

DATED 18 APRIL 2016

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LEASE

relating to

**GREWELTHORPE VILLAGE HALL**

between

**THE TRUSTEES FOR METHODIST CHURCH PURPOSES**

and

**DAVID BRAY AND ANDREW ROBERTS**

and

**GREWELTHORPE VILLAGE HALL AND COMMUNITY CENTRE**



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**PRESCRIBED CLAUSES**

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003.

**LR1. Date of lease**

*18 APRIL 2016*

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

NYK361302

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

The Trustees for Methodist Church Purposes of 1 Central Buildings, Oldham Street, Manchester, Greater Manchester, M1 1JQ.

and

David Bray and Andrew Roberts of c/o Ripon and Lower Dales Circuit Office, Allhallowgate Methodist Church, Victoria Grove, Ripon, HG4 1LG

**Tenant**

Grewelthorpe Village Hall And Community Centre, a company incorporated and registered in England and Wales with company number 06972793, whose registered office is at High Garth, Grewelthorpe, Ripon, North Yorkshire, HG4 3BW.

**Other parties**

None.

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in clause 1.1 of this lease.

**LR5. Prescribed statements etc.**

The land demised is held by The Trustees for Methodist Church Purposes, a non-exempt charity, and this lease is not one falling within paragraph (a), (b), (c) or (d) of section 117(3) of the Charities Act 2011, so that the restrictions on disposition imposed by sections 117-121 of that Act apply to the land.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Contractual Term".

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements as specified in clause 5 and clause 6.2 of this lease.

**LR12. Estate rent charge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

THIS LEASE is dated the 18<sup>th</sup> day of APRIL 2014

## PARTIES

- (1) The Trustees for Methodist Church Purposes of 1 Central Buildings, Oldham Street, Manchester, Greater Manchester, M1 1JQ ('the Board') being a charitable body corporate established by the Methodist Church Act 1939 registered with Charity Number 1136358.
- (2) David Bray and Andrew Roberts and others being the members (or such of the members as have attained full age) of The Ripon Circuit Meeting whose collective address for service is c/o Ripon and Lower Dales Circuit Office, Allhallowgate Methodist Church, Victoria Grove, Ripon, HG4 1LG ('the Managing Trustees') and who collectively with the Board are referred to as the Landlord
- (3) Grewelthorpe Village Hall And Community Centre, a company incorporated and registered in England and Wales with company number 06972793, whose registered office is at High Garth, Grewelthorpe, Ripon, North Yorkshire, HG4 3BW ('the Tenant').

## AGREED TERMS

### 1. INTERPRETATION

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

**1976 Act:** means the Methodist Church Act 1976

**2011 Act:** means the Charities Act 2011

**Annual Rent:** rent at the rate of £1 per annum.

**CDM Regulations:** the Construction (Design and Management) Regulations 2007.

**Contractual Term:** a term of 40 years beginning on, and including ~~the date of this lease~~ 1<sup>st</sup> FEBRUARY 2014 and ending on, and including the 31<sup>st</sup> day of JANUARY 2054

**Default Interest Rate:** 4% above the Interest Rate.

**Development Costs:** the costs, fees and expenses of developing the Property in accordance with the terms of an Agreement for Lease dated the 29<sup>th</sup> day of June 2012 and made between (1) the Landlord and (2) the Tenant.

**Insurance Rent:** the aggregate in each year of the gross cost of the premium before any discount or commission for the insurance of:

- (a) the Property for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and

shoring-up, professionals' and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of all those costs, fees and expenses;

(b) any insurance premium tax payable on the above.

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

**Interest Rate:** interest at the base lending rate from time to time of Barclays Bank PLC, or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Landlord.

**LTA 1954:** Landlord and Tenant Act 1954.

**Model Trusts:** means the model trusts for the time being contained in Part III of Schedule 2 to the 1976 Act

**Permitted Use:** a Village Hall within Use Class D1 of the Town and Country Planning (Use Classes) Order 1987 as at the date this lease is granted

**Property:** Grewelthorpe Village Hall, Grewelthorpe, North Yorkshire, Ripon, HG4 3TE shown edged red on the attached Plan.

**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, air conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property and charges registers of title number NYK361302.

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

**Village Hall:** shall mean the ground floor and first floor of the Property

1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of the lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.

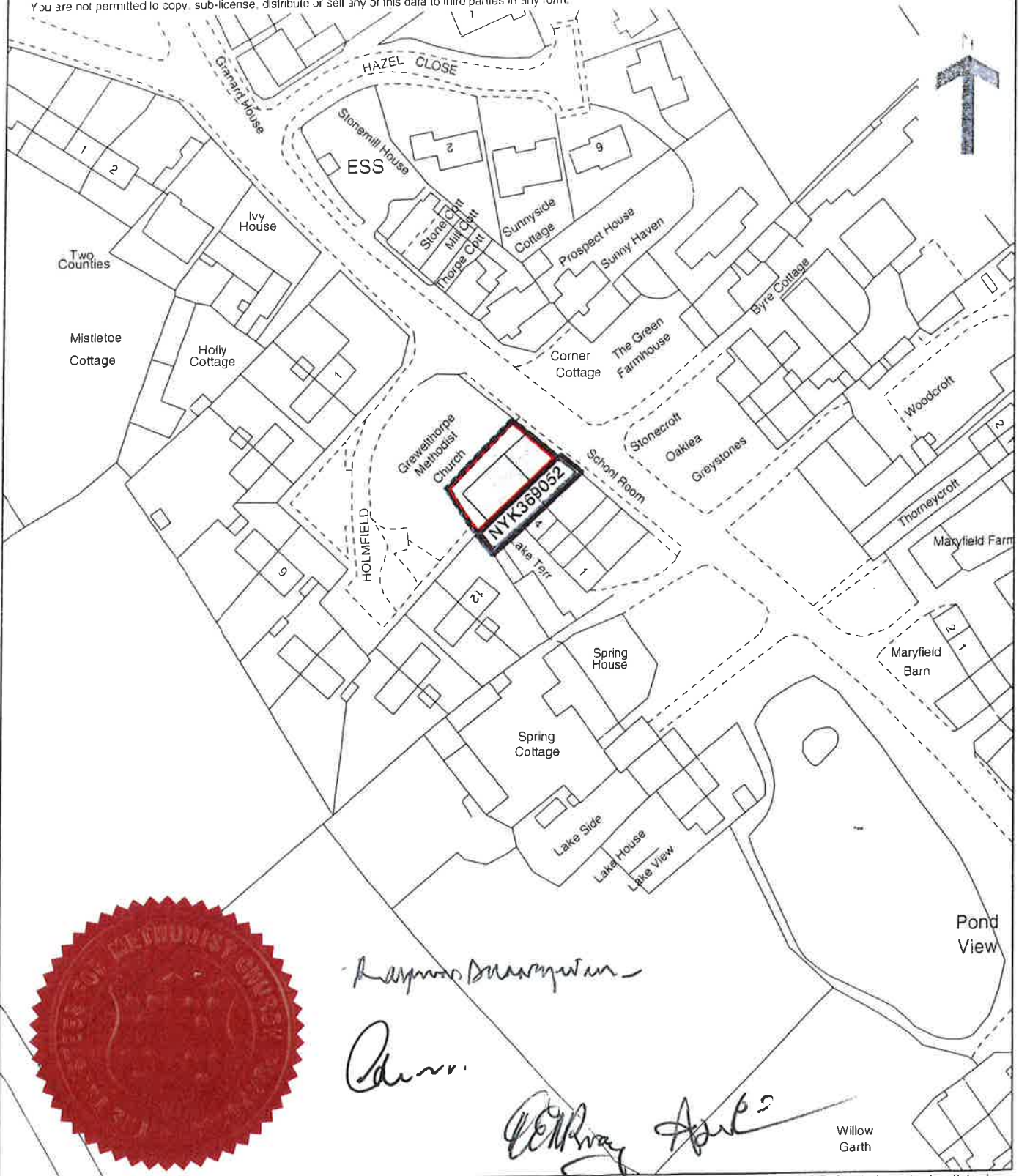
1.3 References to the Landlord are to the Board and the Managing Trustees together and to their respective successors in title and assigns and the persons from time to time entitled to the reversion immediately expectant on the determination of the Term. A reference to The Tenant includes a reference to its successors in title and assigns. A reference to a **guarantor** is a reference to any guarantor of the tenant covenants of



# Land Registry

Title number **NYK361302**  
Ordnance Survey map reference **SE2376SW**  
Scale **1:1250** enlarged from 1:2500  
Administrative area **North Yorkshire: Harrogate**

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This official copy issued on 23 April 2013 shows the state of this title plan on 23 April 2013 at 15:35:19. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.  
This title is dealt with by Land Registry, Durham Office.



this lease including a guarantor who has entered into an authorised guarantee agreement

- 1.4 References to the **Managing Trustees** include their successors from time to time ascertained in accordance with the provisions of Part II of Schedule 2 to the 1976 Act
- 1.5 Whilst the Landlord is the Board and the Managing Trustees together all covenants indemnities and obligations on the part of the Landlord are given by the Managing Trustees and not by the Board and nothing in this Deed shall impose any personal liability on the Board as Custodian Trustees
- 1.6 In the event of the reversion of this Lease being transferred to a third party then all references in the body of this deed to the Managing Trustees and the Board shall be to the Landlord.
- 1.7 In this Lease all covenants, indemnities and all other obligations on the part of the Tenant shall be deemed to be made with the Managing Trustees and Board separately.
- 1.8 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.
- 1.9 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.10 Unless the context otherwise requires, a reference to the Property is to the whole and any part of it.
- 1.11 A reference to the **term** is to the Contractual Term.
- 1.12 A reference to the **end of the term** is to the end of the term however it ends.
- 1.13 References to the **consent** of the Landlord are to the consent of the Landlord given in accordance with clause 38.4 and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with clause 38.5.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in the City of London.
- 1.15 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or

re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.

- 1.16 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.17 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.18 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.19 A **person** includes a corporate or unincorporated body.
- 1.20 References to **writing** or **written** do not include faxes or email.
- 1.21 Except where a contrary intention appears, a reference to a clause or schedule, is a reference to a clause of, or schedule to, this lease and a reference in a schedule to a paragraph is to a paragraph of that schedule.
- 1.22 Clause, schedule and paragraph headings do not affect the interpretation of this lease.

## 2. RECITALS

- 2.1 The Board holds the Property as custodian trustees upon the Model Trusts and the Managing Trustees are the managing trustees of the Property ascertained in accordance with the provisions of Part II of Schedule 2 to the 1976 Act
- 2.2 The Property is held by or in trust for a charity by the Board and the charity is not an exempt charity and the restrictions on disposition imposed by Sections 117-121 of the 2011 Act apply to the Property (subject to Section 117(3))
- 2.3 The consent of the Methodist Council has been given to the grant of this Lease by a Memorandum of Consent dated the **29<sup>th</sup>** day of **FEBRUARY** 201**6** signed by the Conference Officer for Legal and Constitutional Practice or by another person authorised by the Methodist Council

- 2.4 The Board have signified their written concurrence to the grant of this Lease by their execution of this Lease
- 2.5 The Managing Trustees certify that as charity trustees they have power under the Model Trusts to effect this disposition and that they have complied with the provisions of Sections 117-121 of the 2011 Act so far as applicable to it
- 2.6 This Lease has been approved and ordered to be executed by a resolution duly passed at a duly constituted meeting of the Managing Trustees and it is intended to be executed by two of the Managing Trustees upon whom the Managing Trustees acting under Section 333 of the 2011 Act have duly conferred a general authority to execute in the names and on behalf of the Managing Trustees all assurances and other deeds and instruments

### **3. GRANT**

- 3.1 In consideration of the Annual Rent now paid by the Tenant to the Landlord (the receipt of which the Board and the Managing Trustees respectively acknowledge) and of the covenants on the part of the Tenant contained in this Lease, the Board as Custodian Trustees demise and the Managing Trustees as managing trustees demise the Property to the Tenant for the Term
- 3.2 The grant is made, excepting and reserving to the Landlord the rights set out in clause 5, and subject to the Third Party Rights.
- 3.3 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;
  - (b) the Insurance Rent and all VAT in respect of it;
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.

### **4. ANCILLARY RIGHTS**

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

**5. RIGHTS EXCEPTED AND RESERVED**

5.1 The following rights are excepted and reserved from this lease to the Landlord and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term;
- (c) at any time during the term, the full and free right to develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Contractual Term as the Landlord may think fit;
- (d) the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
- (e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- (f) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property,

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.

5.2 The Landlord reserves the right to enter the Property:

- (a) to repair, maintain or replace any Service Media or structure relating to any of the Reservations; and
- (b) for any other purpose mentioned in or connected with:
  - (i) this lease;
  - (ii) the Reservations;
  - (iii) the Sharing Arrangements; and
  - (iv) the interest of the Landlord in the Property.

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

5.4 The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and,

except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

- 5.5 No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisors, shall be liable to the Tenant or to any 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:
- (a) physical damage to the Property; or
  - (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## **6. THIRD PARTY RIGHTS**

- 6.1 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.
- 6.2 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.

## **7. THE SHARING ARRANGEMENTS**

- 7.1 Subject to clause 7.2, the Tenant shall be entitled to exclusive occupation of the Village Hall
- 7.2 The Landlord shall be entitled to exclusive use of the Village Hall for a maximum of 6 (six) hours per calendar week PROVIDED THAT additional hours may be agreed in writing between the Landlord and the Tenant.
- 7.3 The dates and times of those hours which the Landlord requires for its exclusive use of the Village Hall shall be notified to and agreed with the Tenant no less than seven days in advance.
- 7.4 During its allocated hours, the Landlord shall be entitled to use the Village Hall for such purposes as it may in its absolute discretion think fit, including (but not by way of limitation) for the implementation of the present or any future Sharing Agreement made between the Landlord and the Ripon and Leeds Diocesan Board of Finance or any other person.
- 7.5 For the purposes of this Lease, the provisions of clauses 7.1 – 7.4 shall be referred to as the ‘Sharing Arrangements’

7.6 Any dispute as to the Sharing Arrangements shall be referred to a Surveyor appointed by the parties jointly, who shall act as an expert and not as an arbitrator and whose decision shall be final. If the parties cannot agree on the joint instruction of the Surveyor, the Surveyor shall be instructed by the RICS President for the time being.

## 8. INSURANCE

8.1 Subject to clause 8.2, the Managing Trustees shall keep 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 Managing Trustees shall not be obliged to insure any part of the Property installed by the Tenant.

8.2 The obligation of the Managing Trustees to insure is subject to:

- (a) any exclusions, limitations, excesses and conditions that may be imposed by the insurers; and
- (b) insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.

8.3 The Tenant shall pay to the Landlord on demand:

- (a) the Insurance Rent;
- (b) any amount that is deducted or disallowed by the insurers pursuant to any excess provision in the insurance policy; and
- (c) any costs that the Managing Trustees incur in obtaining a valuation of the Property for insurance purposes.

If the Managing Trustees insure the Property together with other land, the amount of the Insurance Rent shall be a fair proportion of the total for the Property and the other land.

8.4 The Tenant shall:

- (a) give the Managing Trustees notice immediately any matter occurs that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property;
- (b) not do or omit anything as a result of which any policy of insurance of the Property or any neighbouring property may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor (unless the Tenant has previously notified the Managing Trustees and has paid any increased or additional premium) anything as a result of which any increased or additional insurance premium may become payable;
- (c) comply at all times with the requirements and recommendations of the insurers relating to the Property;



- (d) give the Managing Trustees immediate notice of the occurrence of any damage or loss relating to the Property arising from an Insured Risk or of any other event that might affect any insurance policy relating to the Property;
  - (e) not effect any insurance of the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property pay those proceeds or cause them to be paid to the Landlord; and
  - (f) pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay by reason of any act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 8.5 The Managing Trustees shall, subject to obtaining all necessary planning and other consents, use all insurance money received (other than for loss of rent) to repair the damage for which the money has been received.
- 8.6 The Landlord shall not be obliged to:
- (a) provide accommodation identical in layout or design; or
  - (b) repair or rebuild if the Tenant has failed to pay any of the Insurance Rent; or
  - (c) repair or rebuild the Property after a notice has been served pursuant to clause 8.7 or clause 8.8.
- 8.7 If, following damage to or destruction of the Property, the Landlord in its absolute discretion considers that it is impossible or impractical or not expedient to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant. On giving notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.
- 8.8 Provided that the Tenant has complied with its obligations in this clause 8, the Tenant may terminate this lease by giving notice to the Landlord if, following damage or destruction of the Property by an Insured Risk, the Property has not been reinstated so as to be fit for occupation and use within three years after the date of damage or destruction. On giving this notice this lease shall determine but this shall be without prejudice to any right or remedy of the Landlord in respect of any breach of the tenant covenants of this lease. Any proceeds of the insurance shall belong to the Landlord.
- 8.9 The Tenant must ensure that it holds a valid policy of public liability insurance at all times and, if required by the Landlord, must produce a copy of the policy document and evidence that the current premium has been paid.

**9. RATES AND TAXES**

- 9.1 The Tenant shall pay all present and future rates, taxes and other impositions payable in respect of the Property, its use and any works carried out there, other than:
- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
  - (b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 9.2 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.
- 9.3 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

**10. UTILITIES**

- 10.1 Subject to clause 10.4, the Tenant shall pay all costs in connection with the supply and removal of heat, air conditioning, electricity, gas, water, sewage, telecommunications, data and other services and utilities directly to and from the Property.
- 10.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion of all those costs.
- 10.3 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.
- 10.4 The Managing Trustees shall make a fair contribution according to usage towards those outgoings for which the Tenant is primarily liable under clause 10.1 and any dispute as to the Managing Trustees' contribution shall be referred to a Surveyor jointly appointed by the Landlord and the Tenant, who shall act as an expert and not as an arbitrator and whose decision shall be final.

**11. COMMON ITEMS**

- 11.1 The Tenant shall pay the Landlord on demand all costs payable for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other property.

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

## **12. VAT**

- 12.1 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.

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

## **13. DEFAULT INTEREST AND INTEREST**

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

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

## **14. COSTS**

- 14.1 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:

- (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; and
- (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).

14.2 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.

**15. COMPENSATION ON VACATING**

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

**16. NO DEDUCTION, COUNTERCLAIM OR SET-OFF**

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

**17. REGISTRATION OF THIS LEASE**

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

**18. ASSIGNMENTS**

18.1 The Tenant shall not assign the whole of this lease:-

- (a) at a premium or other similar payment;
- (b) other than to a charity or other organisation with the same or substantially similar objects to those of the Tenant; and
- (c) without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

AND nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so

18.2 The Tenant shall not assign part only of this lease

**19. UNDERLETTINGS**

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

19.2 The Tenant shall not underlet part only of the Property.

**20. SHARING OCCUPATION**

The Tenant may not share occupation of the Property with any person OTHER THAN in accordance with the Sharing Arrangements.

**21. CHARGING**

21.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

21.2 The Tenant shall not charge part only of this lease.

**22. 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).

**23. CLOSURE OF THE REGISTERED TITLE OF THIS LEASE**

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**

24.1 The Tenant shall keep the Property clean and tidy and in good repair and condition.

24.2 The Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that:

- (a) the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them; or
- (b) the insurance cover in relation to that disrepair is excluded, limited, is unavailable or has not been extended, as mentioned in clause 8.2.

24.3 The Tenant shall keep the external areas of the Property in a clean and tidy condition and not allow any rubbish or waste to be left there. The Tenant shall clean all windows at the Property as often as is necessary and at least once a month.

24.4 The Tenant shall keep the public footpath which runs through the Property:-

- (a) unobstructed and open to the public;
- (b) in good repair and condition

and shall carry out any works of repair and/or maintenance to the satisfaction of the Principal Parks Officer (or equivalent) from time to time of Harrogate Borough Council.

## **25. DECORATION**

25.1 The Tenant shall decorate the outside and the inside of the Property as often as is reasonably necessary and also in the last three months before the end of the term.

25.2 All decoration shall be carried out in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use and shall include all appropriate preparatory work.

25.3 All decoration carried out in the last three months of the term shall also be carried out to the satisfaction of the Managing Trustees and using materials, designs and colours approved by the Managing Trustees.

25.4 The Tenant shall replace the floor coverings at the Property within the three months before the end of the term with new ones of good quality and appropriate to the Property and the Permitted Use.

## **26. ALTERATIONS**

26.1 The Tenant shall not make any external or structural alteration or addition to the Property and shall not make any opening in any boundary structure of the Property

without the written consent of the Landlord, such consent not to be unreasonably withheld.

26.2 The Tenant shall not install any Service Media on the exterior of the Property nor alter the route of any Service Media at the Property without the consent of the Landlord, such consent not to be unreasonably withheld.

26.3 The Tenant may with the consent of the Landlord install and remove non-structural, demountable partitioning provided that it makes good any damage to the Property.

## 27. SIGNS

27.1 In this clause 27 **Signs** include signs, fascia, placards, boards, posters and advertisements.

27.2 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.

27.3 The Tenant shall allow the Landlord to fix to and keep at the Property any sale or letting board as the Landlord reasonably requires.

## 28. RETURNING THE PROPERTY TO THE LANDLORD

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

28.2 If the Landlord gives the Tenant notice, the Tenant shall remove items it has fixed to the Property, remove any alterations it has made to the Property and make good any damage caused to the Property by that removal.

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

28.4 The Tenant irrevocably appoints the Managing Trustees to be the agent for the Tenant 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 10 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.

## 29. USE

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

29.2 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 or any other owners, tenants or occupiers of any owner or occupier of neighbouring property.

29.3 The Tenant shall not use the Property for Sunday trading or for any betting or gambling in any form or for the sale, supply or consumption of alcoholic beverages, public dances or the sale of adult products or for any other purpose contrary to the Standing Orders of the Methodist Conference in force at the date hereof SAVE THAT:-

- (a) The sale, supply and consumption of alcoholic beverages is permitted by virtue of the Property having been designated as a conference centre for the purposes of Standing Order 922(3A) of the Methodist Conference in force at the date hereof; and
- (b) betting, gambling and/or public dancing are permitted with the prior consent of the Managing Trustees, but only insofar as the Managing Trustees are able to give consent under the Standing Orders of the Methodist Conference in force from time to time.

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

### **30. COMPLIANCE WITH LAWS**

30.1 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 of all Service Media and machinery and equipment at or serving the Property;
- (c) any works carried out at the Property; and
- (d) all materials kept at or disposed from the Property.

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

30.3 Within five 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 Managing Trustees; 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.



- 30.4 The Tenant shall not apply for any planning permission for the Property without the consent of the Landlord.
- 30.5 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 Managing Trustees at the end of the term.
- 30.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the obligations of the Landlord under the CDM Regulations.
- 30.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Managing Trustees 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.
- 30.8 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 Managing Trustees and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 31. ENCROACHMENTS, OBSTRUCTIONS AND ACQUISITION OF RIGHTS**
- 31.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 31.2 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 give notice to the Managing Trustees; and
  - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 31.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 31.4 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.

- 31.5 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 notify the Managing Trustees; and
  - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**32. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS**

- 32.1 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.
- 32.2 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.
- 32.3 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.
- 32.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the other rights of the Landlord, including those under clause 35.

**33. INDEMNITY**

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

**34. COVENANT FOR QUIET ENJOYMENT OF THE MANAGING TRUSTEES**

The Managing Trustees covenant with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord save in accordance with the Sharing Arrangements.

**35. RE-ENTRY AND FORFEITURE**

35.1 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 whether it has been formally demanded or not; or
- (b) any breach of any condition, or tenant covenant, in this lease; or
- (c) where the Tenant or any guarantor is a corporation:
  - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
  - (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant or guarantor; or
  - (iii) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or guarantor; or
  - (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or guarantor; or
  - (v) the commencement of a voluntary winding-up in respect of the Tenant or guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
  - (vi) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or guarantor; or
  - (vii) the striking-off of the Tenant or guarantor from the Register of Companies or the making of an application for the Tenant or the guarantor to be struck-off; or
  - (viii) the Tenant or the guarantor otherwise ceasing to exist; or
- (d) where the Tenant or any guarantor is an individual:
  - (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or
  - (ii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

35.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 35, 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.

**36. LIABILITY**

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

36.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Managing Trustees are owed to the Tenant.

36.3 In any case where the facts are or should be known to the Tenant, the Managing Trustees shall not be liable to the Tenant for any failure of the Managing Trustees to perform any landlord covenant in this lease unless and until the Tenant has given the Managing Trustees notice of the facts that give rise to the failure and the Managing Trustees has not remedied the failure within a reasonable time.

**37. ENTIRE AGREEMENT AND EXCLUSION OF REPRESENTATIONS**

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

37.2 The Tenant acknowledges that in entering into this lease it is not relying on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

37.3 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.

37.4 Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

**38. NOTICES, CONSENTS AND APPROVALS**

- 38.1 Except where this lease specifically states that a notice need not be in writing, or where notice is given in an emergency, any notice given pursuant to this lease shall be in writing.
- 38.2 A written notice shall be delivered by hand or sent by pre-paid first class post or registered post. A correctly addressed notice sent by pre-paid first class post shall be deemed to have been delivered at the time at which it would have been delivered in the normal course of the post.
- 38.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 38.4 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
- (a) it is given in writing and signed by a person duly authorised on behalf of the Landlord; 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.

- 38.5 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:
- (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.
- 38.6 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

**39. GOVERNING LAW AND JURISDICTION**

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

39.2 The parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute that arises 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 Managing Trustees 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, before an Agreement for Lease dated 29<sup>th</sup> June 2012 was entered into, a copy of which notice is annexed to this lease; and
- (b) James Philip Lewis-Ogden, who was duly authorised by the Tenant to do so, made a statutory declaration dated 29<sup>th</sup> June 2012 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.

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

IN WITNESS whereof the Board have caused their Common Seal to be affixed to this Lease and David Bray and Andrew Roberts (being the persons authorised by this Lease in the names and on behalf of the Managing Trustees) and the Tenant have executed this Lease as a Deed and delivered it on the date at the head of this Lease

The COMMON SEAL of THE TRUSTEES  
FOR METHODIST CHURCH PURPOSES  
was hereunto affixed with the sanction of the two  
members whose signatures are hereto subscribed



X *[Handwritten Signature]*  
.....  
Board Member

*[Handwritten Signature]*  
.....  
Board Member

**SIGNED as a Deed by**  
**DAVID BRAY**  
in the presence of:

*[Handwritten Signature: David Bray]*  
.....

WITNESS  
Signature *[Handwritten Signature]*  
Name *NICHOLAS JAMES WHITE*  
Address *5 WESTGATE, R. PON,*  
*NORTH YORKSHIRE, HG4 2AT*  
Occupation *SOLICITOR*

**SIGNED as a Deed by**  
**ANDREW ROBERTS**  
in the presence of:

*[Handwritten Signature: Andrew Roberts]*  
.....

WITNESS  
Signature *[Handwritten Signature]*  
Name *NICHOLAS JAMES WHITE*  
Address *5 WESTGATE, R. PON,*  
*NORTH YORKSHIRE, HG4 2AT*  
Occupation *SOLICITOR*

Executed as a deed by **GREWELTHORPE  
VILLAGE HALL AND COMMUNITY  
CENTRE** acting by:



**DATED**

**2012**

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**FORM OF NOTICE THAT SECTIONS 24-28 OF THE LANDLORD AND  
TENANT ACT 1954 ARE NOT TO APPLY TO THE LEASE**

THE UNIVERSITY OF CHICAGO  
LIBRARY



**FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY**

**Date of Service:** 8<sup>th</sup> June 2012.

**TO:**

Grewelthorpe Village Hall And Community Centre whose registered office is at High Garth, Grewelthorpe, Ripon, North Yorkshire, HG4 3BW.

**FROM:**

The Trustees for Methodist Church Purposes of 1 Central Buildings, Oldham Street, Manchester, Greater Manchester, M1 1JQ.

Ruth Foster of Ripon & Lower Dales Circuit Office, Allhallowgate Methodist Church, Victoria Grove, Ripon, North Yorkshire, HG4 1LG.

John Wilson of Ripon & Lower Dales Circuit Office, Allhallowgate Methodist Church, Victoria Grove, Ripon, North Yorkshire, HG4 1LG.

This form of notice applies to the premises at Grewelthorpe Village Hall, Grewelthorpe, Ripon, North Yorkshire, HG4 3TE.

<b>IMPORTANT NOTICE</b>	
<b>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.</b>	
Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.	
<b>If you commit yourself to the lease you will be giving up these important legal rights.</b>	
<ul style="list-style-type: none"><li>• You will have <b>no right</b> to stay in the premises when the lease ends.</li><li>• Unless the landlord chooses to offer you another lease, you will need to leave the premises.</li><li>• You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.</li></ul>	



<ul style="list-style-type: none"> <li>• If the landlord offers you another lease, you will have no right to ask the court to fix the rent.</li> </ul>	
<p>It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.</p>	
<p>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.</p>	
<p>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.</p>	
<p><b>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).</b></p>	
<p>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.</p>	

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DATED *29 June* 2012

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**TENANT'S STATUTORY DECLARATION FOR EXCLUSION OF SECTIONS 24-  
28 OF THE LANDLORD AND TENANT ACT 1954**






**TENANT'S STATUTORY DECLARATION FOR EXCLUSION OF SECTIONS 24-28 OF THE LANDLORD AND TENANT ACT 1954**

I, James Philip Lewis-Ogden, of Moorgate House, Clifton Moorgate, York, YO30 4WY do solemnly and sincerely declare that:-

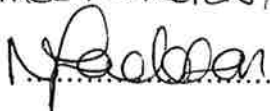
1. Grewelthorpe Village Hall and Community Centre proposes to enter into a tenancy of premises at Grewelthorpe Village Hall, Grewelthorpe, Ripon, North Yorkshire, HG4 3TE for a term commencing on a date to be agreed pursuant to an Agreement for Lease.
2. The tenant proposes to enter into an agreement with The Trustees for Methodist Church Purposes, Ruth Foster and John Wilson 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 below.
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.



.....  
James Philip Lewis-Ogden

DECLARED on this 29<sup>th</sup> day of JUNE 2012

at QUANTITY SURVEYORS BURN & COMPANY,  
ESSEX HOUSE, MILLFIELD LANE,  
NOTHES POPPINGTON, YORK, YO26 6QY

before me  NATALIE ANN JACKSON

A Commissioner for Oaths / Solicitor



**TO:**

Grewelthorpe Village Hall And Community Centre whose registered office is at High Garth, Grewelthorpe, Ripon, North Yorkshire, HG4 3BW.

**FROM:**

The Trustees for Methodist Church Purposes of 1 Central Buildings, Oldham Street, Manchester, Greater Manchester, M1 1JQ.

Ruth Foster of Ripon & Lower Dales Circuit Office, Allhallowgate Methodist Church, Victoria Grove, Ripon, North Yorkshire, HG4 1LG.

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<b>IMPORTANT NOTICE</b>	
<b>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.</b>	
Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.	
<b>If you commit yourself to the lease you will be giving up these important legal rights.</b>	
<ul style="list-style-type: none"><li>• You will have <b>no right</b> to stay in the premises when the lease ends.</li><li>• Unless the landlord chooses to offer you another lease, you will need to leave the premises.</li><li>• You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.</li><li>• If the landlord offers you another lease, you will have no right to ask the court to fix the rent.</li></ul>	
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.	



<p>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.</p>
<p><b>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).</b></p>
<p>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.</p>

