

PARTIES

(1) **DENBIGHSHIRE COUNTY COUNCIL** of PO Box 62, Ruthin LL15 9AZ (**Landlord**)

(2) **DENBIGHSHIRE LEISURE LIMITED** incorporated and registered in England and Wales with company number 12178578 whose registered office is at County Hall, Wynnstay Road, Ruthin LL15 1YN (**Tenant**)

AGREED TERMS

1. INTERPRETATION

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

1.1 Definitions:

Act of Insolvency:

A report by the Council's auditor stating that the tenant is irretrievably insolvent and unable to meet its commitments

Annual Rent: £1 [one pound] per annum

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

Contractual Term: a term of years beginning on, 1st April 2020 and ending on, and including 31st March 2030.

Default Interest Rate: [4] % per annum above the Interest Rate.

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

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

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

Interest Rate: the base rate from time to time of [NAME OF BANK], or if that base rate stops being used or published then a comparable **commercial** rate reasonably determined by the Landlord.

Landlord's Neighbouring Property: each and every part of the adjoining and neighbouring property shown edged blue on the attached plan marked [INSERT PLAN REFERENCE]

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

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: Leisure related services which may include restaurant, café, arts and culture facilities.

Property: the land and building at [DESCRIPTION/ADDRESS OF THE PROPERTY] shown edged red on the attached plan and the use of car parks shown coloured green.

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

[Rent Commencement Date: [DATE].]

Rent Payment Dates: as demanded

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

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 at the date of this **lease**.

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

VATA 1994: Value Added Tax Act 1994.

1.2 A reference to this **lease**, except a reference to the date of this **lease** or to the grant of this **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 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.

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 41.5](#) and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with [Clause 41.6](#).

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

1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.13 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.14 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

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

1.16 A reference to **writing** or **written** excludes fax

1.17 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this **lease** and references to paragraphs are to paragraphs of the relevant Schedule.

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

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

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

2. GRANT

2.1 The Landlord lets with limited title guarantee 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:

(a) the Annual Rent and all VAT in respect of it;

(c) all interest payable under this **lease**; and

(d) all other sums due under this **lease**].

3. ANCILLARY RIGHTS

3.1 [Except as mentioned in [Clause 3.2](#), neither] [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 [SET OUT ANY SPECIFIC RIGHTS NEEDED.]

4. RIGHTS EXCEPTED AND RESERVED (As set out in the Schedule 1 to this Lease)

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 will pay the annual rent of £1 if demanded

7. INSURANCE

7.1 Subject to the terms set out in Schedule 2, the Landlord shall keep the Property (other than any plate glass at the Property) insured against loss or damage by the Insured Risks for the [sum which the Landlord considers to be its] full reinstatement cost (taking inflation of building costs into account). The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.

8. RATES AND TAXES

8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, except:

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

8.2 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.

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

10. COMMON ITEMS

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

11. VAT

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

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

12. DEFAULT INTEREST AND INTEREST

12.1 If any Annual Rent or any other money payable under this **lease** has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date to and including the date of payment.

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

13. COSTS

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

(a) the enforcement of the tenant covenants of this **lease**;

(b) serving any notice in connection with this **lease** under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

(c) serving any notice in connection with this **lease** under section 17 of the Landlord and Tenant (Covenants) Act 1995;

(d) the preparation and service of a schedule of dilapidations in connection with this **lease**; or

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

14. COMPENSATION ON VACATING

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

15. SET-OFF

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

16. REGISTRATION OF THIS LEASE

Promptly following the grant of this **lease**, the Tenant shall apply to register this **lease** at HM Land Registry.

17. ASSIGNMENTS

17.1 The Tenant shall not assign the whole of this **lease**

17.2 The Tenant shall not assign part only of this **lease**.

18. UNDERLETTINGS

18.1 The Tenant shall not underlet the whole of the Property.

18.2 The Tenant shall not underlet part only of the Property except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.

18.3 The Tenant shall not underlet part of the Property:

(a) together with any property or any right over property that is not included within this **lease**;

(b) at a fine or premium or reverse premium; nor

(c) allowing any rent free period to the undertenant [that exceeds the period as is then usual in the open market in respect of such a letting].

18.4 [The Tenant shall not underlet part of the Property unless, before the underlease is granted, the Tenant has given the Landlord:

(a) a certified copy of the notice served on the undertenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the underlease; and

(b) a certified copy of the declaration or statutory declaration made by the undertenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.]

18.5 Any underletting by the Tenant shall be by deed and shall include:

(a) [an agreement between the Tenant and the undertenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the underlease;]

(b) the reservation of a rent which is not less than the full open market rental value of the Property at the date the Property is underlet [(but this shall not prevent an underlease providing for a rent-free period of a length permitted by [Clause 19.3\(c\)](#))];

(c) a break clause so that the Tenant can terminate the underlease after the fifth year of the term of the underlease.

(d) a covenant by the undertenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the underlease and any document that is supplemental or collateral to it and the tenant covenants in this [lease](#), except the covenants to pay the rents reserved by this [lease](#); and

(e) provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this [lease](#),

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this [lease](#) [and in a form approved by the Landlord, such approval not to be unreasonably withheld].

18.6 In relation to any underlease granted by the Tenant, the Tenant shall:

(a) not vary the terms of the underlease nor accept a surrender of the underlease without the consent of the Landlord, such consent not to be unreasonably withheld;

(b) enforce the tenant covenants in the underlease and not waive any of them nor allow any reduction in the rent payable under the underlease; and

(c) ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

19. SHARING OCCUPATION

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

20. CHARGING

20.1 The Tenant shall not charge this [lease](#)

20.2 The Tenant shall not charge part only of this [lease](#).

21. 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).

22. REGISTRATION AND NOTIFICATION OF DEALINGS AND OCCUPATION

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

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

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

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

- (a) give the Landlord's solicitors notice of the Transaction; [and]
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors; and
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT).
- (d) [deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.]

22.4 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.

23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE

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

24. REPAIRS AND MAINTENANCE

Landlord's Responsibilities:

24.1 The Landlord will be responsible for maintaining the exterior of the structure. The Landlord will be obliged to maintain the exterior of the structure to satisfy any statutory requirements only and will not be liable to maintain to any higher standard.

24.2 The Landlord will be responsible for commissioning gas safety, electrical wiring and all necessary safety checks and certificates relating to the accommodation and will carry out any consequent work required.

24.3 The Landlord will be responsible for renewing or replacing mechanical and electrical installations such as boilers, water tanks and other significant items which cannot reasonably be considered as day to day maintenance.

Tenant's Responsibilities:

24.4 The Tenant will be responsible for internal maintenance, repair and decoration of the accommodation and will keep and leave those parts of the Property which are the tenants responsibility in no worse condition than at the start of the lease fair wear and tear excepted. The Council will undertake a photographic record of condition before the start of the lease.

- 24.5** The Tenant will be responsible for day to day maintenance of mechanical and electrical installations.
- 24.6** The Tenant will be responsible for maintenance and safety relating to swimming pools, synthetic outdoor pitches and any leisure facility requiring a specialist safety and maintenance regime.
- 24.7** The Tenant will be responsible for the day to day maintenance of landscaped and hard surfaced areas included in the lease.

Other Responsibilities:

- 24.8** Subject to the above responsibilities and budget availability, the parties will work with regard to the "Maintenance Protocol" attached hereto.
- 24.9** The parties will use Reasonable Endeavours to keep the property maintained in an efficient energy efficient and safe condition within the budget available.

25. SIGNS

25.1 In this clause **Signs** include signs, fascia, placards, boards, posters and advertisements.

25.2 The Tenant shall not attach any 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, such consent not to be unreasonably withheld].

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

25.4 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.

26. RETURNING THE PROPERTY TO THE LANDLORD

26.1 At the end of the term the Tenant shall return the Property to the Landlord in the repair and condition required by this **lease**.

26.2 The tenant will give Notice to the Landlord [no later than 3 months before the end of the term] of items it has fixed to the Property and intends to remove and alterations it has made to the Property and will remove and make good any damage caused to the Property by that removal. The Landlord will serve a Counter Notice [no later than 2 months before the end of the term] of fixtures and alterations to be left in-situ.

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

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

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.

27.4 the Tenant shall use the Property in a proper and tenant like manner and will notify the landlord without delay in writing of any issues of repair or maintenance for which the landlord is responsible.

28. COMPLIANCE WITH LAWS

28.1 The Tenant shall comply with all laws relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated.
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this **lease**, the Tenant shall carry out all works that are required under any law to be carried out at the Property.

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

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent [not to be unreasonably withheld].

28.5 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.

28.6 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.

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**.

28.8 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.

29. [ENERGY PERFORMANCE CERTIFICATES

29.1 [The Tenant shall:

(a) co-operate 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

(b) 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.]

29.2 [The Tenant shall not commission an Energy Performance Certificate for the Property [without the Landlord's consent [such consent not to be unreasonably withheld]].]

30. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS

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

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

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

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

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

30.4 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.

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

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

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

31. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

31.1 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.

31.2 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.

31.3 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.

31.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under [Clause 38](#).

32. INDEMNITY

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

33. LANDLORD'S COVENANT FOR QUIET ENJOYMENT

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

The grant of the lease will be subject to:

- (a) the tenant shall maintain the swimming pools including level and use of chemicals, pump maintenance and testing as required by law and the HSE regulator;
- (b) the tenant shall maintain the 3G outdoor pitches that are in scope;
- (c) the tenant shall have the benefit of being able to access council energy frameworks in respect of utilities.

- (d) Certain stated properties (leisure centres) shall be made available to the landlord in specified circumstances such as the holding of electoral counts or in civil contingency situations on demand by the landlord, action reasonably at all times; advance notice wherever possible will be given by the landlord to the tenant of such occupation in order to reduce business impact on the tenant and subject to the Landlord paying the Tenant a reasonable license fee for such use of the premises.
- (e) the tenant shall work towards continual reduction in its carbon footprint.
- (f) if the Property shall become incapable of continued use owing to economic, legislative or structural failures either party may terminate the lease.

34. RE-ENTRY AND FORFEITURE

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

- (a) any rent is unpaid 21 days after becoming payable.
- (b) any breach of any condition of, or tenant covenant in, this **lease**;
- (c) an Act of Insolvency.

34.2 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.

35. JOINT AND SEVERAL LIABILITY

35.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this **lease**. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

35.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this **lease**. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

35.3 The obligations of the Tenant and any guarantor arising by virtue of this **lease** are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

35.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this **lease**, [unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice **OR** unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time].

36. ENTIRE AGREEMENT

36.1 This **lease** [and the documents annexed to it] constitute[s] the whole agreement between the parties and supersede[s] all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to [its **OR** their] subject matter.

36.2 Each party acknowledges that in entering into this **lease** [and any documents annexed to it] it does not rely on[, and shall have no remedies in respect of,] any representation or warranty (whether made innocently or negligently)

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

36.4 [Nothing in this clause shall limit or exclude any liability for fraud.]

37. NOTICES, CONSENTS AND APPROVALS

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

- (a) in writing and for the purposes of this clause an email is in writing; and
- (b) given:

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

37.2 If a notice complies with the criteria in *Clause 38.1*, whether or not this **lease** requires that notice to be in writing, it shall be deemed to have been received:

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

37.3 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.

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

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

- (a) it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case.

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

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

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

37.7 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.

38. GOVERNING LAW

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

39. JURISDICTION

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

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

40.1 The parties confirm that:

(a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this **lease**, not less than 14 days before this **lease** was entered into a certified copy of which notice is annexed to this **lease**;

(b) [the Tenant] [[NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a [statutory] declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 [a certified copy of which [statutory] declaration is annexed to this **lease**]; and

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

40.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this **lease**.]

41. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this **lease** shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **lease**. [This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.]

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

Schedule 1
(Rights excepted and reserved)

Schedule 2
(Insurance Arrangements)

Schedule of Conditions

THE COMMON SEAL OF
DENBIGHSHIRE COUNTY COUNCIL
was affixed to this Instrument as a Deed
In the presence of

.....
Authorised Signatory

Executed as deed by DENBIGHSHIRE LEISURE LIMITED acting by
[NAME OF DIRECTOR] a director, in the presence of:
.....
[SIGNATURE OF WITNESS]
[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....
[SIGNATURE OF DIRECTOR]
Director

END OF DOCUMENT