

Dated

2013

Lease relating to xxxxx

xxxxx and The Friends of the North Pennines AONB and European Geopark

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PRESCRIBED CLAUSES

<p>LR1. Date of lease</p>	
<p>LR2. Title number(s)</p>	<p>LR2.1 Landlord's title number(s)</p> <p><i>Title number(s) out of which this lease is granted. Leave blank if not registered.</i></p> <p>Xxxxx</p> <p>LR2.2 Other title numbers</p> <p><i>Existing title number(s) against which entries of matters referred to in LR9 LR10 LR11 and LR13 are to be made.</i></p> <p>None</p>
<p>LR3. Parties to this lease</p> <p><i>Give full names addresses and company's registered number if any of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p>Landlord</p> <p><u>XXXXX</u></p> <p>Tenant</p> <p><u>THE FRIENDS OF NORTH PENNINES AONB AND EUROPEAN GEOPARK</u> (CRN: 7240526) whose registered office is at 1 Martin Street Stanhope Bishop Auckland County Durham DL13 2UY (a registered charity number: 1137467)</p> <p>Other parties</p> <p>None</p> <p><i>Specify capacity of each party for example "management company" "guarantor" etc.</i></p>
<p>LR4. Property</p> <p><i>Insert a full description of the land being leased</i></p> <p>or</p> <p><i>Refer to the clause schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title a plan must be attached to this lease and any floor levels must be specified.</i></p>	<p>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.</p> <p>Refer to definition of "Property" in clause 1.1</p>
<p>LR5. Prescribed statements etc.</p> <p><i>If this lease includes a statement falling within LR5.1 insert under that sub-clause the relevant statement or refer to the clause schedule or paragraph of a schedule in this lease which contains the statement.</i></p>	<p>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</p>

<p><i>In LR5.2 omit or delete those Acts which do not apply to this lease.</i></p>	<p>Rules 2003.</p> <p>See clause 37</p> <p>LR5.2 This lease is made under or by reference to provisions of:</p> <p>Leasehold Reform Act 1967</p> <p>Housing Act 1985</p> <p>Housing Act 1988</p> <p>Housing Act 1996</p>
<p>LR6. Term for which the Property is leased</p> <p><i>Include only the appropriate statement (duly completed) from the three options.</i></p> <p><i>NOTE: The information you provide or refer to here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p>Refer to definition of “Contractual Term” in clause 1.1</p>
<p>LR7. Premium</p> <p><i>Specify the total premium inclusive of any VAT where payable.</i></p>	<p>None</p>
<p>LR8. Prohibitions or restrictions on disposing of this lease</p> <p><i>Include whichever of the two statements is appropriate.</i></p> <p><i>Do not set out here the wording of the provision.</i></p>	<p>This lease contains a provision that prohibits or restricts dispositions</p>
<p>LR9. Rights of acquisition etc.</p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant’s contractual rights to renew this lease to acquire the reversion or another lease of the Property or to acquire an interest in other land</p> <p>None</p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord’s contractual rights to acquire</p>

	<p>this lease</p> <p>Refer to clause 34</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</p> <p><i>Insert the relevant provisions or refer to the clause schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>None</p>
<p>LR11. Easements</p> <p><i>Refer here only to the clause schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>Refer to clause 3</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Refer to clause 4</p>
<p>LR12. Estate rentcharge burdening the Property</p> <p><i>Refer here only to the clause schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p>None</p>
<p>LR13. Application for standard form of restriction</p> <p><i>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them tell us who is applying against which title and set out the full text of the restriction you are applying for.</i></p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant</p> <p><i>If the Tenant is one person omit or delete all the alternative statements.</i></p> <p><i>If the Tenant is more than one person complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p>None</p>

THIS LEASE is made

2013 BETWEEN:-

- (1) xxxxx (“the Landlord”)
- (2) THE FRIENDS OF THE NORTH PENNINES AONB AND EUROPEAN GEOPARK (CRN: 07240526) whose registered office is at 1 Martin Street Stanhope Bishop Auckland County Durham DL13 2UY (Registered Charity Number: 1137467) (“Tenant”)

NOW IT IS AGREED AS FOLLOWS:-

1. **INTERPRETATION**

1.1 The definitions and rules of interpretation set out in this clause apply to this Lease:-

“Accessway”	means the accessway shown coloured brown on the Plan
“Annual Rent”	one peppercorn per annum
“Contractual Term”	a term of twenty five years beginning on and including and ending on and including
“Default Interest Rate”	four percentage points above the Interest Rate
“Fair Wear and Tear”	means any deterioration of the fabric following completion of the Tenant’s Works as a result of deterioration arising from adverse weather conditions or third party action
“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 Property 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) any insurance premium tax payable on the above
“Insured Risks”	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”	interest at the base lending rate from time to time of Lloyds

	TSB Bank plc or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord
“Landlord”	means the Landlord and their successors in title from time to time
“Permitted Use”	the maintenance and restoration of the structures known as the xxxxx and other structures on the Property as detailed in the Tenant’s Works together with ancillary horticultural and landscaping works and the use of the Property for Public Viewing and for Research Purposes
“Plan”	the plan annexed to this lease
“Property”	the land and buildings known as the xxxxx together with adjoining land shown edged red on the Plan
“Public Viewing”	Means granting access to the Property on foot only to such members of the general public as the Tenant may permit in a controlled manner so as not to cause damage or disturbance to the Property for social and educational purposes only
“Rent Commencement Date”	the date of this Lease
“Rent Payment Date”	the date of this lease and each supplemental anniversary
“Research Purposes”	means use of the Property for the purposes of research into the structures on the Property provided always that such research shall not include any additional archaeological surveys or investigations without the express consent of the Landlord
“Service Media”	all media for the supply or removal of heat electricity gas water sewage 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 Property including the matters referred to in the title registers of the Title Number in so far as they relate to and affect the Property
“Title Number”	means xxxxx
“Tenant’s Works”	means the scheme of works to be agreed between the Landlord and the Tenant and annexed to this Lease or such alternative works as may be agreed between the parties from time to time (acting reasonably)

- “VAT” value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax
- “1954 Act” Landlord and Tenant Act 1954
- 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 or collateral with 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 payments relating to the access tracks referred to in clause 9.1 below a reference to a “fair proportion” is to a fair proportion of the total amount payable according to the level of use of the tenant to be agreed between the Landlord and Tenant from time to time acting reasonably
- 1.5 The expressions “landlord covenant” and “tenant covenant” each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995
- 1.6 Unless the context otherwise requires a reference to the “Property” is to the whole and any part of it
- 1.7 A reference to the “term” is to the Contractual Term and any agreed or 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 36.4 and references to the “approval” of the Landlord are to the approval of the Landlord given in accordance with clause 36.5
- 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 supra-national 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” do not include faxes or email
- 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

2. GRANT

- 2.1 The Landlord with limited title guarantee lets the Property to the Tenant for the Contractual Term
- 2.2 The grant is made together with the ancillary 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:-
 - 2.3.1 the Annual Rent and all VAT in respect of it (if demanded)
 - 2.3.2 within 14 days of written demand all interest payable under this Lease and
 - 2.3.3 within 14 days of written demand all other sums due under this Lease

3. ANCILLARY RIGHTS

- 3.1 Except as mentioned in clause 3.2 and 3.3 neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property and section 62 of the Law of Property Act 1925 does not apply to this Lease
- 3.2 Subject to obtaining the prior written approval of the Landlord to the scope and specification of any upgrade or works to be undertaken to the Accessway a right of way and access at all times over the Accessway for the Tenant his agents servants and

licensees (in common with all other persons entitled to the like right) on foot or where reasonably necessary with or without vehicles plant scaffolding and machinery onto the Property for the purposes of the Permitted Use

- 3.3 The right so far as the Landlord is able to grant the same to park up to five cars on the area shown edged pink on the plan provided always that such parking is temporary and in connection with the Permitted Use

4. **RIGHTS EXCEPTED AND RESERVED**

- 4.1 The following rights are excepted and reserved from this Lease to the Landlord (the "Reservations"):-

4.1.1 rights of light air support and protection as 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 Contractual Term

4.1.3 the right (subject to the provisions of the Ground Game Acts 1880 and 1906) to all game hares rabbits and all fish and wildfowl and nests and eggs of game thereon and the right of preserving shooting fishing and taking the same and the right of entry at all times upon the Property for the Landlord and all persons duly authorised by him for the purpose of exercising such rights

4.1.4 the rights to all mines and minerals within and under the Property (other than the mines and minerals vested in the Coal Authority by virtue of the Coal Acts 1938 to 1943 and the Coal Industry Nationalisation Act 1946) with liberty for the Landlord his lessees and licensees and all persons duly authorised by him or them to enter upon the Property and there to prospect for and work the said mines minerals and substrata

4.1.5 a right of way over the Property for the Landlord its tenants agents and licensees with or without vehicles plant machinery equipment and animals for the Landlord and all persons authorised by him from time to time

4.1.6 rights to:-

(a) develop any neighbouring property (whether or not belonging to the Landlord)

(b) build on or into any boundary wall of the Property and

(c) re-route any Service Media at or serving the Property or any means of access to or egress from the Property

notwithstanding that any of those works result in a reduction in the flow of light or air to the Property or loss of amenity for the Property

- 4.1.7 the right to enter the Property to repair maintain or replace any Service Media or structure relevant to any of the other Reservations and
- 4.1.8 the right to enter the Property for any other purpose mentioned in this Lease or for any other purpose connected with this Lease or with the Landlord's interest in the Property or in any neighbouring property
- 4.1.9 the right to all timber and trees that are not timber and saplings tellers and underwood of every description on the Property with the right to enter the Property to cut trees down grub them up convert them and carry them away and plant other trees in lieu of them doing as little damage as possible and paying the Tenant reasonable compensation for any damage suffered by the exercise of this right (though it is acknowledged that the Tenant may remove scrub trees in connection with the Tenant's Works and remove timber restricting views of the Tenant's Works or threatening the structures on the Property with the Landlord's consent)
- 4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them and by anyone authorised in writing by the Landlord
- 4.3 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 (in writing) to the Tenant
- 4.4 No one 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 rights except for:-
 - 4.4.1 physical damage to the Property or
 - 4.4.2 any loss damage injury nuisance or inconvenience in relation to which the law prevents the Landlord 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 a sum equal to the estimated cost of the Tenant's Works (which at the date of this lease are estimated to be Seventy thousand pounds £70,000)

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 pay to the Landlord on demand as Rent:-

7.3.1 the Insurance Rent

7.3.2 any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy and

7.3.3 any costs that the Landlord incurs in obtaining a valuation of the Property for insurance purposes

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

7.4 The Tenant shall:-

7.4.1 give the Landlord notice immediately 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 Property

7.4.2 not 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

- 7.4.3 comply at all times with the requirements and recommendations of the insurers relating to the Property
 - 7.4.4 give the Landlord immediate 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
 - 7.4.5 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
 - 7.4.6 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
- 7.5 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 Property. The Landlord shall not be obliged to:-
- 7.5.1 provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided or
 - 7.5.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent or
 - 7.5.3 repair or rebuild the Property after a notice has been served pursuant to clause 7.6
- 7.6 If following damage to or destruction of the Property the Landlord considers that it is impossible or impractical to reinstate the Property the Landlord may terminate this Lease by giving one month's written 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
- 7.7 The tenant shall maintain insurance to a minimum sum of £5,000,000.00 (Five million pounds) against employers and third party public liability in connection with any injury (including death) loss or damage to any persons or property belonging to any third party arising out of the exercise by the Tenant its employees agents contractors or members of the public of the rights granted by this Lease

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 such proportion being reasonably attributable to the Property
- 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 (such approval not to be unreasonably withheld or delayed)
- 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. COMMON ITEMS

- 9.1 The Tenant shall pay the Landlord within 28 days of written demand a fair proportion of all reasonable costs payable for the maintenance repair lighting cleaning and renewal of all access tracks and other items used or capable of being used by the Property in common with other property
- 9.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in writing in connection with the use of any of the access tracks or other items

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 provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount
- 10.2 Every obligation on the Tenant under or in connection with this Lease to pay refund or to indemnify the Landlord or any other person any money or against any liability includes an obligation to pay refund or indemnify against any VAT or an amount equal to any VAT

chargeable in respect of it provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount

11. **DEFAULT INTEREST AND INTEREST**

- 11.1 If any money payable under this Lease has not been paid within 28 days of 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 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 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 reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses including VAT (incurred both during and after the end of the term) in connection with or in contemplation of:-
- 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 Law of Property Act 1925 or taking any proceedings under either of those sections notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
 - 12.1.3 serving any notice in connection with this Lease under section 17 of the Landlord and Tenant (Covenants) Act 1995
 - 12.1.4 the preparation and service of a schedule of dilapidations in connection with this Lease and
 - 12.1.5 any consent or approval applied for under this Lease whether or not it is granted unless such consent is unreasonably withheld or issued subject to unreasonable conditions
- 12.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' reasonable and proper costs and expenses (whether under this or

any other clause of this Lease) that obligation extends to those reasonable and proper costs and expenses assessed on a full indemnity basis

13. COMPENSATION ON VACATING

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the Landlord and Tenant Act 1927 or the 1954 Act is excluded except to the extent that the legislation prevents that right being excluded

14. NO DEDUCTION COUNTERCLAIM OR SET-OFF

The Annual Rent and all other money due under this Lease are to be paid by the Tenant or any guarantor (as the case may be) without deduction counterclaim or set-off

15. REGISTRATION OF THIS LEASE

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

16. ASSIGNMENTS

16.1 The Tenant shall not assign the whole of this Lease or part only of this Lease other than in accordance with clause 16.2 below

16.2 The Tenant may with the prior consent of the Landlord assign this Lease to xxxxx or any other appropriate body (provided such alternative body is acceptable to the Landlord, the landlord's decision being final) though the Landlord and Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to such an assignment if any of the following circumstances exist at the date of the Tenant's application to assign:-

16.2.1 any money due under this Lease is outstanding (whether demanded or not)

16.2.2 there has been a material breach of a tenant covenant which has not be remedied and

16.2.3 in the Landlord's reasonable opinion xxxxx is not of sufficient financial standing to comply with the tenants covenants of this Lease

17. UNDERLETTINGS

17.1 The Tenant shall not underlet the whole of the Property

17.2 The Tenant shall not underlet part only of the Property

18. **CHARGING**

18.1 The Tenant shall not charge the whole of this Lease

18.2 The Tenant shall not charge part only of this Lease

19. **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 the Land Registry or by reason only of joint legal ownership)

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

20.1 In this clause a "Transaction" is:-

20.1.1 any dealing with this Lease or the devolution or transmission of or parting with possession of any interest in it or

20.1.2 the creation of any underlease or other interest out of this Lease or out of any interest underlease derived from it and any dealing devolution or transmission of or parting with possession of any such interest or underlease or

20.1.3 the making of any other arrangement for the occupation of the Property

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

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

20.3.1 give the Landlord's solicitors notice of the Transaction and

20.3.2 deliver one certified copy of any document effecting the Transaction to the Landlord's solicitors and

20.3.3 pay the Landlord's solicitors a registration fee of Thirty pounds (£30.00) (plus VAT)

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

21. **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 the 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

22. **REPAIRS**

22.1 The Tenant shall stabilise and restore the structures on the Property in accordance with the Tenant's Works and which the parties shall use best endeavours to agree within six months of the date hereof and subsequently keep the said structures in good repair and condition in accordance with any maintenance schedule agreed between the Landlord and Tenant from time to time

22.2 The Tenant shall not erect any new structures on the Property or undertake any substantial works of repair or refurbishment at the Property without first obtaining the Landlord's consent to the same

22.3 The Tenant shall repair and make good as soon as reasonably practicable any damage to the Accessway caused by the Tenant or its licensees contractors or all persons authorised by them from time to time. If the Tenant does not comply with its obligations in this clause the Landlord may carry out such repair works as are necessary and reclaim the costs of such works from the Tenant. The amount shall be a debt due on demand from the Tenant to the Landlord

23. **ALTERATIONS AND IMPROVEMENTS**

23.1 The Tenant shall not make any opening in any boundary structure of the Property

23.2 The Tenant shall not install any Service Media at the Property nor alter the route of any Service Media at the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed

23.3 The Tenant may with the prior written consent of the Landlord erect such interpretation panels signage steps platforms and landscaping as is necessary to enhance the Property for the purposes of the Permitted Use provided that the specification of all such installations and ancillary works are approved in advance by the Landlord

23.4 The Tenant may (provided all necessary consents planning permissions and highways authority approvals are obtained) carry out alterations and improvements to the parking area shown edged pink on the Plan with a view to providing parking spaces for three additional cars provided all such works are agreed in advance by the Landlord

24. **SIGNS**

24.1 In this clause "Signs" include signs fascia placards boards posters and advertisements

24.2 The Tenant shall not erect any Signs at the Property without the prior written consent of the Landlord such consent not to be unreasonably withheld or delayed

24.3 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

25. **FENCING**

25.1 The Tenant shall before commencement of the Tenant's Works erect and thereafter maintain a fence between points A and B shown on the Plan. Such fence to be to a post and four rail fence erected to the reasonable satisfaction of the Landlord.

25.2 The Tenant shall use reasonable endeavours to ensure that no members of the public enter the area shown hatched black on the plan and appropriate signage shall be placed on the fence referred to in clause 25.1 above to indicate that no access to this area is permitted

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

26.1 At the end of the term the Tenant shall return the Property to the Landlord in accordance with the terms of this Lease (though with regards to the condition of the structures on the Property the Landlord and Tenant acknowledge that Fair Wear and Tear is excepted)

26.2 At the end of the term the Tenant shall remove from the Property all chattels belonging to or used by it

26.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal

26.4 If the Tenant does not comply with its obligations in this clause (it being agreed for the avoidance of doubt that compliance with the scheme detailed in the Tenant's Works shall not give rise to liability under this clause in respect of those works) then without prejudice to any other right or remedy of the Landlord the Tenant shall pay the Landlord an amount equal to the amount that it would reasonably take to put the Property into the condition it was in prior to the Tenant taking possession and had the Tenant performed its

obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord

27. USE

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

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

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

28. COMPLIANCE WITH LAWS

28.1 The Tenant shall comply with all laws relating to:-

28.1.1 the Property and the occupation and use of the Property by the Tenant but not in relation to any obligation outstanding immediately prior to the date of this Lease

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

28.1.3 any works carried out at the Property and

28.1.4 all materials kept at or disposed from the Property

28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this Lease the Tenant shall carry out all works that are required under any law to be carried out at the Property by the occupier only

28.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:-

28.3.1 send a copy of the relevant document to the Landlord and

28.3.2 take all reasonable 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

28.4 The Tenant shall not apply for planning permission for the Property without the Landlord's consent such consent not to be unreasonably withheld or delayed

28.5 The Tenant shall not carry out any works at the Property in respect of which the Construction (Design and Management) Regulations 1994 apply without the consent of the Landlord. Such consent is not to be unreasonably withheld or delayed in the case of

works in respect of which the Landlord is not otherwise to withhold its consent unreasonably or which the Tenant is obliged to carry out under the terms of this Lease

28.6 The Tenant shall maintain the health and safety file for the Property in accordance with the Construction (Design and Management) Regulations 1994 and shall give it to the Landlord at the end of the term

28.7 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

29. **ENCROACHMENTS OBSTRUCTIONS AND ACQUISITION OF RIGHTS**

29.1 The Tenant shall not grant any right or licence over the Property to a third party

29.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property the Tenant shall:-

29.2.1 notify the Landlord as soon as reasonably practicable after becoming aware of the same and

29.2.2 at the cost of the Landlord take all reasonable steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action Provided Always that the Tenant shall not be obliged by virtue of this subclause or any other provision contained in this Lease to take any steps likely to interfere with its beneficial use and occupation of the Property

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

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

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

29.5.1 notify the Landlord as soon as reasonably practicable after becoming aware of the same and

29.5.2 at the cost of the Landlord take all reasonable steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction Provided Always that the Tenant shall not be obliged by virtue of this

subclause or any other provision contained in this Lease to take any steps likely to interfere with its beneficial use and occupation of the Property

30. REMEDY BREACHES

- 30.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this Lease relating to the condition or repair of the Property
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency then immediately) or if the Tenant is not carrying out the works with all due speed then the Landlord may enter the Property and carry out the works needed
- 30.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights

31. INDEMNITY

The Tenant shall keep the Landlord indemnified against all expenses costs claims damage and loss (including any diminution in the value of the Landlord's interest in the Property or adjoining land in the freehold ownership of the Landlord and loss of amenity of the Property or adjoining land in the freehold ownership of the Landlord) arising from any exercise of the Rights granted by this Lease and 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 or adjoining land in the freehold ownership of the Landlord with the actual or implied authority of any of them

32. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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

33. CONDITION FOR RE-ENTRY

- 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 rent (other than the Annual Rent) is unpaid 21 days after becoming payable whether it has been formally demanded or not
- 33.1.2 any breach of any condition of or tenant covenant in this Lease

33.1.3 where the Tenant or any guarantor is a corporation:-

- (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 guarantor or
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor or
- (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 the guarantor or
- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor or
- (e) the commencement of a voluntary winding-up in respect of the Tenant or 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
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor or
- (g) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off or
- (h) the Tenant or guarantor otherwise ceasing to exist

33.1.4 where the Tenant or any guarantor is an individual:-

- (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 guarantor or
- (b) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor

33.2 If the Landlord re-enters the Property pursuant to this clause this Lease shall (subject to 33.3 below) 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

33.3 The Landlord will not exercise the rights conferred on it by this clause without first serving written notice on The Trustees of the National Heritage Memorial Fund ("NHMF") of 7 Holbein Place London SW1W 8NR or to such other address as shall be notified by NHMF or the Tenant to the Landlord in writing specifying the relevant breach or default

and the Landlord will not be entitled to and will not take any steps to exercise or enforce any right of re-entry deriving from the default or breach in question within 6 months of the date of such notice (but without prejudice to the Landlord's rights in respect of any subsequent breach) but will if required by NHMF enter into such reasonable documents and take reasonable steps to vest the benefit of this lease in NHMF or a third party nominated by it with the Landlord's consent pursuant to clause 16 (such consent not to be unreasonably withheld or delayed) provided the Landlord's proper costs (plus Value Added Tax) incurred by it in so entering into such documentation or taking such steps shall be borne by NHMF or a party nominated by NHMF

34. LIABILITY

34.1 At any time when the Landlord the Tenant or a guarantor is more than one person then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this Lease. The Landlord may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them

34.2 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

34.3 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 AND EXCLUSION OF REPRESENTATIONS

35.1 This Lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this Lease and supersedes any previous agreement between the parties relating to the transaction

35.2 The Tenant acknowledges that in entering into this Lease it is not relying on and shall have no remedy in respect of any statement or representation made by or on behalf of the Landlord

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 however operate to limit or exclude any liability for fraud

36. NOTICES CONSENTS AND APPROVALS

- 36.1 Except where this Lease specifically states that a notice need not be in writing or where notice is given in an emergency any notice given pursuant to this Lease shall be in writing (but which shall not include e-mail or fax)
- 36.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post
- 36.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease
- 36.4 Where the consent of the Landlord is required under this Lease a consent shall only be valid if it is given by deed unless:-
- 36.4.1 it is given in writing and signed by a person duly authorised on behalf of the Landlord and
- 36.4.2 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
- 36.5 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:-
- 36.5.1 the approval is being given in a case of emergency or
- 36.5.2 this Lease expressly states that the approval need not be in writing
- 36.6 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 shall be governed by and construed in accordance with the law of England and Wales
- 37.2 The Landlord and the Tenant (and any guarantor) irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Lease or the legal relationships established by it

37.3 The land demised by this Lease will as a result of this Lease be held by or in trust for the Tenant a non-exempt charity and the restrictions on disposition imposed by sections 117-121 of the Charities Act 2011 will apply to the land (subject to s.117(3) of that Act)

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

38.1 The parties confirm that:-

38.1.1 the Landlord served a notice on the Tenant as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this Lease not less than 14 days before this Lease was entered into

38.1.2 the Tenant made a declaration dated _____ in accordance with the requirements of section 38A(3)(b) of the 1954 Act

38.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act 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 or in connection with this Lease by virtue of the Contracts (Rights of Third Parties) Act 1999

40. LANDLORD AND TENANT (COVENANTS) ACT 1995

This Lease creates a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995

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

SIGNED AS A DEED by xxxxx in the)
presence of:-)
)

Witness Signature.....
Witness Name.....
Address.....
.....
.....
Occupation.....

SIGNED AS A DEED by xxxxx in the)
presence of:-)

Witness Signature.....
Witness Name.....
Address.....
.....
.....
Occupation.....

SIGNED AS A DEED by xxxxx in the)
presence of:-)
)

Witness Signature.....
Witness Name.....
Address.....
.....
.....
Occupation.....

EXECUTED AS A DEED by THE FRIENDS)
OF THE NORTH PENNINES AONB AND)
EUROPEAN GEOPARK acting by:-

Director / Secretary / Authorised Person

Director / Secretary / Authorised Person