premises for the Permitted Use.

4.2 The Landlord reserves the right to enter the Premises:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; and
 - (iii) the Landlord's interest in the Premises.

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 The Tenant shall allow all those entitled to exercise any right to enter the Premises, to do so with their workers, contractors, agents and professional advisors, and to enter the Premises at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

- 4.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Premises 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 Premises; or
 - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. THIRD PARTY RIGHTS

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

6. THE ANNUAL RENT

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

7. INSURANCE

- 7.1 Subject to clause 7.2, the Landlord shall keep the Premises (other than any plate glass at the Premises) insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Premises installed by the Tenant.

- 7.2 The Landlord's obligation to insure is subject to:
- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
 - (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

- 7.3 The Tenant shall pay to the Landlord on demand:
- (a) the Insurance Rent;
 - (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
 - (c) any costs that the Landlord incurs in obtaining a valuation of the Premises for insurance purposes.

If the Landlord insures the Premises together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Premises and the other land.

- 7.4 The Tenant shall:
- (a) immediately inform the Landlord if any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Premises and shall give the Landlord notice of that matter;
 - (b) not do or omit anything as a result of which any policy of insurance of the Premises or any neighbouring Premises may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
 - (c) comply at all times with the requirements and recommendations of the insurers relating to the Premises;
 - (d) give the Landlord immediate notice of the occurrence of any damage or loss relating to the Premises arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Premises;
 - (e) not affect any insurance of the Premises (except any plate glass at the Premises), but if it becomes entitled to the benefit of any insurance proceeds in respect of the Premises (other than in respect of plate glass) pay those proceeds or cause them to be paid to the Landlord; and

- (f) pay the Landlord an amount equal to any insurance money that the insurers of the Premises refuse to pay by reason of any act or omission of the Tenant or their workers, contractors or agents or any person at the Premises with the actual or implied authority of the Tenant or any of them.
- 7.5 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received or (as the case may be) in rebuilding the Premises. The Landlord shall not be obliged to:
- (a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Premises is provided; or
 - (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
 - (c) repair or rebuild the Premises after a notice has been served pursuant to clause 7.7 or clause 7.8.
- 7.6 If the Premises are damaged or destroyed by an Insured Risk so as to be unfit for occupation and use then, unless the policy of insurance of the Premises has been vitiated in whole or in part in consequence of any act or omission of the Tenant, any under tenant or their respective workers, contractors or agents or any other person on the Premises with the actual or implied authority of any of them, payment of the Annual Rent, or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Premises has been reinstated and made fit for occupation and use, or until the end of three years from the date of damage or destruction, if sooner.
- 7.7 If, following damage to or destruction of the Premises, the Landlord considers that it is impossible or impractical to reinstate the Premises, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord.
- 7.8 Provided that the Tenant has complied with its obligations in this clause, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction by an Insured Risk, the Premises has not been reinstated so as to be fit for occupation and

use within two years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance (other than any insurance for plate glass) shall belong to the Landlord

8. RATES AND TAXES

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Premises, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Premises together with other Premises, the Tenant shall pay a fair proportion of the amount payable.
- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Premises or that value as it appears on any draft rating list, without the approval of the Landlord.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. UTILITIES

- 9.1 The Tenant shall 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 Premises.
- 9.2 If any of those costs are payable in relation to the Premises together with other Premises, the Tenant shall pay a fair proportion of all those costs.

- 9.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. COMMON ITEMS

- 10.1 The Tenant shall 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 Premises in common with other Premises.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of any of those Service Media, structures or other items.

11. VAT

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

12. DEFAULT INTEREST AND INTEREST

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.
- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is

accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

13. COSTS

13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses incurred (both during and after the end of the term) in connection with or in contemplation of any of the following:

- (a) the enforcement of the tenant covenants of this lease;
- (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Premises Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. COMPENSATION ON VACATING

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

15. SET-OFF

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

16. ASSIGNMENTS

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

17. UNDERLETTINGS

The Tenant shall not underlet the whole or any part of the Premises

18. SHARING OCCUPATION

The Tenant may not share occupation of the whole or any part of the Premises.

19. CHARGING

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

20. REPAIR.

20.1 The Tenant shall keep the Premises (and the Lighting Rigs) clean and tidy and in good and substantial repair and condition and shall ensure that any Lifts and Service Media within and exclusively serving the Premises are kept in good working order save that the Tenant shall not be required to put the Premises into any better state of repair than as evidenced by the Schedule Of Condition.

20.2 The Tenant shall not be liable to repair the Premises to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Premises has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, or their respective workers, contractors or agents or any person on the Premises with the actual or implied authority of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.

21. DECORATION

21.1 The Tenant shall decorate the outside and the inside of the Premises as often as is reasonably necessary and also in the last three months before the end of the Term.

- 21.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Premises and the Permitted Use and shall include all appropriate preparatory work.
- 21.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Landlord and using materials, designs and colours approved by the Landlord.
- 21.4 The Tenant shall replace the floor coverings at the Premises within the three months before the end of the term with new ones of good quality and appropriate to the Premises and the Permitted Use.
- 21.5 The Tenant shall Keep and maintain the turf of the playing pitch at the Premises in good playing condition by using proper and approved methods of husbandry

22. ALTERATIONS

- 22.1 The Tenant shall not make any external or structural alteration or addition to the Premises and shall not make any opening in any boundary structure of the Premises.
- 22.2 The Tenant shall not install any Service Media on the exterior of the Premises nor alter the route of any Service Media at the Premises.
- 22.3 The Tenant shall not make any internal, non-structural alteration to the Premises.
- 22.4 The Tenant shall not carry out any alteration to the Premises which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate commissioned in respect of the Premises.

23. SIGNS

- 23.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.
- 23.2 The Tenant shall not attach any Signs to the exterior of the Premises or display any inside the Premises so as to be seen from the outside except Signs of a design, size and number and in a position that are appropriate to the Premises and the Permitted Use without the

consent of the Landlord, such consent not to be unreasonably withheld

- 23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Premises and shall make good any damage caused to the Premises by that removal.
- 23.4 The Tenant shall allow the Landlord to fix to and keep at the Premises any sale or re-letting board as the Landlord reasonably requires.

24. RETURNING THE PREMISES TO THE LANDLORD

- 24.1 At the end of the term the Tenant shall return the Premises to the Landlord in the repair and condition required by this lease.
- 24.2 If the Landlord gives the Tenant notice no later than three months before the end of the term, the Tenant shall remove items it has fixed to the Premises, remove any alterations it has made to the Premises and make good any damage caused to the Premises by that removal.
- 24.3 At the end of the term, the Tenant shall remove from the Premises all chattels belonging to or used by it.
- 24.4 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Premises and which have been left by the Tenant on the Premises for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 24.5 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Premises into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

25. USE

- 25.1 The Tenant shall not use the Premises for any purpose other than the Permitted Use.
- 25.2 The Tenant shall not use the Premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring Premises.
- 25.3 The Tenant shall not overload any structural part of the Premises nor any machinery or equipment at the Premises nor any Service Media at or serving the Premises.
- 25.4 The Tenant must at all times be a member of the Football Association.

26. COMPLIANCE WITH LAWS

- 26.1 The Tenant shall comply with all laws relating to:
- (a) the Premises and the occupation and use of the Premises by the Tenant;
 - (b) the use or operation of all Service Media and machinery and equipment at or serving the Premises whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Premises so that it is capable of lawful use or operation;
 - (c) any works carried out at the Premises; and
 - (d) all materials kept at or disposed from the Premises.
- 26.2 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 Premises whether by the owner or the occupier.
- 26.3 Within five working days after receipt of any notice or other communication affecting the Premises (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.

- 26.4 The Tenant shall not apply for any planning permission for the Premises without the Landlord's consent not to be unreasonably withheld.
- 26.5 As soon as the Tenant becomes aware of any defect in the Premises, 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 Premises by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 26.6 The Tenant shall keep the Premises equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Premises or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.

27. ENERGY PERFORMANCE CERTIFICATES

- 27.1 The Tenant shall:
- (a) cooperate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Premises [including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
 - (b) allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Premises for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Premises.
- 27.2 The Tenant shall not commission an Energy Performance Certificate for the Premises [without the Landlord's consent [such consent not to be unreasonably withheld.

28. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 28.1 The Tenant shall not grant any right or licence over the Premises to a third party.

- 28.2 If a third party makes or attempts to make any encroachment over the Premises or takes any action by which a right may be acquired over the Premises, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 28.3 The Tenant shall not obstruct the flow of light or air to the Premises nor obstruct any means of access to the Premises.
- 28.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Premises or that the means of access to the Premises is enjoyed with the consent of any third party.
- 28.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Premises or obstruct the means of access to the Premises, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

29. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 29.1 The Landlord may enter the Premises to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Premises.
- 29.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Premises and carry out the works needed.
- 29.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights.

30. INDEMNITY

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

31. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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

32. RE-ENTRY AND FORFEITURE

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

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

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

33. CHANGE OF CONTROL OF TENANT

(Where the Tenant is a company) if there is a Change of Control of the Tenant company the Landlord may within 12 months of such event by written

notice terminate this lease and such notice is to have effect on the date stated in it.

34. JOINT AND SEVERAL LIABILITY

- 34.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 34.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 34.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 34.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice.
- 34.5 This lease and any documents annexed to it constitute the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 34.6 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 representation or warranty (whether made innocently or negligently) other than those contained in any written replies that Herefordshire Council Legal services, Union Street, Hereford has given to any written enquiries raised by [DETAILS OF TENANT'S LEGAL ADVISERS] before the date of this lease].

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

34.8 Nothing in this clause shall limit or exclude any liability for fraud.

35. NOTICES, CONSENTS AND APPROVALS

35.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

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

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

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

35.3 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.

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

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

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and

- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

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

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

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

36. 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.

37. JURISDICTION

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

38. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

38.1 The Parties confirm that:

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

(c) there is no agreement for lease to which this lease gives effect.

38.2 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.

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

DRAFT

THE COMMON SEAL OF
COUNTY OF HEREFORDSHIRE
DISTRICT COUNCIL WAS
HEREUNTO AFFIXED IN THE
PRESENCE OF

.....
[AUTHORISED OFFICER]

Executed as a deed by [NAME OF
TENANT] acting by [NAME OF
FIRST DIRECTOR], a director and
[NAME OF SECOND DIRECTOR
OR SECRETARY], [a director **OR**
its secretary]

.....
[SIGNATURE OF FIRST
DIRECTOR]
Director
.....
[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]
[Director **OR** Secretary]

OR

Executed as a deed by [NAME OF
TENANT] acting by [NAME OF
DIRECTOR], a director, in the
presence of:

.....
[SIGNATURE OF DIRECTOR]
Director

.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND
OCCUPATION] OF WITNESS]