

Dated

2022

PORTISHEAD TOWN COUNCIL
and
PORTISHEAD YOUTH CENTRE LIMITED

RENEWAL LEASE
relating to
Portishead Youth Centre, Harbour Road, Portishead,
Bristol, BS20 7DD

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PRESCRIBED CLAUSES

- LR1. Date of Lease**
2022
- LR2. Title number(s)**
LR2.1 Landlord's title number(s) ST297174
LR2.2 Other title numbers None
- LR3. LR3. Parties to this lease**
- Landlord**
Portishead Town Council
The Folk Hall, 95 High Street, Portishead Bristol BS20 6PR
- Tenant**
Portishead Youth Centre Limited (Company registered number 07588073)
Whose registered office is at 1 Harbour Road Portishead North Somerset BS20 7DD
- Other Parties**
None
- LR4. Property**
In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.
See the definition of "Property" in clause 1.1 of this lease.
- LR5. Prescribed statements etc.**
- LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**
None.
- LR5.2 This lease is made under, or by reference to, provisions of:**
None
- LR6. Terms 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
None
- LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**
The easements as specified in clause 4 of this lease.
- LR12. Estate rentcharge burdening the Property**
None
- LR13. Application for standard form of restriction**
The Parties to this lease apply to enter the following standard form of restriction against the title of the Property
None
- LR14. Declaration of trust where there is more than one person comprising the Tenant**
None

THIS LEASE is dated

2022

PARTIES

- (1) **PORTISHEAD TOWN COUNCIL** of The Folk Hall, 95 High Street, Portishead Bristol BS20 6PR (**Landlord**); and
- (2) **PORTISHEAD YOUTH CENTRE LIMITED** (Company Registration number 07588073) whose registered office is at 1 Harbour Road Portishead North Somerset BS20 7DD (**Tenant**).

AGREED TERMS

1 INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Act of Insolvency means any one or more of the following:

- 1.1.1 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; or
- 1.1.2 the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor; or
- 1.1.3 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; or
- 1.1.4 the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor; or
- 1.1.5 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; or
- 1.1.6 the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor; or
- 1.1.7 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; or
- 1.1.8 the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- 1.1.9 the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- 1.1.10 the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or any guarantor.

Annual Rent means rent at one peppercorn (if demanded) per annum.

Building means the building shown coloured yellow on the attached plan.

Contractual Term means a term of thirty (30) years from and including [*the date of this lease*] 2022 and ending on, and including [] 2052.

CDM Regulations means the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Default Interest Rate means four percentage (4%) points above the Interest Rate.

Energy Assessor means an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate means a certificate as defined in regulation 2(1) of the EPC Regulations.

Energy Regulations means Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

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 subsidence heave landslip terrorism malicious damage 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 means interest at the base rate from time to time of HSBC Bank plc, or if that base rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

Landlord's Neighbouring Property means each and every part of the adjoining and neighbouring property in which the Landlord has an interest including but not limited to land known as land and buildings adjoining Station Road, Portishead, North Somerset as registered at the Land Registry under title number ST297174 (with other land).

LPA 1925 means Law of Property Act 1925.

LTA 1995 means the Landlord and Tenant (Covenants) Act 1995.

LTA 1954 means Landlord and Tenant Act 1954.

Permitted Use means to use and occupy the Property only in connection with youth and community activities within North Somerset.

Previous Lease means the lease of the Property dated 10 December 2013 and made between (1) the Landlord and (2) the Tenant and the documents made supplemental to it.

Property means the land and buildings adjoining Station Road, Portishead, North Somerset as shown edged red on the attached plan and forming part of the land and buildings registered at the Land Registry with title absolute under title number ST297174.

Recommendation Report means a report as defined in regulation 4 of the EPC Regulations.

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

Service Media means all media for the supply or removal of heat, air (but not the extractor fans or extraction units in the kitchen), 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 means all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register of title number ST297174 as at 19 May 2022 at 14:07:39.

VAT means value added tax chargeable under the Value Added tax Act 1994 or any similar replacement or additional tax.

- 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.
- 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 LTA 1995.
- 1.6 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.7 A reference to the **term** is to the Contractual Term and statutory continuation of this lease.
- 1.8 A reference to the **end of the term** is to the end of the term however it ends.
- 1.9 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 36.5 and references to the approval of the Landlord are to the **approval** of the Landlord given in accordance with clause 36.6.
- 1.10 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.11 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.12 A reference to laws in general is to all local, national and directly applicable supranational laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.14 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.15 A **person** includes a corporate or unincorporated body.
- 1.16 References to **writing** or **written** does not include email or fax.
- 1.17 Except where a contrary intention appears, a reference to a clause or Schedule, is a reference to a clause of, or Schedule to, this lease and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.
- 1.18 Clause, Schedule and paragraph headings do not affect the interpretation of this lease.
- 1.19 For the purposes of the definition of an Act of Insolvency:
 - 1.19.1 where any of the paragraphs in that definition apply in relation to:

- (a) a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
- (b) a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and

1.19.2 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.

2 GRANT

- 2.1 The Landlord with full title guarantee lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
 - 2.3.1 the Annual Rent;
 - 2.3.2 all interest payable under this lease; and
 - 2.3.3 all other sums due under this lease.

3 ANCILLARY RIGHTS

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the LPA 1925 does not apply to this lease.

4 RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
 - 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
 - 4.1.2 the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the period of eighty years from the commencement of the Contractual Term;
 - 4.1.3 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;
 - 4.1.4 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;
 - 4.1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
 - 4.1.6 the right to re-route any Service Media at or 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:

4.2.1 to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

(a) this lease;

(b) the Reservations; and

(c) the Landlord's interest in the Property.

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

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

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

4.5.1 physical damage to the Property; or

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

5 THIRD PARTY RIGHTS

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

5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

6 THE ANNUAL RENT

The Tenant shall pay the Annual Rent (if demanded).

7 INSURANCE

7.1 Subject to clause 7.2, the Landlord shall keep the Property insured against loss or damage by the Insured Risks for the sum which the Landlord reasonably 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 Property installed by the Tenant.

7.2 The Landlord's obligation to insure is subject to:

7.2.1 any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and

7.2.2 insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

7.3 The Tenant shall:

7.3.1 give the Landlord notice immediately 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 Property;

7.3.2 subject to the Landlord having previously supplied to the Tenant a copy of the current buildings insurance schedule and policy conditions not to do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property 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;

7.3.3 comply at all times with the reasonable requirements of the insurers relating to the Property;

7.3.4 give the Landlord notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property immediately upon becoming aware of the same.

7.3.5 not effect any insurance of the Property at the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property pay those proceeds or cause them to be paid to the Landlord; and

7.3.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.

7.4 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 Property. The Landlord shall not be obliged to:

7.4.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or

7.4.2 repair or rebuild the Property after a notice has been served pursuant to clause 7.5 or 7.6

7.5 If, following damage to or destruction of the Property, the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, 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.

7.6 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 Property has not been reinstated so as to be fit for occupation and use within three 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 payable in respect of the Property, its use and any works carried out there, other than:

8.1.1 any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or

8.1.2 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 are payable in respect of the Property together with other property, 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 Property 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 Property.

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

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

10 VAT

10.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

10.2 Every obligation on the Tenant, under or in connection with this Lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

11 DEFAULT INTEREST AND INTEREST

11.1 If any 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 at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

11.2 If the Landlord does not demand or accept any 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 from the date the amount (or each part of it) became due until the date it is accepted by the Landlord.

12 COSTS

12.1 The Tenant shall pay the proper and reasonable 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 reasonable contemplation of any of the following:

12.1.1 the enforcement of the tenant covenants of this lease;

- 12.1.2 serving any notice in connection with this lease under section 146 or 147 of the LPA 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- 12.1.3 serving any notice in connection with this lease under section 17 of the LTA 1995;
- 12.1.4 the preparation and service of a schedule of dilapidations in connection with this lease: or
- 12.1.5 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).

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

13 NO DEDUCTION, COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this lease are to be paid by the Tenant without deduction, counterclaim or setoff.

14 REGISTRATION OF THIS LEASE

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.

15 ASSIGNMENTS

- 15.1 The Tenant shall not assign the whole of this lease.
- 15.2 The Tenant shall not assign part only of this lease.

16 UNDERLETTINGS

The Tenant shall not underlet the whole of the Property nor underlet part only of the Property.

17 CHARGING

- 17.1 The Tenant shall not charge the whole of this lease.
- 17.2 The Tenant shall not charge part only of this lease.

18 PROHIBITION OF OTHER DEALINGS

Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership) but so that this shall not prohibit the Tenant from granting third parties licences to occupy part or parts of the Property in a manner where no relationship of landlord and tenant is created (subject to obtaining the Landlord's consent to such licences).

19 CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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

20 REPAIRS

- 20.1 Subject to clause 32, the Tenant shall keep the Property clean and tidy and in good repair and condition.
- 20.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:
- 20.2.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- 20.2.2 the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 7.2.
- 20.3 The Tenant shall clean the inside and outside of all windows at the Property as often as is necessary.

21 DECORATION

- 21.1 The Tenant shall decorate the inside of the Property 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 Property 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 reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord, such approval not to be unreasonably withheld or delayed.
- 21.4 The Tenant shall where necessary replace the floor coverings at the Property within three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

22 ALTERATIONS

- 22.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 22.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord.
- 22.3 The Tenant shall not make any internal, non-structural alteration to the Property without the consent of the Landlord.
- 22.4 The Tenant shall not carry out any alteration to the Property 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 Property.

23 SIGNS

- 23.1 to this clause Signs include signs, fascia, placards, boards, posters and advertisements.
- 23.2 The Tenant shall not attach any illuminated signs to the exterior of the Property or display any inside the Property 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 Property and the Permitted Use, without the consent of the Landlord.

23.3 Before the end of the term, the Tenant shall remove any Signs placed by it at the Property and shall make good any damage caused to the Property by that removal.

23.4 During the last six months of the Contractual Term the Tenant shall allow the Landlord to fix to and keep at the Property any sale or re-letting board as the Landlord reasonably requires.

24 RETURNING THE PROPERTY TO THE LANDLORD

24.1 At the end of the Contractual Term the Tenant shall return the Property to the Landlord in the repair and condition required by this lease.

24.2 If the Landlord gives the Tenant written notice (being not less than two months before the end of the Contractual Term), the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

24.3 At the end of the term, the Tenant shall remove from the Property 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 Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term, The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

24.5 At the expiry of the Contractual Term, the Tenant will yield up the Property in repair and in accordance with the terms of the Previous Lease (to include the Contractual Term and any period of occupation prior to the Contractual Term, including alterations made during the period of occupation pursuant to the Previous Lease) and will give all keys of the Property to the Landlord.

25 USE

25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.

25.2 The Tenant shall not use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, its other tenants or any other owner or occupier of neighbouring property.

25.3 The Tenant shall not overload any structural part of the Property nor any machinery or equipment at the Property nor any Service Media at or serving the Property.

25.4 The Tenant shall not use the Property at any time to carry on or permit or suffer to be carried on in or upon or about the Property any trade business or calling whatsoever without the Landlord's consent other than any business ancillary to the Permitted Use.

25.5 The Tenant shall deposit all refuse in suitable containers and not permit refuse to cause an eyesore in or about the Property.

25.6 The Tenant shall not allow the playing of musical instruments (which shall include drums and percussions) on the Property except under the supervision of a responsible officer or employee of the Tenant and not at any time in a manner so as to cause a nuisance to the occupiers of neighbouring premises.

26 COMPLIANCE WITH LAWS

26.1 The Tenant shall comply with all laws relating to:

26.1.1 the Property and the occupation and use of the Property by the Tenant;

26.1.2 the use of all Service Media and machinery and equipment at or serving the Property;

- 26.1.3 any works carried out at the Property; and
- 26.1.4 all materials kept at or disposed from the Property.
- 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 Property whether by the owner or the occupier.
- 26.3 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:
 - 26.3.1 send a copy of the relevant document to the Landlord; and
 - 26.3.2 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 reasonably require.
- 26.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent, such consent not to be unreasonably withheld or delayed.
- 26.5 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.
- 26.6 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.
- 26.7 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.
- 26.8 The Tenant shall keep the Property 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 Property 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:
 - 27.1.1 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 Property 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
 - 27.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property.

28 ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

- 28.1 Except as permitted by clause 18 the Tenant shall not grant any right or licence over the Property to a third party.
- 28.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
 - 28.2.1 immediately give notice to the Landlord; and

28.2.2 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 Property nor obstruct any means of access to the Property.

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

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

28.5.1 immediately notify the Landlord; and

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

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 Property and carry out the works needed.

29.3 The proper and reasonable 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, including those under clause 33.

30 INDEMNITY

The Tenant shall keep the Landlord indemnified against all proper and reasonable expenses, costs, claims, damage and loss (including any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

31 LANDLORDS COVENANT FOR QUIET ENJOYMENT

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

32 LANDLORD'S COVENANT TO REPAIR

The Landlord shall use its reasonable endeavours to keep:

32.1 the structural and exterior parts of the Building including the glass in the window and the window frames;

32.2 the Service Media serving the Property;

- 32.3 the air conditioning ventilation (but not the extraction fans or units in the kitchen) and heating systems within or serving the Building;
 - 32.4 the grounds and lighting outside the Building but within the Property, and
 - 32.5 the lightning protection for the Building and the solar panels on the roof of the Building and all equipment ancillary thereto,
- in a reasonable state of repair.

Without prejudice to its obligations under clause 7, the Landlord shall not be obliged to carry out any repair where the need for any repair has arisen by reason of the occurrence of an Insured Risk.

33 RE-ENTRY AND FORFEITURE

- 33.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
 - 33.1.1 any breach of any condition of, or tenant covenant, in this lease; or
 - 33.1.2 an Act of Insolvency.
- 33.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

34 LIABILITY

- 34.1 The obligations of the Tenant arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 34.2 In any case where the facts are or should reasonably be known to the Tenant, 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 facts that give rise to the failure and the Landlord has not remedied the failure within a reasonable time.

35 ENTIRE AGREEMENT

- 35.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to subject matter.
- 35.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 35.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 35.4 Nothing in this clause shall limit or exclude any liability for fraud.

36 NOTICES, CONSENTS AND APPROVALS

- 36.1 A notice given under or in connection with this lease shall be:
 - 36.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing; or

36.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.

36.2 If a notice is given in accordance with clause 36.1, it shall be deemed to have been received:

36.2.1 if delivered by hand, at the time the notice is left at the proper address; or

36.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.

36.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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

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

36.5.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord; and

36.5.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

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

36.6.1 the approval is being given in a case of emergency; or

36.6.2 this lease expressly states that the approval need not be in writing.

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

37 GOVERNING LAW AND JURISDICTION

37.1 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.

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

38 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999 but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

39 LANDLORD AND TENANT (COVENANTS) ACT 1995

This lease creates a new tenancy for the purposes of the LTA 1995.

40 COUNCIL'S STATUTORY POWERS

Nothing contained or implied in this Lease will restrict prejudice or otherwise affect the duties, powers, rights and obligations of the Landlord granted to or imposed on it including (but without prejudice to the generality of the foregoing) the exercise of its functions as the local planning authority, highway authority, under the Environmental Protection Act 1990 or as agent for any other competent authority and under any public or private bye-law, code of conduct, consent, direction, instrument, notice, order, permission, plan, regulation, rule, statute or statutory instrument all which duties, powers, rights and obligations will be as fully and freely exercisable in relation to the Property as if this lease had not been executed.

41 TENANT'S BREAK CLAUSE

If the Tenant wishes to determine this Lease at any time after the expiration of the fifth year of the Contractual Term (being for the avoidance of doubt 2027) it shall give to the Landlord not less than twelve months prior notice in writing then upon the expiry of such notice the Contractual Term shall immediately cease and determine but without prejudice to the rights of either party in respect of any antecedent claim or breach of covenant.

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

Executed as a Deed as The Common Seal of the
PORTISHEAD TOWN COUNCIL
Was Hereunto affixed
in the presence of:

Authorised Signatory

Executed as a deed by)
PORTISHEAD YOUTH CENTRE LIMITED)
acting by)
in the presence of) **Director**

Signature:

Name of witness:

Address:

.....

.....

Occupation of witness: