

THIS LEASE is dated 2024

PARTIES

- (1) **Wallingford Town Council** of 8a Castle Street, Wallingford, OX10 8DL ("**Landlord**");
- (2) **TRAIN - Inspiring Young People** a Charitable Incorporated Organisation with charity number 1176258 whose office is at Unit 1A, 5/6 Market Place, Didcot, OX11 7LE ("**Tenant**").

IT IS HEREBY AGREED

I INTERPRETATION AND DEFINITIONS

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

1.1 Definitions:

Interest Rate: The base rate from time to time of Barclays Bank Plc (or similar).

Building means 9 St Martin's Street Wallingford OX10 OAL held under title number ON41923

Reservations: The right for the Landlord to:

- (a) enter the Property for any purpose mentioned in or connected with this lease; the Reservations; or the Landlord's interest in the Property or the Landlord's Neighbouring Property;
- (b) use and connect into any service media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term; and install and construct service media at the Property to serve the Landlord's Neighbouring Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and re-route and replace any service media; and
- (c) at any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property the Landlord owns or in which the Landlord acquires an interest during the Term as the Landlord may think fit.

Rights: The right for the Tenant:

- (a) for the purposes of access to and egress from the Property: (i) across the land owned by the Landlord to and from the main highway and the carpark at the rear of the Building and (ii) the right to use the stairways and other common areas to and from the main entrance of the Building at the side (or such other route designated from time to time by the Landlord at his sole discretion);
- (b) to use and to connect into any service media at the Building (being all media for the supply or removal of Utilities) that belong to the Landlord and serve (but do not form part of) the Property and which are in existence at the date of this lease (provided that the Landlord may, at its discretion and at any time, re-route or replace any such service media and this right shall then apply in relation to such service media as re-routed or replaced).

Termination Date The date on which the Term.

Utility Costs: All costs in connection with the supply or removal of electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities ("the **Utilities**") to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

1.2 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease; and the **Tenant** includes a reference to its successors in title and assigns.

1.3 Unless the context otherwise requires, references to the **Property** are to the whole and any part of it.

- 1.4 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2 GRANT AND COVENANTS

- 2.1 The Landlord lets the first floors offices Building which shall be known as 9 St Martin's Street Wallingford OX10 0AL including one half severed vertically of any party walls separating those premises from any adjoining premises (the "**Property**") to the Tenant for a term of 6 months from and including the date hereof until and including 2024 (the "**Term**") with full title guarantee together with the Rights and excepting and reserving the Reservations and the grant is made with the Tenant paying as rent to the Landlord the Annual Rent and all interest payable under this lease.
- 2.2 The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

3 ANNUAL RENT AND OTHER PAYMENTS

- 3.1 The Tenant must pay to the Landlord: a peppercorn rent in one instalment; the rates payable in respect to monthly waste removal from the Property; and no Utility Costs.
- 3.2 The Tenant must pay the Annual Rent and all other sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 3.3 If any of the Annual Rent or any other sum payable by the Tenant under this lease has not been paid within five working days of its due date (whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the default interest rate - such rate being 2% per annum above the Interest Rate - (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.
- 3.4 If the Landlord does not demand or accept any of the Annual Rent or any other sum due from, or tendered by, the Tenant under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then, when that amount is accepted by the Landlord, the Tenant must pay to the Landlord interest on that amount at the Interest Rate. Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date it is accepted by the Landlord.

4 COSTS

- 4.1 The Tenant must pay on demand and on a full indemnity basis the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of: the enforcement of the tenant covenants of this lease; serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court); serving any notice in connection with this lease under section 17 of the LTCA 1995; the preparation and service of a schedule of dilapidations in connection with this lease; or any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord).

5 ASSIGNING AND SUBLETTING

- 5.1 The Tenant must not assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property.

6 REPAIR, DECORATION AND ALTERATIONS

- 6.1 The Tenant must keep the Property in good condition and clean, tidy and clear of rubbish but shall not be liable to repair the Property to the extent that any disrepair has been caused by a risk that is insured unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any person authorised by the Tenant.
- 6.2 The Tenant must not make any structural alterations or addition/s or make any opening in any boundary to the Property, but may make internal non-structural alterations to the Property with the consent of the Landlord.

7 RETURNING THE PROPERTY TO THE LANDLORD

- 7.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 7.2 The Tenant must by the Termination Date remove any tenant's fixtures from the Property; any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and any signs or boards erected by the Tenant at the Property; all chattels belonging to or used by it and shall make good any damage caused to the Property by the removal of those items and alterations.
- 7.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal. The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

8 USE OF THE PROPERTY

- 8.1 The Tenant must not:

- (a) use the Property for any purpose other than for office use (the “**Permitted Use**”) the Permitted Use or make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list); apply for or implement any planning permission for the Property; or attach any signs, fascia, awnings, placards, boards, or advertisements to the exterior of the Property;
- (b) use the Property: for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord or any property that neighbours the Property; to store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- (c) commission an energy performance certificate (“**EPC**”) as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118) for the Property (“**EPC Regulations**”) unless required to do so by such regulations or at the request of the Landlord.

- 8.2 The Tenant must:

- (a) comply with all laws relating to the Property and its occupation and use by the Tenant including, but not limited to, those relating to the supply and removal of Utilities to or from the Property, any fire safety/prevention, all materials kept at or disposed of from the Property and the Tenant shall maintain the health and safety file at the Property.
- (b) allow all those entitled to exercise any right to enter the Property (with their workers, contractors, agents and professional advisers) at any reasonable time (whether or not during usual business hours) after having given reasonable notice to the Tenant (which need not be in writing) except in the case of an emergency when no notice shall be required;

- (c) allow any person authorised by the terms of any third party right to enter the Property in accordance with that right; and
- (d) give the Landlord notice of any defect in the Property as soon as it becomes aware of it; and 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.

9 QUIET ENJOYMENT

The Landlord covenants with the Tenant that 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.

10 RE-ENTRY AND FORFEITURE

- 10.1 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: the whole or any part of the Annual Rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not); any breach of any condition of, or tenant covenant in, this lease; or the Tenant becomes insolvent or bankrupt, whichever the case may be.
- 10.2 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.

11 INSURANCE

- 11.1 The Landlord shall keep the Property (other than any plate glass or window glass) insured against loss or damage by fire and such other risks as the Landlord considers it prudent to insure against, provided that such insurance is available in the market on reasonable terms acceptable to the Landlord.
- 11.2 If the Property is damaged or destroyed by a risk against which the Landlord has insured so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Property so as to make the Property fit for occupation and use within 12 months of it having been damaged or destroyed, then the Landlord may determine this lease by giving notice to the Tenant; or provided that the Landlord's insurance policy has not been vitiated in whole or part by any act or omission of the Tenant or any person at the Property with the actual or implied authority of the Tenant, the Tenant may determine this lease by giving notice to the Landlord.
- 11.3 If the Property is damaged or destroyed by a risk against which the Landlord is not obliged to insure so as to make the Property unfit for occupation and use, and the Landlord has not repaired the Property so as to make the Property fit for occupation and use within 6 months of the damage or destruction, then the Landlord or the Tenant may terminate this lease by giving notice to the other.
- 11.4 If this lease is terminated pursuant to this clause 11, then the termination shall be without prejudice to any right or remedy of the Landlord in respect of any antecedent breach of the tenant covenants of this lease and nothing in this clause 11 shall oblige the Landlord to repair the Property.
- 11.5 The Tenant must:
 - (a) immediately inform the Landlord: if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property; of any damage or loss relating to the Property arising from a risk that is insured or any other event that might affect any insurance policy relating to the Property;

- (b) not do or omit to do anything as a result of which any insurance policy for the Property may become void or voidable or otherwise prejudiced, the payment of any policy money may be withheld or any increased or additional insurance premium may become payable;
- (c) insure the tenant's fixtures that are installed by or for the Tenant or occupier of the Property and that form part of the Property; and must maintain sufficient public liability insurance; and
- (d) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any person at the Property with the authorisation of the Tenant.

12 EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954

12.1 The parties:

- (a) confirm that:
 - (i) 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 entered into;
 - (ii) the Tenant (or a person who was duly authorised by the Tenant to do so) made a declaration dated 2024 in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
 - (iii) there is no agreement for lease to which this lease gives effect; and
- (b) agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

13 BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 13.1 The Landlord may enter the Property to inspect its condition and state of repair and 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.
- 13.2 Following the service of a notice the Landlord may enter the Property and carry out the required works if the Tenant: has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or is not carrying out the required works with all due speed.
- 13.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause 13 (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.

14 NOTICES

- 14.1 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: in writing and for the purposes of this clause an email is not in writing; and given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business or residence.
- 14.2 If a notice complies with the criteria in clause 14.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received: if delivered by hand, at the time the notice is left at the proper address; or if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 14.3 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 and Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

15 CONSENTS AND APPROVALS

- 15.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless: it is given in writing and signed by the Landlord and it expressly states that the Landlord waives the requirement for a deed in that particular case. If a waiver is given pursuant to this clause, it shall not affect the requirement for a deed for any other consent.
- 15.2 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 the approval is being given in a case of emergency or this lease expressly states that the approval need not be in writing.
- 15.3 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; or obviate the need to obtain any consent or approval from a third party.

16 OTHER

- 16.1 The Reservations are excepted and reserved:
- (a) notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property and may be exercised by the Landlord, anyone else who is or becomes entitled to exercise them and anyone authorised by the Landlord; and
 - (b) to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 16.2 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for physical damage to the Property; and any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.
- 16.3 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded and the Property is let without the benefit of any existing easements or other rights which are appurtenant to Landlord's freehold title.
- 16.4 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).
- 16.5 Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any other neighbouring or adjoining property.
- 16.6 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease 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.
- 16.7 The Tenant must keep the Landlord indemnified against all liabilities, expenses, costs claims, damages and losses suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease; any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or any act or omission of the Tenant or any person so authorised by the Tenant.
- 16.8 Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed 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.

- 16.9 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 16.10 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.
- 16.11 This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.
- 16.12 This lease and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

17 MUTUAL BREAK RIGHT

Break date: a date is at least (three) months after service of the Break Notice.

Break Notice: Written notice to terminate this lease specifying the Break Date.

- 17.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice at any time on or after 6 months from the date hereof on the other party.
- 17.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:
1. the Tenant has not paid any part of the Annual Rent, or any VAT in respect of it, which was due to have been paid; and
 2. vacant possession on the whole of the Property is not given;
- 17.3 Subject to clause 17.2, following the service of a Break Notice this lease shall terminate on the break date.
- 17.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

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

The Common Seal of Wallingford Town Council was hereunto
affixed in the presence of Wallingford Town Clerk/ RFO

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Add tenant's execution clause

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