

Dated 4 April 2014

LEASE

relating to

**Allotments
Kings Hill Sports Park
Kings Hill
West Malling
Kent**

ROUSE KENT (RESIDENTIAL) LIMITED

and

KINGS HILL PARISH COUNCIL

LEASE

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Plan(s)

Landlord's notice

Tenant's declaration

LR1. Date of lease	4 April 2014
LR2. Title number(s)	<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>K435105</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 and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.</i></p>	<p>Landlord</p> <p>ROUSE KENT (RESIDENTIAL) LIMITED (company registration number 03541801) whose registered office is at 11 Tower View, Kings Hill, West Malling, Kent ME19 4RL</p> <p>Tenant</p> <p>KINGS HILL PARISH COUNCIL of 70 Gibson Drive, Kings Hill, West Malling, Kent ME19 4LG</p> <p>Other parties</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc.</i></p> <p>None</p>
<p>LR4. Property</p> <p><i>Insert a 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>Clause 1.18.</p> <p>(defined as 'Premises' in this lease)</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><i>In LR5.2, omit or delete those Acts which do not apply to this lease.</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 Rules 2003.</p> <p>None</p> <p>LR5.2 This lease is made under, or by reference to, provisions of:</p> <p>Not applicable</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>The term is as follows: 125 years from and including <u>1 April</u> 2014 to and including <u>31 March</u> 2139.</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 this lease</p> <p>None</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>Clause 3.1.1</p> <p>Schedule 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>Clause 3.1.2</p> <p>Schedule 2</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>None.</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>Not applicable.</p>
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1 DEFINITIONS

In this lease the following words and expressions have the meanings set opposite them (unless the context otherwise requires):

- | | | |
|-----|-------------------------|--|
| 1.1 | Allotment Gardens | Has the same meaning as it does in the in the Allotments Act 1922. |
| 1.2 | Allotment Rights | The rights set out in part 2 of schedule 1. |
| 1.3 | Car Park | The area cross hatched pink on the Plan, or such other car park that the Landlord may in writing direct, the location of which is not to be materially less convenient for users of the Allotment Gardens on the Premises. |
| 1.4 | Change Event | <ul style="list-style-type: none">(i) The end of the tenancy granted by Sports Facilities Lease; or(ii) A surrender of whole or part of the premises demised by the Sports Facilities Lease and that surrender includes the Pavilion. |
| 1.5 | Full Reinstatement Cost | The full reinstatement or rebuilding cost (including demolition, shoring up and site clearance, professional fees, statutory fees and any Value Added Tax) from time to time with provision for inflation. |
| 1.6 | Group Undertaking | Has the same meaning given to that term as in the Companies Act 2006. |
| 1.7 | Heath Farm | The land shown edged green on the Plan known as Heath Farm (of which the Premises form part) and each part of it as it now is or as it may be increased or decreased in size by the Landlord. |
| 1.8 | Insurance Rent | <p>The aggregate in each year of:</p> <ul style="list-style-type: none">(i) the costs (including valuation costs) incurred from time to time by the Landlord gross of any agency or other commission paid or allowed to the Landlord (which it is entitled to retain for its own benefit) for:<ul style="list-style-type: none">(A) the insurance of the Premises pursuant to its obligation in paragraph 1.1 of part 1 of schedule 3;(B) property owners' public and third party liability in respect of the Premises and the activities carried on there;(C) any uninsured excess to which the Landlord's insurance policy may be subject; |

	(ii)	any increase in premium payable under the Landlord's insurance policy as a result of any act or omission of the Tenant or any undertenant or any person at the Premises with the actual or implied authority of any of them.
1.9	Insured Risks	<p>(i) Fire, lightning, earthquake, storm, flood, explosion, riot, civil commotion, malicious damage, escape of water from water tanks, apparatus or pipes, impact, theft or attempted theft, terrorism subject to insurance for those risks being available in the London insurance market;</p> <p>(ii) any other risk which the Landlord or the Tenant (acting reasonably) may specify.</p>
1.10	Interest Rate	Four per cent over the base rate from time to time of Barclays Bank plc (or any other comparable rate designated by the Landlord if the base rate is no longer published) before or after any judgement.
1.11	Kings Hill	The land edged orange on the Plan and each part of it as it is now, or as it may be increased or decreased in size by the Landlord.
1.12	Kings Hill Access Roads	Those of the private access road shown coloured brown and cross hatched blue on the Plan.
1.13	Mortgagee	Any mortgagee of the Landlord's or any Superior Landlord's interest in the Premises.
1.14	Pavilion	The sports pavilion hatched green on the Plan or any replacement of that pavilion on Heath Farm.
1.15	Permitted Part	An area of land that is an Allotment Garden and part of the Premises.
1.16	Plan	The plans attached to this lease.
1.17	Planning Acts	The Town and Country Planning Act 1990, the Planning (Listed Building and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any further legislation of a similar nature.
1.18	Premises	The premises shown cross hatched yellow on the Plan known as the Allotments, Kings Hill Sports Park and each part of them including all alterations and additions which may be carried out during the Term.
1.19	Rent Start Date	The date of this lease.
1.20	Rents	The Yearly Rent and the VAT Rent.

1.21	Service Media	Conducting media and ancillary plant and equipment for the supply of water, drainage, gas, electricity, telecommunications and other services.
1.22	Site Access Road	The access road hatched purple on the Plan.
1.23	Sports Facilities Lease	The lease of the sports facilities at Heath Farm dated the same date as this lease between (1) the Landlord and (2) the Tenant.
1.24	Standard Conditions	Standard Commercial Property Conditions (second edition).
1.25	Superior Landlord	The holder of a reversion whether immediate or not to the lease (if any) under which the Landlord holds its interest in the Premises.
1.26	Superior Lease	The lease (if any) under which the Landlord holds its interest in the Premises and any leasehold reversion whether immediate or not to that lease.
1.27	Term	The term of years stated in clause LR6.
1.28	Transferring Employee	Any person employed or engaged wholly or mainly in connection with the Premises by either the Tenant or any person deriving title through the Tenant, or the agents, employees or licensees of any of them, or any third party service provider appointed by any of them, whose employment is deemed to transfer or who claims that their employment has transferred by operation of TUPE.
1.29	TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006.
1.30	VAT	Value added tax and any tax of a similar nature replacing it.
1.31	VAT Rent	The amount of any VAT payable on the Yearly Rent and the Insurance Rent and on any other money for which the Tenant is liable under this lease.
1.32	Working Day	Any day other than Christmas Day, Good Friday, a Saturday, Sunday or bank holiday in England and Wales.
1.33	Yearly Rent	A peppercorn.
1.34	1954 Act	Landlord and Tenant Act 1954.

2 INTERPRETATION

In this lease:

- 2.1 'Landlord' where the context allows includes the person for the time being entitled to the Premises at the end of the Term.

- 2.2 'Tenant' where the context allows and subject to the Landlord and Tenant (Covenants) Act 1995 includes the Tenant's successors in title.
- 2.3 A reference to 'this lease' is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 2.4 References to the end of the Term, or to a period up to the end of the Term, mean the Term however and whenever it ends.
- 2.5 If any party is more than one person then their obligations are joint and individual.
- 2.6 All sums referred to are exclusive of VAT.
- 2.7 If the Landlord grants any concession as a result of which the Tenant is able to defer any money due then, for the purposes of this lease and section 17 of the Landlord and Tenant (Covenants) Act 1995, that money is due on the date agreed under the concession and not on the original date.
- 2.8 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument and any subordinate legislation as amended or re-enacted from time to time except in relation to the Town & Country Planning (Use Classes) Order 1987 which is to be interpreted exclusively by reference to the provisions of statutory instrument 1987 No.764 (as amended) at the date of this lease.
- 2.9 A restriction on the Tenant not to do something includes an obligation by the Tenant not to allow it to be done but this only extends to an obligation on the Tenant to exercise control over people on the Premises if the Tenant (or its worker or agent)
- 2.9.1 gave them permission to be on the Premises, or
- 2.9.2 knows that they are on the Premises, or
- 2.9.3 should know that they are on the Premises.
- 2.10 A right or an obligation for the Landlord to serve a notice or any other communication on the Tenant or a right to enter the Premises for any reason may be exercised on the Landlord's behalf by an authorised agent.
- 2.11 A right to enter the Premises includes a right to enter with workmen, materials and equipment.
- 2.12 Any Landlord's consent, licence or approval whatsoever given under this lease is not effective unless it is given by deed, unless the Landlord expressly waives that requirement in writing.
- 2.13 The operation of section 62 of the Law of Property Act 1925 is excluded from this lease and the only rights for the Premises are those specified in this lease.
- 2.14 The clause, schedule and paragraph headings and the table of contents do not affect the interpretation of this lease.

3 LETTING AND RENT

- 3.1 In consideration of the Rents reserved by and the Tenant's obligations in this lease the Landlord with full title guarantee lets the Premises to the Tenant for the Term (terminable as specified in this lease):

- 3.1.1 together with the rights (jointly with others entitled):
 - 3.1.1.1 up to a Change Event, specified in part 1 of schedule 1;
 - 3.1.1.2 starting on a Change Event, specified in part 2 of schedule 1;
- 3.1.2 excepting and reserving (for the Landlord and all others entitled or authorised by the Landlord) the rights specified in schedule 2.

3.2 The Tenant is to pay in respect of the Term:

- 3.2.1 the Yearly Rent (if demanded);
- 3.2.2 during such part or parts of the Term that:
 - 3.2.2.1 part 1 of schedule 3 applies, the Insurance Rent on demand; or
 - 3.2.2.2 part 2 of schedule 3 applies
 - (i) the costs incurred from time to time by the Landlord gross of any agency or other commission paid or allowed to the Landlord (which it is entitled to retain for its own benefit) for property owners' public and third party liability in respect of the Premises and the activities carried on there;
 - (ii) any uninsured excess to which the Landlord's insurance policy may be subject; and
 - (iii) any increase in premium payable under the Landlord's insurance policy as a result of any act or omission of the Tenant or any undertenant or any person at the Premises with the actual or implied authority of any of them; and
- 3.2.3 the VAT Rent on demand.

Rents payable in respect of any period of less than a year are to be apportioned on a daily basis so that an appropriate refund is made to the Tenant if the Rents have been paid in advance, except that if this lease ends as a result of the Tenant's default then no apportionment or refund is to be made.

4 TENANT'S OBLIGATIONS

The Tenant agrees with the Landlord during the Term.

4.1 Rents

To pay the Rents to the Landlord without any deduction or set-off whether legal or equitable.

4.2 Outgoings

- 4.2.1 To pay all present and future rates, taxes, charges and outgoings whatever which are payable in respect of the Premises whether by the owner or occupier other than those payable by the Landlord in connection with the ownership of or a dealing with the reversion to this lease.

4.2.2 To pay the Landlord on demand a rateable proportion (to be determined by the Landlord's surveyor whose decision is to be final) of any rates, taxes, charges and outgoings which are now or may in the future be payable for the Premises as part of or jointly with Heath Farm or any other property.

4.2.3

4.2.3.1 Not to agree the rateable value of the Premises with any competent authority without the consent of the Landlord (not to be unreasonably refused or delayed);

4.2.3.2 to notify the Landlord in writing of all proposals and counter proposals and the progress of negotiations to determine the rateable value of the Premises; and

4.2.3.3 at the request of the Landlord and cost of the Landlord to appeal (within any time limit) against a determination of the rateable value of the Premises made by any competent authority and to prosecute the appeal diligently.

4.2.4 To pay the Landlord a sum equal to any rating relief (or any similar relief or exemption) that the Landlord loses after the end of the Term because it has been allowed to the Tenant.

4.3 Landlord's costs

To pay the Landlord on demand and on full indemnity basis all costs and expenses (including but not limited to those payable to solicitors, counsel, surveyors and bailiffs) incurred by the Landlord (both during and after the end of the Term) in any one or more of the following:

4.3.1 in recovering or attempting to recover arrears of Rents or other money due under this lease;

4.3.2 in the contemplation, preparation and service of any notices or proceedings under sections 146 and 147 of the Law of Property Act 1925 (even though forfeiture may be avoided by means other than by relief granted by the court);

4.3.3 in taking any steps in contemplation of or in connection with a schedule of dilapidations;

4.3.4 in connection with any breach or non-performance by the Tenant of any of its obligations in this lease;

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

4.4 Costs of consents

To pay all reasonable and properly incurred costs and fees incurred by the Landlord in connection with any consent applied for by the Tenant whether the application is granted, refused or withdrawn save where the same is unreasonably withheld or delayed, or withdrawn due to the Landlord's unreasonable delay.

4.5 Repair

- 4.5.1 To keep the Premises clean and in good and substantial repair and condition, damage by Insured Risks excepted when the damage occurs during such part or parts of the Term that part 1 of schedule 3 applies, unless:
- 4.5.1.1 the Landlord's policy of insurance is rendered void or voidable by the Tenant or any undertenant or any person at the Premises with the actual or implied authority of any of them; or
 - 4.5.1.2 the insurance cover in relation to the disrepair caused by that damage is excluded, limited, or unavailable as specified in paragraph 1.3 of part 1 of schedule 3.
- 4.5.2 To renew and replace as necessary the Premises in accordance with best practice where they become beyond repair.

4.6 Land maintenance

- 4.6.1 To carry out a joint inspection of the Premises with the Landlord at least once a year
- 4.6.2 To allow the Landlord to carry out ad-hoc inspections at other times.

4.7 Shared structures and services

To pay the Landlord on demand a rateable proportion (to be determined by the Landlord's surveyor whose decision is to be final in the absence of fraud or error) of the costs of providing, renewing, repairing, maintaining and cleaning any party structures facilities and services which may serve or be used by the Premises in common with Heath Farm and Kings Hill.

4.8 Return of the Premises

At the end of the Term:

- 4.8.1 to remove the Tenant's fittings, furnishings and effects and to make good all damage caused by their removal;
- 4.8.2 to return the Premises to the Landlord in a state of repair and condition consistent with the full performance by the Tenant of its obligations in this lease (as varied by any consent granted by the Landlord);
- 4.8.3
- 4.8.3.1 to allow the Landlord:
 - (i) to sell any Tenant's property left in the Premises after the Tenant has vacated and concerning which the Landlord has served not less than five Working Days' notice in writing on the Tenant;
 - (ii) to deduct from the proceeds of sale the expenses of removal, storage and sale and any Rents and other money due from the Tenant and to hold the balance to the order of the Tenant;

4.8.3.2 to indemnify the Landlord against liability to a third party incurred by the Landlord in having sold property under clause 4.8.3.1 in the mistaken belief (which is presumed unless the contrary is proved) that it belonged to the Tenant; and

4.8.4 to apply to the Land Registry to close the Tenant's title to this lease and to cancel all notices of easements, restrictions and other matters relating to it on the Landlord's title.

4.9 Landlord's right to inspect and to repair

4.9.1 To allow the Landlord at reasonable times and on giving not less than five Working Days prior written notice (but without notice in an emergency):

4.9.1.1 to enter the Premises to examine their condition; and

4.9.1.2 to view the Premises in connection with the Landlord's interest in them.

4.9.2 To rectify any breach of obligation relating to the condition of the Premises as soon as reasonably practical after receiving written notice from the Landlord to do so.

4.9.3 Unless the Landlord (acting reasonably) gives written notice that sooner entry is necessary, to avoid material deterioration in the condition of the Premises (in which case the provisions of clauses 4.9.3.1, to 4.9.3.2 have effect immediately) if after the service of two further written notices and the passing of a period of not less than 60 days, the Tenant fails to comply with a notice served under clause 4.9.2:

4.9.3.1 to allow the Landlord to enter the Premises to rectify the breach even though inconvenience may be caused to the Tenant or other occupiers; and/or

4.9.3.2 to pay on demand all expenses incurred by the Landlord which are to be recoverable as if they are rents in arrear.

4.10 Allow entry for repairing adjoining property

To allow the Landlord at reasonable times on giving reasonable prior written notice (but without notice in an emergency) to enter the Premises to carry out repairs or alterations to Heath Farm or any other adjoining property (subject to the Landlord promptly taking reasonable steps to repair any damage caused to the Premises by the works) to the Tenant's reasonable satisfaction.

4.11 Alterations

Not to make any alterations to the Premises except those that are reasonably necessary to facilitate the use of the Premises permitted under clause 4.18.1, which would include the erection of normal garden sheds and greenhouses for use by individual allotment users, but no other buildings.

4.12 Signs and aerals

4.12.1 Not to erect any telecommunications apparatus on the Premises.

- 4.12.2 Not without the consent of the Landlord to attach to the Premises, so as to be visible from outside the Premises, any sign or placard of any description.

4.13 Notices and orders

- 4.13.1 To deliver as soon as reasonably practicable to the Landlord a copy of any notice or order affecting the Premises served on or received by the Tenant or any other occupier or delivered to the Premises.
- 4.13.2 To take all reasonable steps to comply with any such notice or order.
- 4.13.3 At the request of the Landlord to make or join with it in making any representation or appeal in relation to any such notice or order which the Landlord may reasonably require.

4.14 General dealings provisions

- 4.14.1 Not to assign or charge this lease or underlet or part with or share possession or occupation of the whole of the Premises, except by an underletting permitted under the terms of clause 4.15.
- 4.14.2 Not to assign or charge part of this lease or underlet or part with or share possession or occupation of part only of the Premises except by an underletting permitted under the terms of clause 4.15.

4.15 Underletting

- 4.15.1 Not to underlet the Premises except as
- 4.15.1.1 a Permitted Part under the terms of clause 4.15.2; or
 - 4.15.1.2 a whole, to an allotments society being a society registered under the Co-operative and Community Benefit Societies and Credit Unions Act 2010 under the terms of clause 4.15.3.
- 4.15.2 Not to grant an underlease of a Permitted Part unless:
- 4.15.2.1 the provisions of the tenancy granted are governed by the provisions of the Allotments Act 1922;
 - 4.15.2.2 the tenancy
 - (i) prevents assigning, underletting, charging, parting with or sharing possession or occupation of the whole or any part of the underlet premises;
 - (ii) contains provisions that change the rights granted to the undertenant to the Allotment Rights, if a Change Event occurs;
 - (iii) requires the undertenant to comply with the provisions of this lease (as then supplemented or varied) apart from payment of Yearly Rent, so far as applicable to the underlet premises;
 - (iv) contains a provision forbidding the undertenant from doing anything which would be a breach of this lease;

- (v) contains a right for the Tenant to re-enter the underlet premises and terminate the underlease if the undertenant does not comply with its obligations;

4.15.3 Not to grant an underlease of whole, without the Landlord's consent, which consent is not to be unreasonably refused or delayed where:

4.15.3.1 in the Landlord's consent to the proposed underletting the Tenant agrees:

- (i) not to allow the undertenant into possession or occupation of any part of the Premises before completion of the underlease;
- (ii) to use its best endeavours and at its own expense to enforce compliance with and not to vary or waive the obligations of the undertenant and not to accept a surrender of the underlease;
- (iii) within ten Working Days of a request by the Landlord to inform it in writing of any person having an interest in the Premises through the Tenant however remote;
- (iv) so far as the law allows, to indemnify the Landlord against any compensation payable under any statute to the undertenant; and
- (v) to pay the Landlord's proper solicitors' and agents' charges and expenses in connection with its consent for the underlease;

4.15.3.2 the proposed undertenant agrees in writing with the Landlord to comply with the tenant's obligations in the underlease;

4.15.3.3 the proposed underlease is executed as a deed and:

- (i) prevents assigning, underletting, charging, parting with or sharing possession or occupation of the whole or any part of the underlet premises except by way of a sub-underlease governed by the provisions of the Allotments Act 1922, of a Permitted Part;
- (ii) requires the undertenant to comply with the provisions of this lease (as then supplemented or varied) apart from payment of Yearly Rent, so far as applicable to the underlet premises;
- (iii) contains a provision forbidding the undertenant from doing anything which would be a breach of this lease;
- (iv) contains a right for the Tenant to re-enter the underlet premises and terminate the underlease if the undertenant does not comply with its obligations;
- (v) contains provisions that change the rights granted to the undertenant to the Allotment Rights, if a Change Event occurs; and

- (vi) requires any sub-underlease of a Permitted Part to contain provisions preventing assigning, underletting, charging, parting with or sharing possession or occupation of the whole or any part of a sub-underlet Permitted Part and otherwise, provisions (mutatis mutandis) as set out in this clause 4.15.3.3.

4.16 Letting others use

Not to share occupation of the Premises or any part of them.

4.17 Parking and loading

- 4.17.1 Not to park on any part of Heath Farm or the Premises except in the Car Park.
- 4.17.2 Not to obstruct or park on the Site Access Road and/or the Kings Hill Access Roads, and/or any other roads on Kings Hill.
- 4.17.3 To ensure that visitors to and users of facilities at the Premises only park in the Car Park.

4.18 Use

- 4.18.1 To use the Premises only as Allotment Gardens.
- 4.18.2 Not to use the Premises:
 - 4.18.2.1 during any time(s) that any planning permission regulating use prohibits use;
 - 4.18.2.2 for any illegal or immoral purpose;
 - 4.18.2.3 in a way which causes nuisance or damage to the Premises or any neighbouring property or to their owners or occupiers or which would reduce their value;
 - 4.18.2.4 for an auction, public exhibition other than an exhibition of allotment produce or political or other meeting;
 - 4.18.2.5 for gaming;
 - 4.18.2.6 for sleeping or residential purposes; or
 - 4.18.2.7 for any trade or business.
- 4.18.3 Not to obstruct or make untidy or use in an unreasonable manner any areas over which the Tenant has rights in common with others.
- 4.18.4 To comply with any regulation made by the Landlord (at its discretion) for the proper management and preservation of Heath Farm.
- 4.18.5 To ensure that all litter is promptly cleared up.

4.19 Cultivation

The Tenant must ensure that the Premises are at all times free from weeds and noxious plants.

4.20 Nuisance

- 4.20.1 Not to use the Premises in a way which causes nuisance or damage to the Premises or to Heath Farm or to any neighbouring property or to their owners or occupiers or which would reduce their value provided that the proper use by the Tenant of the Premises for the use set out in clause 4.18.1 shall not constitute a breach of the obligations of this clause 4.20.1.
- 4.20.2 Not to burn rubbish or waste or any combustible matter in the Premises other than in a garden incinerator for the communal use of tenants of the Allotment Gardens.
- 4.20.3 To provide facilities in the Premises for keeping refuse and waste in proper receptacles and readily accessible for collection the appropriate competent authority.
- 4.20.4 Not to store inflammable materials or explosive substances or liquids on the Premises other than those that are necessary for the proper operation of the Permitted Use, and then storage is to be in a manner that minimises the risk of damage to the Premises or harm to people on the Premises and the Tenant is to comply with the requirements and recommendations of the fire authority and the reasonable requirements of the Landlord as to fire precautions.
- 4.20.5 Not to allow smoke or fumes or noxious smells from the Premises, other than those caused by usual horticultural equipment, to cause annoyance or interference to the occupiers of neighbouring property.
- 4.20.6 Not to use machinery, engines or equipment which cause excessive noise or dust or other nuisance to the owners or occupiers of neighbouring property.
- 4.20.7 Not to discharge into the Service Media:
 - 4.20.7.1 any trade effluent or other matter which may be corrosive or harmful to the Service Media or may cause any obstruction or deposit; or
 - 4.20.7.2 any poisonous or noxious matter.
- 4.20.8 Not to use any loudspeakers, radios, stereo systems or other similar devices.
- 4.20.9 To take prompt and effective action to evict trespassers, and when the Tenant does so, take all reasonable steps to ensure that they do not de-camp onto other areas of Heath Farm and/or Kings Hill.

4.21 Compliance with laws

- 4.21.1 To comply with the provisions from time to time of all statutes, regulations and byelaws and any requirement of any competent authority relating to the Premises or their use.

- 4.21.2 To supply all information reasonably required by the Landlord to show compliance.

4.22 Planning Acts

- 4.22.1 Not to make an application under the Planning Acts that relates to the Premises save that the Tenant may make applications for the erection of normal garden sheds and greenhouses.
- 4.22.2 Not to enter into any agreement or obligation or serve any purchase notice under the Planning Acts.
- 4.22.3 Not to object to any planning application that the Landlord or a Group Undertaking of the Landlord makes for new sporting facilities and/or allotments on Heath Farm or at Kings Hill.

PROVIDED ALWAYS THAT nothing in this lease shall restrict the Tenant (whilst the Tenant is Kings Hill Parish Council or any successor body) from exercising its statutory functions as a planning authority or statutory consultee, except to the extent that if the Tenant is able to grant a planning consent relating to the Premises itself, it must not do so before 1 January 2040, and then after that it must first seek the Landlord's approval in the manner set out in clause 4.20.2.

4.23 Encroachments, obstructions and acquisitions of rights

- 4.23.1 Without limiting clause 4.16, not to give any third party:
 - 4.23.1.1 any right or licence over the Premises; or
 - 4.23.1.2 any acknowledgement that the Tenant enjoys the access of light or air to the Premises by consent.
- 4.23.2 If any person makes or attempts to make any encroachment over the Premises or takes or attempts to take any action to obstruct the flow of light and air to the Premises:
 - 4.23.2.1 to notify the Landlord immediately in writing; and
 - 4.23.2.2 to allow the Landlord to bring any action it may think fit in the name of the Tenant against them.

4.24 Notify disrepair

To give immediate written notice to the Landlord of any disrepair or other matter which the Landlord is liable to remedy under this lease.

4.25 Landlord's title

To comply with (so far as they affect the Premises and are not the responsibility of any other person under this lease) any obligation or condition to which any reversion however remote may be subject.

4.26 Keyholders

To give the Landlord written notice of the name, home address mobile and home telephone number of at least two keyholders of the Premises.

4.27 Indemnity for the Landlord

To keep the Landlord indemnified against all liabilities, costs and claims arising from:

- 4.27.1 any breach of the Tenant's obligations in this lease;
- 4.27.2 the use and occupation of the Premises;
- 4.27.3 any act or default of the Tenant or those deriving title through the Tenant or any person at Heath Farm with the actual or implied authority of any of them; and
- 4.27.4 any claim, action or proceedings brought by or on behalf of any Transferring Employee in relation to any breach of Regulation 13 or 14 of TUPE, their employment or the termination of their employment.

4.28 Grant or funding applications

To notify the Landlord in writing before the Tenant makes any application for a grant or other financial assistance, relating to the Premises.

4.29 Publicity

In any literature, press release, or publicity, issued by the Tenant and any signage (other than signage that the Tenant is legally required to erect), to ensure that mention is made, in a format approved by the Landlord that the facilities at the Premises were gifted to the Tenant by Liberty Property Trust and The Kent County Council.

5 LANDLORD'S OBLIGATIONS

5.1 Quiet enjoyment

Subject to the Tenant paying the Rents and complying with its obligations the Landlord agrees to allow the Tenant to occupy the Premises for the Term without any interruption (except where otherwise stated) from the Landlord or any person lawfully claiming through or in trust for it.

5.2 Restriction on Landlord's liability

The Landlord (and for the avoidance of doubt any of its successors in title) is not to be liable for the Landlord's obligations under this lease after it has disposed of its interest in the reversion immediately expectant on the Term.

5.3 Notices

The Landlord is to deliver to the Tenant as soon as reasonably practicable a copy of any notice or order affecting the Premises served on or received by the Landlord, other than an item that is sent to it by the Tenant.

6 INSURANCE

- 6.1 For such part(s) of the Term that part 1 of schedule 9 to the Sports Facilities Lease are applicable during the term of that lease, the provisions of part 1 of schedule 3 to this lease are to apply.

6.2 For such part(s) of the Term that part 2 of schedule 9 to the Sports Facilities Lease are applicable during the term of that lease, the provisions of part 2 of schedule 3 to this lease are to apply.

6.3 If the tenancy of the Sports Facilities Lease is no longer subsisting, then the following provisions apply:

act for the Landlord

6.3.1 the provisions of part 1 of schedule 3 are to apply unless the Tenant serves written notice on the Landlord to the effect that it wishes to insure ~~both~~ the Premises, and if the Tenant serves such a notice, subject to the provisions of clause 6.3.2, the provisions of part 2 of schedule 3 are to apply;

6.3.2 to be effective a notice served pursuant to clause 6.3.1 must be served more than three months before the end of a period in respect of which the Landlord has insured and the provisions of part 2 of schedule 3 are to take effect (in place of those contained in part 1 of schedule 3) on the day after the last day of the period in respect of which the Landlord has insured;

6.3.3 during such period that the provisions of part 2 of schedule 3 apply, the Tenant may serve written notice on the Landlord requesting that the provisions of part 1 of schedule 3 are to apply and that the Landlord insures the Premises;

6.3.4 if the Tenant serves notice pursuant to clause 6.3.3 then subject to the Landlord being able to obtain the requisite insurance on terms acceptable to the Landlord (acting reasonably), and those terms may include a requirement that the Premises are added to the Landlord's block policy and not held on a stand-alone policy, the provisions of part 1 of schedule 3 are to take effect (in place of those contained in part 2 of schedule 3) on the date stated in the notice, which must be not less than 10 Working Days after the Landlord receives the notice;

6.3.5 if the requirements of clause 6.3.4 are not met, the provisions of part 2 of schedule 3 are to continue to apply.

7 GENERAL PROVISIONS

7.1 Forfeiture

The Landlord has the right to re-enter the Premises and terminate this lease without affecting any rights which have accrued to the Landlord under it if:

7.1.1 the Tenant fails to comply with any of its obligations under this lease; or

7.1.2 the Tenant or any guarantor of the Tenant's obligations becomes bankrupt or enters into or makes any proposal to enter into an arrangement or composition with its creditors or suffers distress on the Premises; or

7.1.3 the guarantee given by any guarantor of the Tenant's obligations is or becomes unenforceable (in whole or in part) for any reason; or

7.1.4 the Tenant or any guarantor of the Tenant's obligations:

7.1.4.1 being a corporation:

(i) is the subject of a petition or issues a notice convening a meeting to consider a resolution for its winding up; or

- (ii) enters into liquidation whether voluntarily (except for reconstruction or amalgamation of a solvent company on terms previously agreed by the Landlord) or compulsorily; or
- (iii) has a provisional liquidator or a receiver (including an administrative receiver) appointed; or
- (iv) has a resolution passed by the directors to apply for an administration order or one or more of them swears an affidavit or makes a witness statement in support of an application; or
- (v) is the subject of an administration order or of an application for an administration order or a notice of intention to appoint an administrator is filed at court or an administrator is appointed; or
- (vi) is the subject of a voluntary arrangement or a proposal for one under Part I Insolvency Act 1986; or
- (vii) is unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or
- (viii) is otherwise insolvent; or
- (ix) having been registered with unlimited liability acquires limited liability.

7.2 Interest

If any payment due from the Tenant under this lease is not paid on the due date (whether formally demanded or not) then:

- 7.2.1 the Tenant is to pay interest at the Interest Rate on the unpaid amount from the due date for payment until the date of actual payment (both dates inclusive);
- 7.2.2 the Landlord has the right to recover the interest as rent; and
- 7.2.3 the right to interest does not affect the Landlord's other rights under this lease.

7.3 Exclusion of warranty of fitness

The Landlord does not warrant that any present or future use to which the Tenant puts the Premises is permitted under the provisions of the Planning Acts or any other legislation.

7.4 Power to deal with Landlord's other property

The Landlord has the right without obtaining any consent from or making any compensation to the Tenant to deal as it thinks fit with any other part of Heath Farm and any neighbouring property.

7.5 Superior Landlord and Mortgagee

- 7.5.1 The rights granted to or reserved by the Landlord in this lease are also granted to and exercisable by any Superior Landlord and Mortgagee.

7.5 Superior Landlord and Mortgagee

- 7.5.1 The rights granted to or reserved by the Landlord in this lease are also granted to and exercisable by any Superior Landlord and Mortgagee.
- 7.5.2 Any consent of the Landlord under this lease is conditional on the consent of any Superior Landlord and Mortgagee which the Landlord shall if requested by and at the cost of, the Tenant use reasonable endeavours to obtain.
- 7.5.3 If any Superior Landlord or Mortgagee shall exist after the date hereof the Landlord shall ensure that any Superior Lease or charge or other appropriate documents shall contain limitations and conditions on refusing consent in respect of any application for a consent made by the Tenant to the Landlord that are no more restrictive than those contained in this lease.
- 7.5.4 The Tenant is to indemnify the Landlord in respect of all reasonable costs incurred by it in obtaining or seeking to obtain a Superior Landlord's and Mortgagee's consent on behalf of the Tenant.
- 7.5.5 It is reasonable for the Landlord to refuse its consent to the Tenant on the grounds that it has failed to obtain the consent of a Superior Landlord or a Mortgagee in spite of using its reasonable endeavours.

7.6 Registered land

Where this lease is registered at the Land Registry an assignment or charge or other disposition takes effect (as between the parties to this lease) at its date irrespective of whether that disposition has been registered at the Land Registry.

7.7 Contracts (Rights of Third Parties) Act 1999

With the exception of clauses 4.10 and 4.20.1 no term of this lease is enforceable under the Contracts (Rights of Third Parties) Act 1999.

8 SERVICE OF NOTICES AND PROCEEDINGS

8.1 Notices and proceedings served under this lease are to be in writing and must be served:

- 8.1.1 personally; or
- 8.1.2 by first class post.

8.2 A party's address for service is to be its address in this lease or as last notified in writing to the other or in the case of a company may be its registered office provided that in all cases it is to be an address in England or Wales.

8.3 Service is deemed:

- 8.3.1 at the time of service if served personally;
- 8.3.2 48 hours (excluding the hours of any day which is not a Working Day) after posting.

8.4 A party is to notify the other in writing within five Working Days of a change of address or facsimile transmission number.

9 **EXCLUSION OF SECURITY OF TENURE**

9.1 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.

9.2 The parties confirm that:

9.2.1 on 19 March 2014 the Landlord served on the Tenant a notice as required by section 38A(3)(a) of the 1954 Act applying to the tenancy created by this lease (a certified copy of which notice is attached); and

9.2.2 on 24 March 2014 who was duly authorised by the Tenant made a statutory declaration in accordance with the requirements of section 38A(3)(b) of the 1954 Act (a certified copy of which declaration is attached).

EXECUTED as a deed and delivered on the date at the beginning of this document.

SCHEDULE 1

(Rights granted)

(Part 1)

- 1 The right to use the Service Media in Heath Farm at the date of this lease for the proper use of the Premises.
- 2 The right to such support and shelter from Heath Farm as is now enjoyed by the Premises.
- 3 To the extent that the Landlord is able to grant the same, the right of way with or without private vehicles over the Kings Hill Access Roads as necessary for the purpose of access to and egress from the Premises.
- 4 The right of way with or without private vehicles over such parts of Heath Farm as directed by the Landlord (acting reasonably) in writing from time to time, for the purpose of access to and egress from the Premises.

(Part 2)

- 1 The right to use the Service Media in Heath Farm at the date of this lease for the proper use of the Premises.
- 2 The right to such support and shelter from Heath Farm as is now enjoyed by the Premises.
- 3 To the extent that the Landlord is able to grant the same and until such time as they are adopted as public highways maintainable at public expense, the right of way over the Kings Hill Access Roads as necessary for the purpose of access to and egress from the Premises.
- 4 The right of way with or without private vehicles over such parts of Heath Farm as directed by the Landlord (acting reasonably) in writing from time to time, for the purpose of access to and egress from the Premises.

- 5 The right on a non-exclusive basis to use not more than 14 car parking spaces in the Car Park.
- 6 For such time(s) that the Pavilion is located on Heath Farm and toilet facilities are available in the Pavilion for use by users of the sports facilities on Heath Farm, the right to use such toilet facilities.

SCHEDULE 2

(Rights reserved)

- 1 If the use after connection will not exceed the capacity of the relevant Service Media, the right to connect into and use the Service Media that are now or may at any time be through, in or under the Premises.
- 2 All rights of light, air, support and shelter and all other rights, easements and quasi-easements (other than rights of way) belonging to or capable of benefiting Heath Farm or any neighbouring property.
- 3
- 3.1 The right at reasonable times on giving reasonable prior written notice (but without notice in an emergency) to enter the Premises:
 - 3.1.1 to repair, maintain, renew, connect or clean the Service Media;
 - 3.1.2 to install and then use Service Media through the Premises; and
 - 3.1.3 for all reasonable purposes in connection with the repair, maintenance or alteration of Heath Farm or any neighbouring property.
- 3.2 The Landlord shall use reasonable endeavours to ensure that the person exercising these rights is to cause as little damage and inconvenience as possible and promptly take reasonable steps to repair any damage caused to the Premises to the Tenant's reasonable satisfaction.
- 3.3 If the Landlord is not entering to undertake work which the Tenant should have undertaken, and the Tenant as a direct consequence of the Landlord undertaking the work suffers loss of income because it cannot use some part of the facilities, then subject to the Tenant mitigating its loss the Landlord is to pay the Tenant such sum as reasonably represents the reasonable loss of income that the Tenant suffers.
- 4 The right to build, execute works on and use Heath Farm or any property in which the Landlord now or at any time has an interest for any purpose despite any interference with the access of light or air across that property to the Premises (and it is agreed that any light or air that the Premises may currently enjoy across that property is with the consent of the Landlord).

SCHEDULE 3

Part 1

(Landlord insures)

1 Landlord's obligations

- 1.1 Subject to paragraph 1.3 of this part 1, the Landlord is to keep the Premises insured against loss or damage by the Insured Risks for
 - 1.1.1 such sum that the Tenant (acting reasonably) directs to the Landlord in writing as being its Full Reinstatement Cost; or
 - 1.1.2 such greater sum that the Landlord (acting reasonably) considers to be its Full Reinstatement Cost.
- 1.2 If the Tenant fails to direct the sum for which the Landlord should insure pursuant to paragraph 1.1.1 of this part 1, the Landlord may insure for such sum that it reasonably believes to be the Full Reinstatement Cost of the Premises.
- 1.3 The Landlord's obligation to insure is subject to any exclusions, limitations and conditions that may be imposed by the insurers and any excesses imposed or reasonably negotiated.
- 1.4 When reasonably requested (but not more than once in any 12-month period) the Landlord is to show the Tenant either:
 - 1.4.1 the insurance policy and the receipt for the current premium; or
 - 1.4.2 evidence from the insurers of the terms of the policy and that it is in force.

2 Tenant's obligations

The Tenant is:

- 2.1 to give the Landlord notice immediately it becomes aware of anything in relation to the Tenant or the Premises that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Premises;
- 2.2 not to do or omit anything as a result of which any policy of insurance of the Premises 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 insurance or additional premium may become payable;
- 2.3 to comply at all times with the requirements and recommendations of the insurers relating to the occupation and use of the Premises and the exercise of the Tenant's rights in this lease in respect of the Premises;
- 2.4 to give the Landlord notice immediately it becomes aware of any damage or loss relating to the Premises arising from an Insured Risk;
- 2.5 not to effect any insurance of the Premises but if it becomes entitled to the benefit of any insurance proceeds in respect of the Premises it is to pay those proceeds to the Landlord;

- 2.6 to pay the Landlord an amount equal to any insurance money that the insurers of the Premises refuse to pay by reason of any act or omission of the Tenant or any person deriving title through the Tenant or any person at the Premises with the actual or implied authority of any of them.

3 Damage or destruction

- 3.1 Subject to obtaining all necessary planning and other consents the Landlord is to use all insurance money received (other than for loss of rent or public and third party liability) in connection with any damage to the Premises to repair the damage for which the money has been received or (as the case may be) in rebuilding the Premises.

- 3.2 The Landlord does not agree to:

3.1.1 provide accommodation or facilities identical in layout or design but accommodation is to be reasonably equivalent to that previously at the Premises and its access, services and amenities; or

3.1.2 repair or rebuild if the Tenant has failed to pay any of the Insurance Rent or any money payable under clause; or

3.1.3 repair or rebuild the Premises after a notice has been served under paragraphs 3.3 of this part 1; or

3.1.4 pay to the Tenant any money payable under the Landlord's policy of insurance that is not spent on repair or reinstatement.

- 3.2 At the Tenant's cost, the Landlord is to obtain and deliver to the Tenant and the Tenant's mortgagees executed agreements by deed from the building contractor and each of the consultants and sub-contractors engaged in connection with the rebuilding or reinstatement works carried out under paragraph 3.1 of this part 1, on terms acceptable to the Landlord:

3.2.1 warranting that the warrantor has complied with its appointment, building contract or sub-contract (as appropriate) and that it will maintain professional indemnity insurance for the life of the warranty in a sum reasonably required by the Tenant; and

3.2.2 that are capable of assignment on at least two occasions.

- 3.3 If following damage to or destruction of the Premises (or a substantial part of them) the Landlord considers that it is impossible or impractical to reinstate then:

3.3.1 the Landlord may terminate this lease by giving at least three months' written notice to the Tenant;

3.3.2 any insurance money receivable under the Landlord's policy of insurance belongs to the Landlord; and

3.3.3 the termination is not to affect the rights of either party against the other in respect of any prior claim or breach of an obligation.

4 Tenant's warranty on insurance

The Tenant warrants that prior to completion of this lease it has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Tenant (or

any director or other officer or major shareholder of the Tenant) of a nature likely to affect the decision of any insurer to grant or continue insurance against any of the Insured Risks.

Part 2

(Tenant insures)

1 Tenant's obligation to insure

- 1.1 The Tenant agrees with the Landlord to insure the Premises, and keep them insured, against damage or destruction by the Insured Risks, in an amount equal to the Full Reinstatement Cost.
- 1.2 The Tenant agrees with the Landlord to insure against property owners' public and third party liability in respect of the Premises and the activities carried on there for an amount reasonably required from time to time by the Landlord.
- 1.3 The Tenant is to effect insurance in such substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time approves (which approval is not to be unreasonably withheld or delayed).

2 Tenant's further insurance obligations

- 2.1 The Tenant is to make all payments necessary to effect and maintain the insurance it is obliged to effect under this lease when they become due.
- 2.2 The Tenant is to comply with all requirements and reasonable recommendations of the insurers.
- 2.3 The Tenant is not to do or omit to do anything that could cause any insurance policy effected in accordance with this lease to become wholly or partly void or voidable.
- 2.4 The Tenant is to keep the Pavilion and any other buildings where that is appropriate, supplied with appropriate fire fighting equipment and is to maintain the equipment in efficient working order to the satisfaction of the insurers and the fire authority and the Landlord.
- 2.5 The Tenant is not to obstruct the access to any fire equipment or the means of escape from the Pavilion or lock any fire door while the Pavilion is occupied.
- 2.6 The Tenant is immediately to give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this lease, and of any destruction of or damage to the Premises, whether or not caused by one or more of the Insured Risks.
- 2.7 The Tenant is to produce to the Landlord on demand (but not more often than once in every 12 months) every insurance policy effected in accordance with this lease and the receipt for the then current year's premium, and if so required to supply the Landlord with a copy of every policy Provided that if the Landlord requests a second copy of an insurance policy already supplied by the Tenant, the Landlord is to pay the Tenant's reasonable cost in providing it.
- 2.8 If at any time the Tenant is entitled to the benefit of any insurance of the Premises that is not effected or maintained in pursuance of any obligation contained in this lease, the Tenant is to apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received.

2.9 When this lease ends the Tenant is to pay to the Landlord on demand any insurance money received by the Tenant that has not been applied towards the repair or reinstatement of the Premises.

2.10 The Tenant is to procure that the Landlord's interest in the Premises is noted on the insurance policy.

3 Reinstatement

3.1 This paragraph applies if and whenever during the Term the Premises or any part of them are damaged or destroyed by one or more of the Insured Risks.

3.2 The Tenant is to apply any money received under the insurance to the costs of reinstatement.

3.3 The Tenant is to use its reasonable endeavours to obtain the planning permissions and other permits and consents necessary to enable the Premises to be rebuilt and reinstated in accordance with the original plans, elevations and details, with any variations the Landlord agrees to, having regard to the statutory provisions, bye-laws and regulations affecting the Premises.

3.4 As soon as reasonably practicable after all necessary permissions, permits and consents have been obtained, the Tenant is to rebuild and reinstate the Premises in accordance with them, using new, good, sound and substantial materials that are to be subject to inspection and approval by the Landlord, whose approval is not to be unreasonably withheld or delayed.

3.5 The Tenant is to make up out of its own money any difference between the cost of rebuilding and reinstatement and the money received under the insurance policy.

3.6 At its own cost, the Tenant is to obtain and deliver to the Landlord and the Landlord's mortgagees executed agreements by deed from the building contractor and each of the consultants and sub-contractors engaged in connection with the rebuilding or reinstatement works carried out under paragraph 3.4 of this part 2, on terms acceptable to the Landlord:

3.6.1 warranting that the warrantor has complied with its appointment, building contract or sub-contract (as appropriate) and that it will maintain professional indemnity insurance for the life of the warranty in a sum reasonably required by the Landlord; and

3.6.2 that are capable of assignment on at least two occasions.

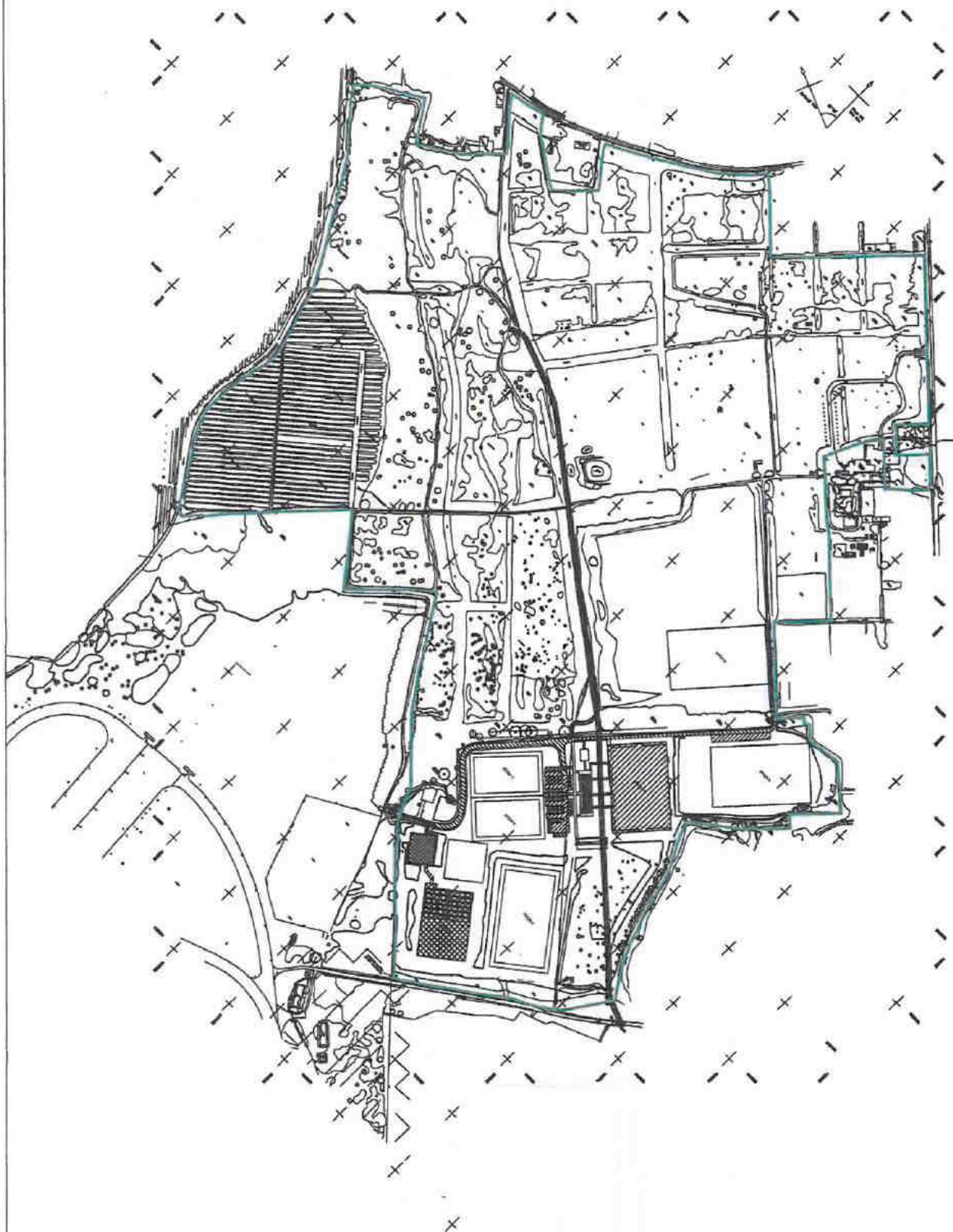
3.7 Any insurance money which is not applied towards the reinstatement of the Premises by the Tenant pursuant to its obligations in paragraph 3.4 of this part 2, is to be the property of the Landlord.

4 Default by Tenant

If the Tenant at any time fails to keep the Premises insured in accordance with its obligations in this lease then the Landlord may effect and maintain insurance. Any money the Landlord expends for that purpose is to be repaid by the Tenant on demand and may be recovered by action, as if it was reserved rent.

SIGNED as a **DEED** by **ROUSE KENT (RESIDENTIAL) LIMITED** acting by two directors

Signature	
Sign	Director
	Director
H ROCHE DIRECTOR	



Job Name:

KINGS HILL, HEATH FARM
BOUNDARY PLAN

Dwg Name:

LIBERTY PROPERTY TRUST UK LTD

Dwg No:

C9451/LKHPC/3

Scale:

1/5000 (At A3)

Date:

06/03/2014



Glen Surveys Ltd
Land & Engineering Surveyors

SUITE 13, OLD STABLES, HAWLEY MANOR,
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Tel: 01322 225 136 E-mail: mail@glen-surveys.co.uk
Fax: 01322 285 263 Web Site: www.glen-surveys.co.uk



Job Name:

KINGS HILL, HEATH FARM
ALLOTMENTS PLAN

Dwg Name:

LIBERTY PROPERTY TRUST UK LTD

Dwg No:

C9451/AP/2

Scale:

1/2500 (At A3)

Date:

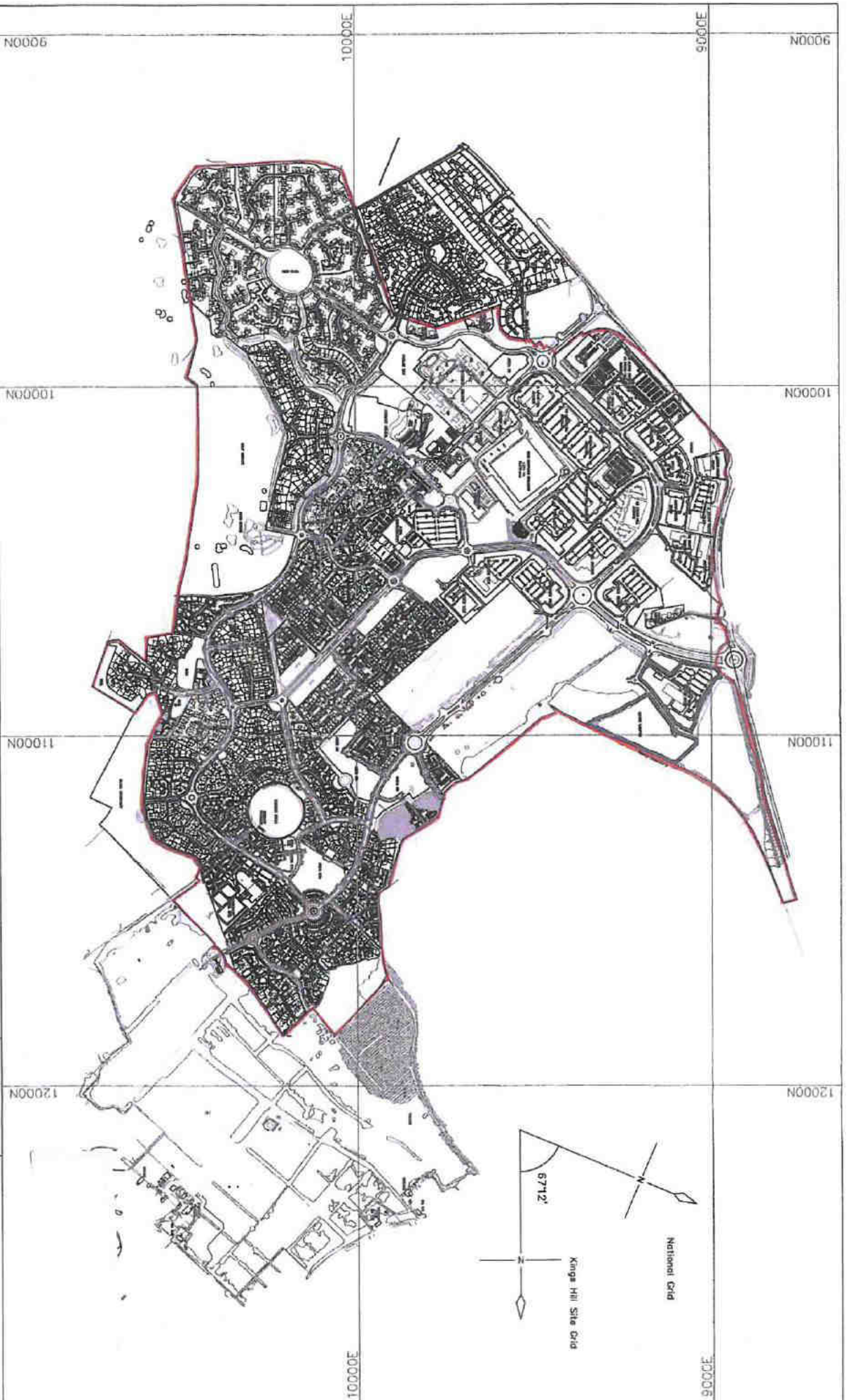
21/02/14



Glen Surveys Ltd
Land & Engineering Surveyors

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Tel: 01322 225 136 E-mail: mail@glen-surveys.co.uk
Fax: 01322 285 263 Web Site: www.glen-surveys.co.uk



ABBREVIATIONS

Job Name:

KINGS HILL, WEST MALLING

NOTES

- 1 The grid is the Kings Hill site Grid.

Title:

LAND RELEASE PLAN

Client:

LIBERTY PROPERTY TRUST UK LTD

Data Note:

This data has been surveyed to an accuracy commensurate with the scale of 1/500.

Dwg No:

C9451/4

Scale:

1/10,000 (At A3)

Date:

MARCH 2014

Surveyed: GSL

Drawn: GSL

Checked:



Glen Surveys Ltd
Land & Engineering Surveyors

SUITE 13, OLD STABLES, HAWLEY MANOR,
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Statutory Declaration prior to agreement excluding security of tenure – the Landlord and Tenant Act 1954

s.38A(3)(b) and the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 – Schedule 2 paragraphs 4 and 8

Statutory Declaration prior to agreement excluding security of tenure

I DAVID LEONARD WALLER of WALMER House, 2 KENDALL AVENUE
KINGS HILL, KENT ME19 4SF do solemnly and sincerely declare that:

- 1 Kings Hill Parish Council proposes to enter into a tenancy of premises being allotments at Kings Hill Sports Park, Kings Hill for a term commencing on the date to be agreed between the parties.
- 2 The tenant proposes to enter into an agreement with Rouse Kent (Residential) Limited that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
- 3 The landlord has served on the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced overleaf.
- 4 The tenant has read the notice referred to in paragraph 3 above and accepts the consequences of entering into the agreement referred to in paragraph 2 above.
- 5 I am duly authorised by the tenant to make this declaration.

To: KINGS HILL PARISH COUNCIL, 70 GIBSON DRIVE
KINGS HILL, KENT ME19 4L9 [Name and address of tenant]
From: ROUSE KENT (RESIDENTIAL) LIMITED, 11 TOWER VIEW
KINGS HILL, KENT ME19 4RL [Name and address of landlord]

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.

If you commit yourself to the lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the lease ends.
- Unless the landlord chooses to offer you another lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.
- If the landlord offers you another lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.

But if you do not receive at least 14 days' notice, you will need to sign a "statutory" declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

DECLARED at ANTHONY CLAPP SOLICITORS Sign here

HOLLY BANK CHAMBERS, REP
HILL, WATERINGBURY, KENT
ME18 5NN

Date: 24 MARCH 2014

Before me,

RYANNOU DAVID R'Dain

A Commissioner for Oaths/Solicitor.

Notice of offer of lease without security of tenure – the Landlord and Tenant Act 1954 s.38A(3)(a) and the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 – Schedule 1

**Notice that Sections 24 to 28 of the Landlord and
Tenant Act 1954 are not to apply to a
business tenancy**

To: Kings Hill Parish Council of 70 Gibson Drive, Kings Hill, West Malling, Kent, ME19 4LG

From: Rouse Kent (Residential) Limited (Co. Regn. No. 03541801) whose registered office is at 11 Tower View, Kings Hill, West Malling, Kent ME19 4RL

Property: Allotments at Kings Hill Sports Park, Kings Hill, West Malling, Kent

Date: 19 March 2014

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