



Registered Charity No. 227480

To All Councillors on the Centre Committee,

You are duly summoned to a Meeting of the Centre Committee to take place on Tuesday 21 February 2023 at Billingshurst Centre at 7pm.

Members of the public are welcome to attend this meeting and speak for a maximum of three minutes about an item on the agenda for this meeting during the Public Session at the discretion of the Chairman.

G.C. Burt
G.C. Burt
Clerk to the Council

15 February 2023

A G E N D A

1. Chairman's Announcements.
2. Apologies for Absence.
3. To Receive Declarations of Interest and Notification of Changes to Members' Interests.
4. Approval of the Minutes of the meeting on 25 January 2023 previously circulated; to confirm and sign the minutes as a correct record.
5. Matters Arising – not separate agenda items.
6. Public Session (Members of the Public may speak for up to 3 minutes at the discretion of the Chairman).
7. To approve payments for January 2023 - Appendix A.
8. To approve Bank Reconciliations Current & Main Reserve Accounts to 31 January 2023 - Appendix B.
9. To approve Bank Reconciliations for 2nd Reserve Accounts to 31 December 2022 - Appendix C.
10. To receive the Manager's Report - Appendix D.
11. To recommend to Centre Trustees that a lease be granted to facilitate the installation of Electric Vehicle Charging (EVC) points in Centre car park - Appendix E.
12. Any other matters for information only.
13. Date of Next Meeting – **Wednesday 29 March 2023**

MEMBERS: PB, KP, SW, SD, CG, PD

Members of the public should be aware that being present at a meeting of the Council or one of its Committees or Sub-Committees will be deemed as the person having given consent to being recorded (photograph, film or audio recording) at the meeting, by any person present.

APPENDIX A

Date: 16/02/2023

Billingshurst Community Centre Current Year

Page 1

Time: 10:17

Natwest Bank Accounts

List of Payments made between 01/01/2023 and 31/01/2023

<u>Date Paid</u>	<u>Payee Name</u>	<u>Reference</u>	<u>Amount Paid</u>	<u>Authorized Ref</u>	<u>Transaction Detail</u>
03/01/2023	Horsham District Council	BACS	114.00		No Domestic Rates 2022/23
04/01/2023	Petty Cash	Cash	50.00		Petty Cash
05/01/2023	Beeches Buffet	CARD	56.16		Catering
05/01/2023	Grenke Leasing Ltd	DD	106.80		Equipment Protection
05/01/2023	Grenke Leasing Ltd	DD/1	204.01		Photocopies fee
06/01/2023	Screwfix	CARD	49.80		Light Bulbs
09/01/2023	Greg Burt	0004030	35.00		Greg Burt
09/01/2023	Squeegee Clean	004026	758.00		Centre and Carpet Clean
09/01/2023	Kreston Reeves LLP	004027	276.00		Payroll Services December 2022
09/01/2023	Billingshurst Parish Council	004029	8,982.67		Insurance Share (yearly)
10/01/2023	ICA Electrical Contractors	004031	780.00		Replace reception lights
11/01/2023	Divine Water Company Ltd	004032	55.13		Purchase Ledger Payment
12/01/2023	Amazon	CARD	20.49		Paid on business card in error
13/01/2023	Beeches Buffet	CARD	156.00		Catering
18/01/2023	Tesco	CARD	65.70		Catering supplies
18/01/2023	Horsham District Council	BACS	35.10		Refuse Collection
19/01/2023	drax	DD	543.66		Electricity
20/01/2023	HMRC	BACS	33.80		PAYE
25/01/2023	Natwest	BACS	664.79		Casual Staff Wages
25/01/2023	Macmillan Cancer rResearch	004033	16.00		Cakes for meeting
25/01/2023	ICA Electrical Contractors	004034	822.00		Replace Lights in WC
26/01/2023	Beeches Buffet	CARD	160.80		Catering
27/01/2023	Beeches Buffet	CARD/1	90.24		Catering
30/01/2023	SEFE Energy	BACS	826.34		Gas Bill
31/01/2023	Natwest	DD	57.76		Bank Charges
Total Payments			<u>14,960.25</u>		

APPENDIX B

Date: 14/02/2023

Billingshurst Community Centre Current Year

Page 1

Time: 12:29

Bank Reconciliation Statement as at 14/02/2023 for Cashbook 1 - Natwest Bank Accounts

User: SARAH

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Natwest Current Account	31/01/2023	263	100.00
Business Reserve Account	30/01/2023	338	94,498.77
			<u>94,598.77</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
09/01/2023 0004030 Greg Burt		35.00	
09/01/2023 004029 Billingshurst Parish Council		8,982.67	
25/01/2023 004033 Macmillan Cancer rResearch		16.00	
25/01/2023 004034 ICA Electrical Contractors		822.00	
			<u>9,855.67</u>
			84,743.10
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			84,743.10
		Balance per Cash Book is :-	84,743.10
		Difference is :-	0.00

APPENDIX C

Date: 14/02/2023

Billingshurst Community Centre Current Year

Page 1

Time: 12:36

Bank Reconciliation Statement as at 14/02/2023
for Cashbook 3 - Natwest 1042

User: SARAH

<u>Bank Statement Account Name (s)</u>	<u>Statement Date</u>	<u>Page No</u>	<u>Balances</u>
Natwest 1042	30/12/2022	53	60,341.15
			<u>60,341.15</u>
<u>Unpresented Cheques (Minus)</u>		<u>Amount</u>	
		0.00	
			<u>0.00</u>
			60,341.15
<u>Receipts not Banked/Cleared (Plus)</u>			
		0.00	
			<u>0.00</u>
			60,341.15
		Balance per Cash Book is :-	60,341.15
		Difference is :-	0.00

APPENDIX D

BILLINGSHURST COMMUNITY & CONFERENCE CENTRE

CENTRE COMMITTEE

21 FEBRUARY 2023

MANAGER'S REPORT

FOR INFORMATION

The Committee will be pleased to learn that I have received notification from ADT that the smoke detectors will be fitted in the loft space on the 22 February; I expect the work will take a few days and it will be reassuring to know we have those extra fire protection measures in place.

We will be changing our booking software over to Rialtas from Avalon this month. Having used the accounts package since 2018, it made sense to go down this route as the software will enable Lesley and I to stop duplicating the entry of invoices; we currently have to raise invoices on Avalon then re-enter them onto Rialtas so they register on the sales ledger. Our date for the changeover is the 28 February.

Further to the Committee's request to look into pricing structures of our direct competition in the area, I can confirm that currently Pulborough Village Hall is the only other large community venue on par with ours. The pricing structure for their 3 rooms has some similarities to ours but I do still think even with the 5% increase, the Centre still offers good value for money and our location on the A29 will always make us a popular choice.

I am interested in overhauling the Centre's website at some stage this year. Compared to other community venue sites it's dated and looks relatively uninteresting. Something sleeker and more eye-catching would help attract new types of business, especially with the planned works in the pipeline.

On that subject, a site meeting was held earlier this week with the architects and contractors and we are just liaising on a start date that will least inconvenience users.

Lastly, the Warm Hub is still drawing a modest turnout with many using it as an opportunity to have a chat and a hot drink. It would seem loneliness rather than keeping warm is drawing people in. Last Friday the fire brigade came along to chat about safety in the home which went down a treat with many of the ladies (& staff) in attendance!!

The Committee is invited to note this report.

APPENDIX E

BILLINGSHURST COMMUNITY & CONFERENCE CENTRE

CENTRE COMMITTEE

21 FEBRUARY 2023

ELECTRIC VEHICLE CHARGING (EVC) POINTS

REPORT BY CLERK

FOR DECISION

The Committee supports the installation of Electric Vehicle Charging (EVC) points in the Centre car park, and has been previously advised that the most convenient way to expedite this is to *tag on* to the West Sussex Chargepoint Network, where the County Council have partnered with district and borough councils to let a concession to Connected Kerb, who install and operate EVCs at no cost to the hosts. (A similar scheme is being looked at for Jubilee Fields Car Park.)

Connected Kerb are willing to install a bank of EVC points in the NE corner of the car park - see attached. They will connect directly to the adjoining Electricity Sub-Station.

Regarding revenue share:

- *The revenue share will be distributed in proportion to the number of chargepoint sockets on each landowner's property, regardless of the performance of the chargepoint on an individual landowner's property.*
- *Or as a calculation:
Total revenue return for the whole network / Number of chargepoint sockets across the network x Number of chargepoint sockets on landowner's property.*
- *Because your return is influenced not only by the chargepoints on your land, but across the whole network, at this stage, it is not possible to estimate the revenue return to partners. The return will depend on the utilisation of chargepoints, number of chargepoints on a partner's land and number of operational chargepoints across the whole network.*
- *Although a small revenue return can be anticipated, the primary benefit of the offer is the zero cost for installation and maintenance.*

However, to protect their significant investment, they require the land to be leased to them - plans of area to be leased to follow.

The Council's solicitor advises that

There is a restriction which states that "No disposition or other dealing by the proprietor of the land completed after 31 December 1990 is to be registered without the consent of the Charity Commission." Accordingly the Council will have to comply with the relevant legislation as set out in my previous email and obtain consent for the registration of the

disposal from the Charity Commission otherwise the tenant will not be able to register the lease. The part of the Charities Act 2022 dealing with charity land is due to come into force sometime in the first half of this year which may alter the statutory process, however I would proceed on the basis of the Charities Act 2011 however as there is no definite date as yet.

The Committee is invited to recommend to the Centre Trustees that a lease be granted to Connected Kerb accordingly, subject to approval from the Charity Commission.

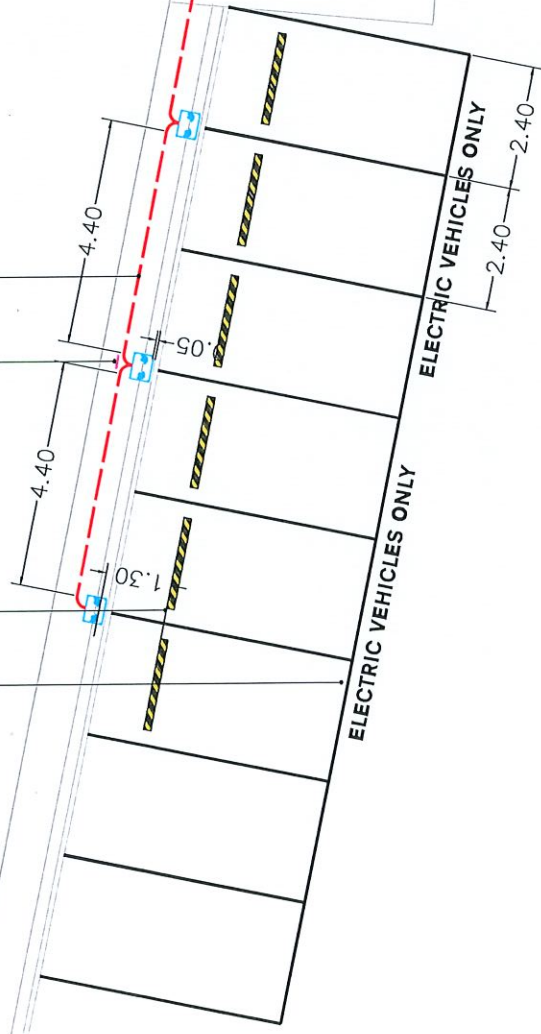


PROPOSED BLACK POWER DUCT AND GREY TX
DUCT (FOR FUTURE TRANSMISSION)

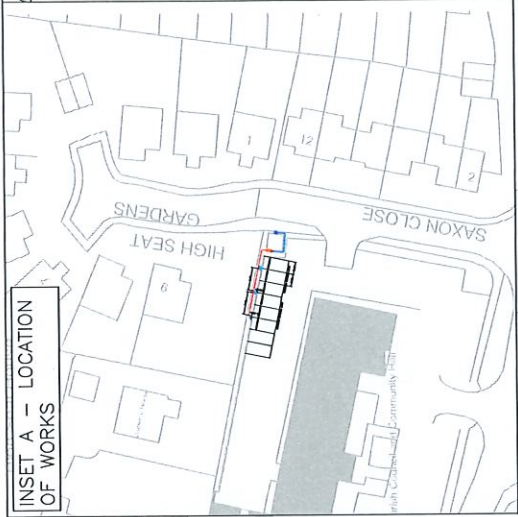
PROPOSED 3000mm x Ø76mm ALUMINUM
SIGN POST (BLACK) C/W FIXING AND
FINISHING KIT (76mm POST CLIP - TWIST IN)
INSTALLED IN CONCRETE ON GRASS VERGE

PROPOSED 6No. WHEEL STOPS TO BE
INSTALLED IN PARKING BAYS

PROPOSED 6No. EV CHARGING BAYS WITH
NEW ROAD MARKINGS, TO BE RESERVED FOR
ELECTRICAL VEHICLES ONLY



INSET A - LOCATION
OF WORKS



NOTES:
EXISTING REC SUPPLY SHOWN INDICATIVELY
ALL SERVICE LOCATIONS SHOWN ON THIS
DRAWING ARE SHOWN INDICATIVELY AND HAVE
NOT BEEN VERIFIED BY THE CONTRACTOR. THE
RELEVANT STATUTORY AUTHORITIES, ALL
BEFORE ANY EXCAVATION TAKES PLACE
THE AREA OF WORK IS TO BE INVESTIGATED
USING CABLE AVOIDING TOOL (CAT) PRIOR TO
ANY WORK ON SITE. ALL SERVICES ARE TO BE
LOCATED BY HAND DIGGING, PROTECTED AND
CLEARLY MARKED. THE CONTRACTOR SHALL BE
RESPONSIBLE FOR ENSURING THAT ALL WORKING
DISTANCE FROM PROPOSED PLUNTHS, ROOTS AND
DUCTS. ANY DAMAGE SUSTAINED SHALL BE
CONTRACTORS RESPONSIBILITY.

KEY:

- PROPOSED EV BAY
- NEW 22MM DUAL GECKO EVCP
- NEW 7MM DUAL GECKO EVCP
- EXISTING 6MM DUAL GECKO EVCP
- PROPOSED PRIVATE POWER CABLE
- PROPOSED DNO POWER CABLE
- PROPOSED DNO NODE BOX
- 1800mm WHEEL STOP
- PROPOSED EV SIGNAGE

Electric vehicle
recharging point
only

0	FIRST ISSUE	BA	29/9/22
REV:	DESCRIPTION:	BT:	DATE:
STATUS:			

CONNECTED KERB

Connected Kerb Ltd
The Tapestry Building
51-52 Frith Street London W1D 4SH

CLIENT:
WEST SUSSEX COUNTY COUNCIL
COUNTY HALL, WEST STREET
CHICHESTER, PO19 1RQ

SITE:	BILLINGHURST PARISH COUNCIL BILLINGHURST, RH14 9QW
TITLE:	EVCP LAYOUT GENERAL ARRANGEMENT
SCALE:	1:100/A3
DATE:	23/6/22
BA:	BS
LT:	LT
DRAWING NO:	WSSC-P2-GA-029
SHEET NO:	29 OF 30
REVISION:	1

PROPOSED INCOMING REC/DNO
SUPPLY ROUTE AND POINT OF
CONNECTION

PROPOSED FEEDER PILLAR ON NEW
ROOT FOUNDATION C/W NEW REC/DNO
SUPPLY AND FUTURE TRANSMISSION

Lease of EV charging point site

DATED

LEASE

relating to

[DESCRIPTION OF THE LAND]

[between/among]

[Party 1]

and

[Party 2]

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LR1. Date of lease

[DATE]

LR2. Title number(s)

LR2.1 Landlord's title number(s)

[INSERT TITLE NUMBER(S) OR LEAVE BLANK IF NONE]

LR2.2 Other title numbers

[TITLE NUMBER(S)] OR [None]

LR3. Parties to this lease

Landlord

[COMPANY NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

Tenant

[COMPANY NAME]

[REGISTERED OFFICE ADDRESS]

[COMPANY REGISTERED NUMBER]

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.

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.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

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] [£ AMOUNT plus VAT of £AMOUNT] [£ AMOUNT inclusive of VAT].

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

The easements as specified in [Clause 3.2](#) of this lease.

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

The easements as specified in [Clause 4](#) of this lease.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

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

[OMIT ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY].]

This lease is dated [DATE]

HM Land Registry

Title number[s]:

Administrative area:

Parties

- (1) [[INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Landlord**)
- (2) [[INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Tenant**)

Agreed terms

1. Interpretation

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

1.1 Definitions:

Above Ground Apparatus: those parts of the Apparatus that are at ground level or above including the Power Pack and Above Ground Cables but excluding the Underground Apparatus.

Above Ground Cables: those cables that run from the Power Pack up into the socket of the Above Ground Apparatus.

[Accessway: the access area shown coloured [COLOUR] brown on the Plan which forms part of the Landlord's Neighbouring Property and provides [pedestrian and/or vehicular]access to the Property.]

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment

of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

e) the commencement of a voluntary winding-up in respect of the Tenant or any 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;

f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;

g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;

h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);

i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or

j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Alternative Site: such alternative space or route, as the case may be, for the Apparatus and/or Charging Station and/or Cables as agreed by the Tenant and the relevant key delivery authority in accordance with clause 19 of the Commercial Contract

Annual Rent: a peppercorn

Apparatus: [insert number] Charging Station(s) to be installed at the Property in position(s) identified by the symbols included in the key to the Plan and as set out in the Risk Assessment and Method Statement.

Break Date: 4 November 2036

Break Notice: written notice to terminate this lease on the Break Date in the form set out in Schedule 3 specifying the relevant Break Date pursuant to the provisions contained in Clause 34.

Cables: wires and cables (excluding the Above Ground Cables) and other equipment that may be required for example feeder pillars, mains board and MCG 48 Plastic DIN Rail fitted enclosure, DNO Provider and Meter Provider for (i) the supply of electricity to the Property and the Apparatus/Charging Station located on the Property to be installed along the Cabling Route as identified in Schedule 4 and as further described in the Risk Assessment and Method Statement and (ii) to be installed pursuant to the Cables Relocation Notice and any equipment lawfully substituted pursuant to the Tenants' rights to upgrade.

Cables Relocation Cost: the reasonable and proper costs to be approved and agreed by the Landlord in advance of payment of the same and up to a maximum of £5,000 (five thousand pounds) including VAT per Cabling Route incurred by the Tenant (i) in (if required by the Landlord) moving the Cables (and associated infrastructure) and making good any damage caused to the Property, the Landlord's Neighbouring Property, any other property and land and/or service media caused by such removal to the reasonable satisfaction of the Landlord acting properly and (ii) in installing the new Cables (including the reasonable and proper cost of the new Cables) and making good any damage caused by such installation to the Property, the Landlord's Neighbouring Property, any other property and land and/or service media to the reasonable satisfaction of the Landlord acting properly

Cables Relocation Notice: a notice given or to be given (as the case may be) by the Landlord under clause 5.2.

Cables Relocation Works: the works to be carried out by the Tenant pursuant to a Cables Relocation Notice to (i) if requested by the Landlord, remove the Cables, and/or (ii) cap off and seal the Cables so that they are left in a safe and useable condition and/or (iii) install the new Cables along the alternative route(s) designated in a Cables Relocation Notice and/or (iv) make good any damage to the Property, the Landlord's Neighbouring Property, Cabling Route and other service media arising as a result of any of the works required to be carried out pursuant to limbs (i), (ii) and (iii) hereof

Cabling Route: the route shown by a line coloured [COLOUR] on the Plan [which passes between the points marked [A] and [B]] over [the Landlord's Neighbouring Property or such other property and land] and to the Property and as described in the Risk Assessment and Method Statement and/or any revised route the subject of a Cables Relocation Notice.

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

Charging Station: active electric vehicle charging station which supplies electric energy for the recharging of plug-in electric vehicles which for the avoidance of doubt shall include the whole unit including all sockets and shall exclude chargepoints used solely to serve electric bikes or scooters.

Completion: completion of the Installation Works enabling the Cables and Apparatus to be used.

Commercial Contract: contract dated 5 November 2021 made between (1) West Sussex County Council (2) Adur District Council (3) Arun District Council (4) Crawley Borough Council (5) Horsham District Council (6) Mid Sussex District Council (7) Worthing Borough Council and (8) Connected Kerb Limited relating to the provision of a network of charge points for electric vehicles across the County of West Sussex (which for the avoidance of doubt shall include any initial 5 year extension of it)

Compensation Costs: the costs (or a proportion thereof) incurred by the Tenant in undertaking the works required to install the Apparatus, Charging Station and/or Cables and the cost of the Apparatus, Charging Station and/or Cables which are (i) agreed and approved by the Landlord prior to payment of the same and (ii) calculated in accordance with the Compensation Costs Formula and (iii) up to a maximum amount of £35,000 (thirty five thousand pounds) including VAT per fast 7kW Charging Station and £50,000 (fifty thousand pounds) including VAT per rapid 50KW Charging Station.

Compensation Costs Formula:

$$IC * (1 + ((RPI2 - RPI1) / RPI1)) * AF$$

Where:

IC = the costs incurred by the Tenant in installing the Charging Station which are itemised in the Table and as are agreed between the Landlord and the Tenant acting reasonably and properly. (For the avoidance of doubt, any cost which does not fall within a head of expenditure itemised in the Table will not form part of the costs incurred by the Tenant in installing the Charging Station).

RPI1 = the value of the RPI at the date the Charging Station is commissioned. (Such date being recorded within the Connected Kerb Back Office System).

RPI2 = the value of the RPI at the date the Charging Station is de-commissioned. (Such date being recorded within the Connected Kerb Back Office System).

AF = the Amortisation Factor *as set out* in the table below:

Relocation Formula		Amortisation Factor									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cost of Installation	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of EVCP	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of DNO	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of TRO	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of Section 50 (if applicable)	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of Relocation		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Cost of Installation	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of EVCP	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of DNO	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of TRO	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of Section 50 (if applicable)	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of Relocation		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

RPI – the Retail Prices Index or any official index replacing it

Table – the table at Schedule 8

Concession Contract Break Date: the date of service of the Concession Contract Break Notice

Concession Contract Break Notice: written notice to terminate this lease with immediate effect pursuant to the provisions contained in clause 35

Contractual Term: a term of years beginning on, and including the date of this lease and ending on, and including 4th November 2041.

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

Determination: the end of the Contractual Term however that occurs

DNO Connection: the connection of the Charging Station to the electricity supply via the distribution network operator

Expert: an independent surveyor:

- who is a Member or Fellow of the Royal Institution of Chartered Surveyors;
- with at least 10 years' post-qualification experience including relevant experience in the subject matter of the dispute; and
- appointed in accordance with clause 32 of this lease

Installation Works: works to be carried out on, over or under the Landlord's Neighbouring Property to install the Cables along the Cabling Route and the works to be carried out on, over and under the Property to install the Apparatus and to reinstate the Landlord's Neighbouring Property the Property and other affected property and/or land as described in the Risk Assessment and Method Statement.

Interference: electrical, electromagnetic, mechanical, operational, or other interference.

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

Landlord's Break Date: a date which is at least 2 months after service of the Landlord's Break Notice

Landlord's Break Notice: written notice to terminate this lease on the Landlord's Break Date in the form set out in Schedule 6 specifying the Landlord's Break Date pursuant to the provisions contained in clause 36

Landlord's Neighbouring Property: means that freehold land (excluding the Property) which is registered under Title Number [insert title number].

LTA 1927: Landlord and Tenant Act 1927

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995

Necessary Consents: all consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the installation, inspection, maintenance, adjustment, alteration, repair, renewal, connection to, replacement, operation, upgrade and removal of the Apparatus and the Cables.

[Permitted Hours: [insert times if applicable].]

Permitted Use: the installation, operation, maintenance and decommissioning of the Apparatus in connection with the provision of supplying electric energy for the recharging of plug-in electric vehicles.

Plan: the plan annexed to this lease (to show the Property, the Accessway, Cabling Route, and the Temporary Storage Area - if required)

Power Pack: the power pack which sits below ground level within the node box and all cables that connect the power pack to the above ground socket.

President: the president for the time being of the Royal Institution of Chartered Surveyors or a person acting on their behalf

Property: the land at [DESCRIPTION OR ADDRESS OF LAND LEASED TO TENANT] shown edged [red] on the Plan and more particularly described in Schedule 1.

Redevelopment Break Date: a date which is at least 2 months after service of the Redevelopment Break Notice

Redevelopment Break Notice: written notice to terminate this lease in the form set out in Schedule 7 specifying the Redevelopment Break Date and served in accordance with Clause 38

Reinstatement Works: the:

- (a) decommissioning and removal of the Above Ground Apparatus and Above Ground Cables; and
- (b) the making good of any damage caused to the Property by capping the node boxes with steel covers, to the reasonable satisfaction of the Landlord; and
- (c) the making good of any damage caused to the Landlord's Neighbouring Property by such decommissioning and removal to the reasonable satisfaction of the Landlord.

For the avoidance of doubt, the Reinstatement Works shall exclude removal of the Underground Apparatus.

Relocation Notice: written notice in which the Landlord states that it requires the relocation/removal of the Apparatus and/or Charging Station and/or Cables in accordance with clause 37

Relocation Costs: the reasonable and proper costs (to be approved and agreed by the Landlord in advance of payment of the same and calculated in accordance with the Relocation Costs Formula to a maximum of £35,000 (thirty five thousand pounds) including VAT per fast 7KW Charging Station and £50,000 (fifty thousand pounds) including VAT per rapid 50 kw Charging Station) incurred by the Tenant (i) (if required by the Landlord) in removing the Cables and/or Charging Station (and associated infrastructure) and making good any damage caused by such removal to the Property, Landlord's Neighbouring Property, any other property and/or land and/or service media to the reasonable satisfaction of the Landlord acting properly, (ii) in installing the new Cables and/or Charging Station (including the reasonable and proper cost of the new Cables and/or Charging Station if beyond economic repair in the opinion of both the Landlord and the Tenant acting reasonably) and making good any damage caused by such installation to the Property, the Landlord's Neighbouring Property, any other property and land and/or service media to the reasonable satisfaction of the Landlord acting properly, and, (iii) in procuring a DNO connection.

Relocation Costs Formula:

$$IC * (1 + ((RPI2 - RPI1) / RPI1)) * AF + RC$$

Where:

IC= the costs incurred by the Tenant in installing the Charging Station but not including the cost of the Charging Station and Cables which are itemised in the Table and as are agreed between the Landlord and the Tenant acting reasonably and properly. (For the avoidance of doubt, any cost which does not fall within a head of expenditure itemised

in the relevant part of the Table will not form part of the costs incurred by the Tenant in installing the Charging Station).

RPI1 = the value of the RPI at the date the Charging Station is commissioned. (Such date being recorded within the Connected Kerb Back Office System).

RPI2 = the value of the RPI at the date the Charging Station is de-commissioned. (Such date being recorded within the Connected Kerb Back Office System).

AF = the Amortisation Factor as set out in the table below:

Relocation Formula		Amortisation Factor									
		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Cost of Installation	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of EVCP	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of DNO	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of TRO	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of Section 50 (if applicable)	plus RPI	99%	99%	95%	92%	88%	83%	78%	72%	66%	59%
Cost of Relocation		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
		Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Cost of Installation	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of EVCP	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of DNO	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of TRO	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of Section 50 (if applicable)	plus RPI	52%	46%	39%	33%	27%	22%	16%	11%	5%	0%
Cost of Relocation		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

RC - the costs incurred by the Tenant in relocating the Charging Station (but not including the cost of the Charging Station and Cables) which are itemised in the Table and as are agreed between the Landlord and the Tenant acting reasonably and properly. (For the avoidance of doubt, any cost which does not fall within a head of expenditure itemised in the relevant part of the Table will not form part of the costs incurred by the Tenant in relocating the Charging Station).

RPI – the Retail Prices Index or any official index replacing it.

Table – the table at Schedule 8

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

Risk Assessment and Method Statement: the risk assessment and written method statement (and accompanying plans) relating to the Installation Works including a programme for carrying out and Completion of such works as set out in Schedule 5 and to be approved by the Landlord.

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media.

[Temporary Storage Area: that part of the Landlord's Neighbouring Property shown coloured [COLOUR] on the Plan and identified in the Risk Assessment and Method Statement.]

Third Party Insurance: fully comprehensive public liability insurance in a sum not less than Ten million pounds (£10,000,000) for each and every claim arising in respect of the installation, erection, presence, use, operation, maintenance, repair, renewal, dismantling and removal of the Apparatus Cables and associated infrastructure with reputable insurers upon such terms as are first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed).

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 register [and [entry **OR** entries] [ENTRY NUMBER(S)] of the charges register] of title number [LANDLORD'S FREEHOLD REGISTERED TITLE NUMBER] **OR** as set out in Schedule 2 [LIST RELEVANT MATTERS AFFECTING UNREGISTERED REVERSION IN THE SCHEDULE]].

Underground Apparatus: those parts of the Apparatus that are below ground level including the Cables but excluding the Power Pack.

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

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term.
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.

- 1.8 References to the consent of the Landlord are to the consent of the Landlord given in accordance with *Clause 41.5* and references to the **approval** of the Landlord are to the approval of the Landlord given in accordance with *Clause 41.6*.
- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.10 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 A reference to **writing** and **written** excludes fax and email.
- 1.16 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.20 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.
- 1.21 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.

2. Grant

- 2.1 The Landlord lets the Property to the Tenant for the Contractual Term.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- (a) the Annual Rent and all VAT in respect of it;
 - (b) all interest payable under this lease; and
 - (c) all other sums due under this lease.

3. Ancillary rights

- 3.1 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property nor any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of the Landlord's Neighbouring Property or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.
- 3.2 The Landlord grants the Tenant the following rights (the **Rights**):
- (a) the right to erect and install the Apparatus on the Property and carry out the Installation Works in accordance with the Risk Assessment and Method Statement;
 - (b) the right to install the Cables within the Landlord's Neighbouring Property and the Property in accordance with the Risk Assessment and Method Statement insofar as necessary and insofar as the Landlord has not done so, however no warranty is given by or is to be implied by the Landlord in connection with the suitability of any Cables installed by the Landlord for the Tenant's use permitted hereunder or otherwise;
 - (c) the right thereafter to use, retain, operate, inspect, maintain, repair (on a like-for-like basis) the Apparatus and Cables;

- (d) the right to upgrade the Apparatus within the Property and Cables along the Cabling Route provided that;
 - (i) any changes as a result of the upgrading to the Apparatus or Cables have no adverse impact or no more than a minimal adverse impact on their appearance; and
 - (ii) the upgrading imposes no additional burden on the Landlord (which includes anything that has an additional adverse effect on the Landlord's Neighbouring Property or that causes additional loss, damage or expense to the Landlord); and
 - (iii) the updated Risk Assessment and Method Statement is approved by the Landlord acting reasonably and properly
- (e) the right, after giving the Landlord at least 30 days' prior notice (except in emergency):
 - (i) for the Tenant and those authorised by it, in common with the Landlord and other persons having the same right, to pass with or without vehicles, plant and equipment over and along the Accessway during the Permitted Hours for the purposes set out in Clause 3.2(a), Clause 3.2(b) a Clause 3.2(c) and Clause 3.2 (d);
 - (ii) to enter the Landlord's Neighbouring Property during the Permitted Hours on such days as are agreed between the parties and only with the Landlord's prior written consent for the purposes set out in Clause 3.2(b), Clause 3.2 (c) and 3.2 (d) so far as they relate to the Cables; and
 - (iii) to enter the Landlord's Neighbouring Property during the Permitted Hours and on such days as are agreed between the parties and only with the Landlord's prior written consent to prune or lop, at the Tenant's own expense, any trees or vegetation that are causing Interference to the Apparatus;
- (f) the right during the installation of the Apparatus and Cables (but not at any other time) to store materials and equipment and to park vehicles on the Temporary Storage Area (which are necessary to facilitate the installation of the Apparatus and Cables) provided always that:
 - (i) such materials and equipment are stored in a safe manner in accordance with all applicable industry standards and health and safety measures
 - (ii) the parking of any such vehicles is done so in a safe manner and which does not interfere with the rights of any other users and

- (iii) the Tenant takes all necessary and reasonable precautions to avoid any Interference with any road, footpath, sewer, drain, watercourse, other services or the Landlord's Neighbouring Property;
 - (g) the right to the free and uninterrupted passage of electricity through the Cables.
 - (h) [the right to use any Service Media that belong to the Landlord and serve the Property, subject to payment of a fair and proper contribution towards the repair and maintenance of the same and subject to payment of all costs associated with such use in accordance with clause 9.1 and clause 9.2 of this lease and provided that the Landlord may at its discretion and at any time re-route or replace any such Service Media pursuant to clause 4.1(c) below and this right shall then apply to the Service Media as re-routed or replaced]
 - (i) [the right to enter onto the Landlord's Neighbouring Property in order to mark a parking bay/parking bay spaces on the immediately adjoining Landlord's Neighbouring Property in such location and in such form as agreed with the Landlord within the Risk Assessment and Method Statement (acting properly) to enable the Property to be used for the Permitted Use.]
- 3.3 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.
- 3.4 When exercising any of the rights granted by this lease, the Tenant shall:
- (a) comply with all laws and obtain all Necessary Consents governing the installation and use of the Apparatus and Cables;
 - (b) carry out and complete all works including but not limited to the Installation Works (i) in a good and workmanlike manner, (ii) in accordance with the CDM Regulations (iii) to the reasonable satisfaction of the Landlord acting properly, (iv) using good quality new materials fit for purpose and (v) within a reasonable time frame having regard to the nature and extent of the works and/or the Installation Works;
 - (c) agree with the Landlord that the Tenant is to be treated as the only client in respect of the Installation Works for the purposes of the CDM Regulations and the parties agree that this clause is such an agreement;
 - (d) comply with all reasonable requirements of the Landlord;
 - (e) not cause any unnecessary damage to the Property and/or the Landlord's Neighbouring Property, and shall immediately make good any damage caused to the Landlord's reasonable satisfaction and pay full compensation to the Landlord in respect of any damage caused that is not made good and any loss caused to the Landlord due to such damage;

- (f) not cause any nuisance, annoyance or disturbance to the Landlord or occupiers of the Landlord's Neighbouring Property;
 - (g) not obstruct the Accessway or any part of the Landlord's Neighbouring Property or deposit any waste, rubbish, soil or other material on any part of the Landlord's Neighbouring Property;
 - (h) not cause any interference with the use of any road, footpath, sewer, drain, watercourse or other services that may be affected by the Installation Works or that the Cabling Route passes over;
 - (i) not overload any Service Media that belongs to the Landlord and serves the Property.
- 3.5 The Tenant shall exercise the Rights in accordance with this lease and only in connection with the Tenant's use of the Property for the Permitted Use but not for any other purpose.
- 3.6 The Tenant shall comply with all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.
- 3.7 Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to remove all entries on the Landlord's title relating to the easements granted by this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly, failing which the Landlord shall act as the Tenant's agent in this connection and deal with any such applications to the Land Registry – the costs of which will be a debt due by the Tenant to the Landlord and payable on demand. The Tenant shall keep the Landlord informed of the progress and completion of its application.

4. Rights excepted and reserved

- 4.1 The following rights are excepted and reserved from this lease to the Landlord (the **Reservations**) 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 provided that they do not materially affect the use and enjoyment of the Property for the Permitted Use:
- (a) the right to use and to connect into Service Media on (but not forming part of) the Property which are in existence at the date of this lease, or which are installed or constructed during the term, for the benefit of the Landlord's Neighbouring Property;

- (b) the right to lay, repair, maintain, renew, inspect, replace or reroute any Service Media, on the Property for the benefit of the Landlord's Neighbouring Property;
- (c) the right to re-route and replace any Service Media referred to in clauses 4.1(a) and 4.1(b) above;
- (d) at any time during the term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
- (e) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;
- (f) the exclusive right to all treasure or archaeological artefacts discovered on the Property;
- (g) the right to extract water from any watercourse on or beneath the surface of the Property;

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

4.3 The Tenant shall allow all those entitled to exercise any of the Reservations to enter the Property to do so at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of 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.

5. Relocation of Cables

5.1 Following receipt of a Cables Relocation Notice, the Tenant must carry out and complete the relevant Cables Relocation Works within 4 weeks of the date of the Cables Relocation Notice to

the reasonable satisfaction of the Landlord and in accordance with any terms or requirements the Landlord has specified in that notice in relation to the carrying out of the Cables Relocation Works .

- 5.2 Subject to clause 5.3 and clause 5.4, the Landlord may from time to time during the term serve a Cables Relocation Notice on the Tenant:
- (a) designating an alternative route or routes for any of the Cables which shall be feasible in the opinion of both the Landlord and the Tenant, acting properly and reasonably; and
 - (b) specifying:
 - (i) the Landlord's reasonable requirements as to the method and manner in which the Tenant must carry out the Cables Relocation Works; and
 - (ii) a reasonable period of not less than four weeks from the date of the Cables Relocation Notice during which the Tenant must carry out and complete the Cables Relocation Works (except in case of emergency where the Landlord may specify that the Tenant must carry out and complete the Cables Relocation Works immediately).
- 5.3 Except in case of emergency, the Landlord may only serve a Cables Relocation Notice if the relocation of the Tenant's Cables to the alternative routes specified in the Cables Relocation Notice is reasonably required to enable the Landlord to:
- (a) sell or otherwise dispose of/transfer the Property, the Landlord's Neighbouring Property and/or other land (or parts thereof) for development and/or redevelopment and/or carry out works for development or redevelopment (either solely or jointly), repair, inspection, maintenance, reinstatement or renewal of the whole or any part or parts of the Property, the Landlord's Neighbouring Property and/or other land;
 - (b) comply with all laws;
 - (c) improve the arrangement of plant, equipment or other items on the Landlord's Neighbouring Property
 - (d) comply with any obligation owed by the Landlord to any tenant or occupier of the Landlord's Neighbouring Property
- 5.4 The Landlord must use reasonable endeavours to ensure that the alternative location(s) and routes specified in the Cables Relocation Notice are not materially less convenient for the Tenant.
- 5.5 If the Tenant has completed the Cable Relocation Works in accordance with the Landlord's requirements specified in the Cables Relocation Notice and the obligations

contained in this clause 5 the Landlord shall pay the Cables Relocation Cost to the Tenant within 20 working days of written demand. For the avoidance of doubt the Landlord shall not be liable or responsible for paying to the Tenant any other financial compensation or payment otherwise than the Cables Relocation Cost including but not limited to any loss of profits or business opportunity, breach of the Commercial Contract or breach of agreement between the Tenant and any third party caused as a result of the disruption, downtime and/or moving of the Apparatus, Charging Station and Cables (where relevant) and/or any ancillary equipment.

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 Rights.
- 6.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third Party Rights to enter the Property in accordance with its terms.

7. Annual Rent

- 7.1 The Tenant shall pay the Annual Rent in advance on or before each anniversary of the date of this lease.
- 7.2 Payments of Annual Rent shall be made by any method that the Landlord reasonably requires at any time by giving notice to the Tenant.

8. Rates and Taxes

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property the Apparatus and the Cables, its use and any works carried out there, except:
 - (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.
- 8.2 If any rates, taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion (to be determined by the Landlord acting properly) of the amount payable.
- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list.

- 8.4 If the Property becomes separately assessed for business rates during the term, the Tenant shall be responsible for paying those business rates directly to the relevant charging authority.
- 8.5 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

- 9.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, telecommunications, data and other services and utilities to or from the Property and/or the Apparatus.
- 9.2 If any of those costs are payable in relation to the Property together with other property, the Tenant shall pay a fair proportion (to be determined by the Landlord acting properly) of all those costs.
- 9.3 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. Common items

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion (to be determined by the Landlord acting properly) of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of the Accessway and all Service Media, structures and other items used or capable of being used by the Property in common with other land.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of the Property, the Landlord's Neighbouring Property, the Accessway and any of those Service Media, structures or other items.

11. Insurance

- 11.1 Prior to bringing the Apparatus and any Cables onto the Accessway [the Temporary Storage Area] and the Property and the Cabling Route, and until the Apparatus and Cables, as the case may be are removed from the Property, [the Temporary Storage Area] and the Cabling Route and the Accessway, the Tenant shall take out and maintain the Third Party Insurance and the Tenant shall ensure that:
- (a) a copy of this lease has been produced to and acknowledged by the insurer;
 - (b) the interest of the Landlord has been noted on the policy;
 - (c) all current premiums are paid and up to date;

- (d) the Tenant complies in all respects with the terms of such insurance and does not allow the Third Party Insurance to lapse; and
 - (e) satisfactory evidence is produced to the Landlord (when reasonably requested) that the Third Party Insurance is valid and subsisting and that all premiums due have been properly paid.
- 11.2 The parties acknowledge that the Landlord shall not maintain insurance in relation to the Apparatus or the Cables and that the erection, presence, use, maintenance, dismantling and removal of the Apparatus and the Cables as the case may be are at the entire risk of the Tenant and the Landlord shall have no liability in relation to the same.
- 11.3 The Tenant shall not do or omit anything as a result of which any Landlord's policy of insurance of the Property or the Landlord's Neighbouring Property including but not limited to any buildings insurance, employer's insurance or public liability insurance may become void or voidable or otherwise prejudiced, or the payment of any policy money may be withheld, nor anything as a result of which any increased or additional insurance premium may become payable.

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 on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period 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 any of the following:
- (a) the enforcement of the tenant covenants of this lease;
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (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. Compensating on vacating

- 15.1 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. Set off

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

17. Registration of this lease

- 17.1 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.
- 17.2 The Tenant shall not:
- (a) apply to HM Land Registry to designate this lease as an exempt information document;
 - (b) object to an application by the Landlord to HM Land Registry to designate this lease as an exempt information document; or
 - (c) apply for an official copy of any exempt information document version of this lease.

18. Prohibition of other dealings

- 18.1 Except as expressly permitted by clause 19, the Tenant shall not:
- (a) assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or any part thereof; or
 - (b) assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
 - (c) 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).

19. Assignment

- 19.1 The Tenant may assign the whole of this lease, simultaneously with an assignment of the Commercial Contract (where permitted by and in accordance with the terms of the Commercial Contract), with the consent of the Landlord, such consent not to be unreasonably withheld.
- 19.2 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may give its consent to an assignment subject to all or any of the following conditions:
- (a) a condition that the assignor enters into an authorised guarantee agreement in favour of the Landlord which:
 - (i) is in respect of all the tenant covenants of this lease;

- (ii) is in respect of the period beginning with the date the assignee becomes bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the LTCA 1995;
 - (iii) imposes principal debtor liability on the assignor;
 - (iv) requires (in the event of a disclaimer of this lease) the assignor to enter into a new tenancy for a term equal to the unexpired residue of the Contractual Term; and
 - (v) is otherwise in a form reasonably required by the Landlord;
- (b) a condition that any guarantor of the assignor (other than a guarantor under an authorised guarantee agreement) enters into a guarantee in favour of the Landlord in a form reasonably required by the Landlord guaranteeing that the assignor will comply with the terms of the authorised guarantee agreement;
 - (c) a condition that a person of standing acceptable to the Landlord (acting reasonably) enters into a guarantee and indemnity of the tenant covenants of this lease in favour of the Landlord in a form reasonably required by the Landlord);
 - (d) a condition that, if required, the assignor procures, in favour of the assignee, a novation (on terms acceptable to the assignee) of any associated required electricity grid connection agreement made between the assignor and the relevant grid connection company. For the avoidance of doubt, the assignment and the novation of the grid connection agreement are to take place simultaneously; or
 - (e) a condition that the assignment is to an entity deemed appropriate and suitable by the Landlord to provide the Services as defined in the Commercial Contract.

19.3 The Landlord and the Tenant agree that, for the purposes of section 19(1A) of the LTA 1927, the Landlord may refuse its consent to an assignment if any of the following circumstances exist:

- (a) the Annual Rent or any other sum due under this lease or the Commercial Contract (where that other sum is not the subject of a genuine dispute with the Landlord) is outstanding;
- (b) there is a material breach of covenant by the Tenant that has not been remedied;
- (c) in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease and/or the Commercial Contract and/or the assignee is not satisfactory to the Landlord and/or of equal standing in terms of providing the Services as defined in the Commercial Contract; or
- (d) the assignor has failed to procure a simultaneous novation of the grid connection agreement pursuant to clause 19.2(d) hereof.

- 19.4 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.

20. Closure of the Registered Title of this Lease

- 20.1 Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by 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. If the Tenant fails to make such an application within one month after the end of the Contractual Term, the Tenant authorises the Landlord to act as its agent and the Landlord may do so and may recover its costs of doing so from the Tenant.

21. Repairs

- 21.1 The Tenant shall keep:
- (a) the Property clean, tidy and free of vegetation and in good and substantial repair and condition; and
 - (b) the Apparatus and Cables in good and substantial repair and condition and in a safe and secure condition and in good working order.

22. Alterations

- 22.1 The Tenant shall not damage the Property.
- 22.2 The Tenant shall not alter the route of any Service Media at the Property.
- 22.3 The Tenant shall not make any alteration or addition to the Property, Cables or to the Cabling Route or install or erect any further equipment in addition to the Apparatus on the Property or the Cables on the Cabling Route without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed. For the avoidance of doubt, any additional Apparatus or Cables to be erected on the Property or the Cabling Route shall be erected within the demise of the Property or Cabling Route.
- 22.4 [If required to do so by the Landlord, the Tenant shall as soon as reasonably practicable paint and thereafter maintain a painted parking bay/parking bay spaces on the immediately adjoining Landlord's Neighbouring Property in such location and in such form as agreed with the Landlord (both parties acting properly) to enable the Property to be used for the Permitted Use.]

23. Signs

- 23.1 The Tenant shall not display any sign, fascia, placard, board, poster or advertisement on the Property other than reasonable safety notices or signs required by law or reasonably required to enable the Property to be used for the Permitted Use or advertising permitted by the Commercial Contract and approved by the Landlord.

24. Returning the property to the Landlord

- 24.1 At the end of the term (however it ends), if required by the Landlord, the Tenant shall, at its own cost, carry out the Reinstatement Works to the reasonable satisfaction of the Landlord.
- 24.2 In the event that the Landlord does not request that the Reinstatement Works are carried out by the Tenant at the end of the term in accordance with clause 24.1, the Tenant shall leave the Apparatus and Cables at the Property and following the end of the term (however it ends) of this lease the Apparatus and Cables shall belong to the Landlord absolutely and the Landlord shall not be required or liable to pay to the Tenant any compensation or other financial payment for the Apparatus and Cables. The Tenant shall leave the Apparatus and Cables in good and substantial repair and condition and shall ensure that any disconnection of the Apparatus and Cables from the Apparatus is carried out properly and safely and that the Apparatus and Cables are suitably sealed off or capped and left in a safe condition so as (i) not to interfere with the continued functioning of any Cables or other equipment located on the Landlord's Neighbouring Property or other land and (ii) to enable and facilitate immediate use of the Apparatus and Cables for the provision of the Services (as defined in the Commercial Contract) or otherwise.
- 24.3 At the end of the term (however it ends) only the Tenant shall return the Property to the Landlord in good repair and condition and otherwise in the condition required by this lease.
- 24.4 If the Tenant does not comply with its obligations in this clause then, without prejudice to any other right or remedy of the Landlord, the Landlord may carry out any works required by this clause and the costs incurred by the Landlord in carrying out any such works (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord payable on demand.
- 24.5 Unless otherwise requested not to do so by the Landlord, prior to the Determination of this Lease the Tenant shall contact the local distribution network operator (for the provision of electricity) to request the novation to the Landlord (or successor to the Tenant, as the Landlord may direct) of any associated grid connection agreement made between the local distribution network operator and the Tenant and the Tenant shall procure the novation of the said grid connection agreement made between the Tenant and the local distribution network operator to the Landlord (or successor to the Tenant as the Landlord may direct) on terms acceptable to the Landlord (or successor to the Tenant as the case may be so) that such novation is in place by and coincides with the Determination of this lease. The Tenant shall keep the Landlord regularly updated as to the progress of any novation and confirm to the Landlord the reason for any delay in the novation of any grid connection agreement. For the avoidance of doubt this obligation continues after Determination of this Lease.

25. Use

- 25.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 25.2 At all times, the Tenant shall ensure that the Apparatus and the Cables comply with, and is operated in accordance with, the guidelines issued from time to time by any relevant body.
- 25.3 The Tenant shall not:
- (a) use the Property for any purpose or in any manner that is illegal, hazardous or dangerous, or would cause loss, damage, injury, nuisance or inconvenience to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
 - (b) do anything to or on the Property that invalidates or may invalidate, in whole or in part, any insurance effected by the Landlord in respect of the Property or the Landlord's Neighbouring Property;
 - (c) permit any trespass on the Property;
 - (d) obstruct any public road, footpath, parking bay, right of way or the Accessway or any means of access to the Property or any part of the Landlord's Neighbouring Property;
 - (e) without the Landlord's prior written approval in accordance with clause 3.2(e)(iii), cut, lop, fell or remove any trees or hedges on the Property and/or the Landlord's Neighbouring Property.

26. Interference with other equipment

- 26.1 If the Landlord is able to demonstrate to the reasonable satisfaction of the Tenant that the Apparatus and/or Cables is causing Interference with the operation of other equipment now or at any time after the date of this lease installed on the Landlord's Neighbouring Property the Tenant shall immediately switch off the Apparatus and not switch it on again until the Interference has been cured.

27. Actionable nuisance

- 27.1 Notwithstanding Clause 25.3 if the use, retention or operation of the Apparatus on the Property is causing an actionable nuisance (as determined by the Landlord acting reasonably), the Tenant shall immediately switch off the Apparatus and not switch it on again until such nuisance has been cured to the Landlord's satisfaction (acting reasonably).

28. Compliance with laws

- 28.1 The Tenant shall comply with all laws relating to:
- (a) the Property and the occupation and use of the Property by the Tenant;
 - (b) the installation and use of the Apparatus and the Cables;
 - (c) the use of all Service Media and machinery and equipment at or serving the Property;
 - (d) any works carried out at the Property; and
 - (e) all materials kept at or disposed of from the Property.
- 28.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 28.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
- (a) send a copy of the relevant document to the Landlord; and
 - (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 28.4 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.
- 28.5 The Tenant shall comply with its obligations under the CDM Regulations, including all requirements in relation to the provision and maintenance of a health and safety file. The Tenant shall maintain the health and safety file for the Property in accordance with the CDM Regulations and shall give it to the Landlord at the end of the term.
- 28.6 The Tenant shall supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 28.7 As soon as the Tenant becomes aware of any defect in the Property, it shall give the Landlord notice of it. The Tenant shall indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

29. Encroachment, obstructions and acquisition of rights

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

- 29.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 29.3 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 29.4 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

30. Breach of repair and maintenance obligation

- 30.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 30.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.
- 30.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 30.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the Landlord's other rights, including those under [Clause 39](#).

31. Indemnity

The Tenant shall indemnify the Landlord and keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property and any damage, injury or harm caused to any third

party and/or their property) suffered or incurred by the Landlord arising out of or in connection with:

- (a) the operation of the Apparatus and Cables for the Permitted Use;
- (b) use of the Property in connection with the Permitted Use;
- (c) any breach of any tenant covenants in this lease; or
- (d) any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

32. Dispute Resolution

- 32.1 In the event of a dispute between the Landlord and the Tenant in relation to any term of this lease, either party may refer the matter for determination by the Expert in accordance with this clause 32.
- 32.2 The Landlord and Tenant shall agree on the appointment of an Expert and shall agree with the Expert the terms of their appointment.
- 32.3 If the Landlord and Tenant are unable to agree on an Expert or the terms of their appointment within 20 working days of either party serving details of a suggested expert on the other, either party shall then be entitled to request the President to appoint an Expert and agree with the Expert the terms of appointment.
- 32.4 The Expert shall be required to prepare a written decision including reasons and give notice (including a copy) of the decision to the parties within a maximum of 20 working days of the matter being referred to the Expert.
- 32.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause, then:
 - (a) either party may apply to the President to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - (b) this clause 32 shall apply to the new Expert as if they were the first Expert appointed.
- 32.6 The parties are entitled to make submissions to the Expert including oral submissions and must provide (or procure that others provide) the Expert with such assistance and documents as the Expert reasonably requires for the purpose of reaching a decision.
- 32.7 The Expert shall act as an expert and not as an arbitrator. The Expert shall determine the matter referred to the Expert under this lease. The Expert's written decision on the matters referred to them shall be final and binding on the parties in the absence of manifest error or fraud.

- 32.8 The Landlord and Tenant must bear their own costs in relation to the reference to the Expert.
- 32.9 The Landlord and Tenant must bear the Expert's fees and any costs properly incurred by them in arriving at their determination (including any fees and costs of any advisers appointed by the Expert) equally or in such other proportions as the Expert shall direct.
- 32.10 If either the Landlord or the Tenant does not pay its part of the Expert's fees and expenses within ten working days of demand by the Expert, then:
- (a) the other party may pay instead; and
 - (b) the amount so paid shall be a debt of the party that should have paid and shall be due and payable on demand to the party that made the payment pursuant to clause 32.10 (a).
- 32.11 The Landlord and Tenant must act reasonably and co-operate to give effect to the provisions of this paragraph and otherwise do nothing to hinder or prevent the Expert from reaching their determination.

33. Landlord's covenant for quiet enjoyment

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

34. Break Clause

- 34.1 The Landlord may terminate this lease by serving a Break Notice on the Tenant at least two (2) months before the Break Date.
- 34.2 Following service of a Break Notice, this lease shall terminate on the Break Date.
- 34.3 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.
- 34.4 The Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery/registered post to the Tenant at the Tenant's registered office address or to the Tenant's address noted at clause LR3 of this lease.
- 34.5 The Break Notice shall be deemed to have been served on the Tenant (i) if delivered by hand, on the day of delivery and/or (ii) if sent by pre-paid first class post or recorded delivery/registered post on the second working day after posting it (for the avoidance of doubt, not including the date of posting itself).
- 34.6 For the avoidance of doubt, in the event that this lease is terminated by the Landlord in accordance with this clause 34, no financial compensation (or

otherwise) or other payments shall be payable to the Tenant in respect of termination of the lease and the Tenant shall comply with its obligations contained in clause 24 (Returning the Property to the Landlord)

35. Termination if the Commercial Contract terminates

- 35.1 If the Commercial Contract is forfeited, disclaimed or otherwise ends before the expiry of its contractual term, then either the Landlord or the Tenant may terminate this lease by serving a Concession Contract Break Notice on the other party at any time.
- 35.2 Following service of a Concession Contract Break Notice this lease shall terminate with immediate effect on the Concession Contract Break Date.
- 35.3 Termination of this lease on the Concession Contract Break Date shall not affect any other right or remedy that either party may have in relation to an earlier breach of this lease.
- 35.4 The Concession Contract Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery/registered post to the Tenant at the Tenant's registered office address or to the Tenant's address noted at clause LR3 of this lease.
- 35.5 The Concession Contract Break Notice shall be deemed to have been served on the Tenant (i) if delivered by hand, on the day of delivery and/or (ii) if sent by pre-paid first class post or recorded delivery/registered post on the second working day after posting it (for the avoidance of doubt, not including the date of posting itself).
- 35.6 For the avoidance of doubt, in the event that this lease is terminated in accordance with this clause 35, no (financial) compensation (or otherwise) or other payments shall be payable to the Tenant in respect of termination of the lease and the Tenant shall comply with its obligations contained in clause 24 (Returning the Property to the Landlord).

36. Landlord's Break Clause

- 36.1 The Landlord may terminate this lease by serving a Landlord's Break Notice on the Tenant at any time on or after 2 months before 10th anniversary of lease.
- 36.2 Following service of a Landlord's Break Notice, this lease shall terminate on the Landlord's Break Date.

- 36.3 Termination of this lease on the Landlord's Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.
- 36.4 The Landlord's Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery/registered post to the Tenant at the Tenant's registered office address or address of the Tenant provided in clause LR3 hereof.
- 36.5 A Landlord's Break Notice shall be deemed to have been served on the Tenant (i) if delivered by hand, on the day of delivery, or (ii) if sent by pre-paid first class post or recorded delivery/registered post, on the second working day after posting it (for the avoidance of doubt not including the date of posting itself).
- 36.6 For the avoidance of doubt, in the event that this lease is terminated by the Landlord in accordance with the provisions contained in this clause 36, no (financial) compensation (or otherwise) or other payments shall be payable to the Tenant in respect of termination of the lease and the Tenant shall comply with its obligations contained in clause 24 (Returning the Property to the Landlord).

37. Relocation of Charging Stations

- 37.1 At any time during the Contractual Term, the Landlord may serve a Relocation Notice on the Tenant:
- (a) if it wishes either to develop or redevelop (either jointly or solely) or to carry out works of redevelopment or development of the Property and/or the Landlord's Neighbouring Property, or other land or part(s) thereof and/or
 - (b) to comply with all laws, and/or
 - (c) to comply with any obligation owed by the Landlord to any tenant or occupier of the Landlord's Neighbouring Property and/or
 - (d) if it wishes to sell or otherwise transfer the Property and/or the Landlord's Neighbouring Property, or other land, or part(s) thereof for redevelopment or development.
- 37.2 On receipt of a Relocation Notice the Tenant shall comply with the obligations contained in clause 19 of the Commercial Contract with regards to the relocation of the Apparatus, Charging Station and (where relevant) Cables.

37.3 If the Tenant (acting reasonably and properly) agrees to relocate the Apparatus, Charging Station and Cables (where relevant) and any associated equipment in accordance with clause 19 of the Commercial Contract the Tenant shall within 20 working days of the completion of a new lease of the Alternative Site:

- (a) remove the Apparatus and/or Charging Station from the Property, making good any damage caused to the Property, the Accessway, the Landlord's Neighbouring Property or other property and land by that removal to the reasonable satisfaction of the Landlord;
- (b) if required by the Landlord, remove the Cables making good any damage caused to the Property, the Accessway, the Landlord's Neighbouring Property or other property and land and service media by that removal to the reasonable satisfaction of the Landlord. If the Landlord does not require the removal of the Cables, the Tenant shall ensure that any disconnection of the Cables from the Apparatus and/or Charging Station is carried out properly and safely and that the Cables are suitably sealed off or capped and left in a safe condition so as not to interfere with the continued functioning of the Cables, Service Media or other equipment located on the Property, the Landlord's Neighbouring Property or other property and land. For the avoidance of doubt, if the Landlord does not require the Cables to be removed, they will belong to the Landlord and the Landlord shall not be required or liable to pay to the Tenant any compensation or other financial payment for the Cables, except as provided for in the Relocation Costs; and
- (c) complete a deed of surrender of this lease, such deed to be in a form reasonably required by the Landlord.

37.4 If the Tenant does not comply with its obligations in this clause then, without prejudice to any other right or remedy of the Landlord, the Landlord may carry out any works required by this clause and the costs incurred by the Landlord in carrying out any such works (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord on demand.

37.5 In the event that this lease is surrendered in accordance with clause 37.3 and the Tenant has entered into a new lease of the Alternative Site in accordance with clause 19 of the Commercial Contract and the Tenant has complied with its obligations in clause 37.3 of this lease (and completed all works required to relocate the Apparatus, Charging Station and where relevant the Cables to the reasonable satisfaction of the Landlord acting properly) to the reasonable satisfaction of the Landlord acting properly, the Landlord shall pay to the

Tenant the Relocation Costs within 20 working days of receipt by the Landlord of written receipts and invoices from the Tenant confirming the Relocation Costs. For the avoidance of doubt, the Landlord shall not be liable or responsible for paying to the Tenant any other financial compensation or payment or otherwise other than the Relocation Costs including but not limited to any loss of profits or business opportunity, breach of the Commercial Contract or breach of agreement between the Tenant and any third party caused as a result of the disruption, downtime and/or moving of the Apparatus Charging Station and Cables (where relevant) and/or any ancillary equipment and/or the surrender of this lease and/or the grant of a new lease of the Alternative Site except as included in the definition of Relocation Costs.

38. Redevelopment Break Clause

- 38.1 If the Landlord and the Tenant (acting reasonably and properly) are unable to agree an Alternative Site pursuant to the provisions of clause 37 and clause 19 of the Commercial Contract within 2 months of the date of the Relocation Notice or if an Alternative Site is not available under the terms of clause 19 of the Commercial Contract then the Landlord may terminate this lease by serving a Redevelopment Break Notice on the Tenant at any time.
- 38.2 Following service of a Redevelopment Break Notice this lease shall terminate on the Redevelopment Break Date.
- 38.3 A Redevelopment Break Notice shall be served by delivering it by hand or sending it by pre-paid first class post or recorded delivery/registered post to the Tenant at the Tenant's registered office address or the Tenant's address in clause LR3.
- 38.4 A Redevelopment Break Notice shall be deemed to have been served on the Tenant (i) if delivered by hand, on the day of delivery, and/or (ii) if sent by pre-paid first class post or recorded delivery/registered post on the second working day after posting it (for the avoidance of doubt, not including the date of posting itself).
- 38.5 In the event that this lease is terminated in accordance with clause 38.2 the Landlord shall pay to the Tenant the Compensation Costs within 20 working days of receipt by the Landlord of written receipts and invoices from the Tenant confirming the Compensation Costs (and for the avoidance of doubt no other (financial) compensation (or otherwise) will be payable) provided

that the Tenant has complied with the Tenant covenants contained in this lease, and the Commercial Contract including but not limited to the obligations with regards to returning the Property to the Landlord (clause 24).

- 38.6 Termination of this lease on the Redevelopment Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

39. Re-entry and forfeiture

- 39.1 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;
 - (b) any breach of any condition or tenant covenant of this lease; or
 - (c) an Act of Insolvency.
- 39.2 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. Any right or remedy of the Landlord in respect of any breach of the terms of this lease by the Tenant will remain in force.

40. Entire agreement

- 40.1 This lease and the Commercial Contract and the documents attached to them constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 40.2 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.
- 40.3 Nothing in this clause shall limit or exclude any liability for fraud.

41. Notices, consents and approvals

- 41.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:
- (a) in writing and for the purposes of this clause an email is not in writing; and
 - (b) 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.

41.2 If a notice complies with the criteria in clause 41.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

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

41.3 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.

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

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

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

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

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

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

41.7 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

42. Rights of third parties

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

43. Governing law

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

44. Jurisdiction

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

45. Local Authority Landlord's capacity and powers

- 45.1 The Landlord enters into this lease solely in its capacity as a landowner in respect of the Property and not in any other capacity. Nothing in this lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

46. Ownership of apparatus

- 46.1 The Apparatus shall remain the absolute property of the Tenant at all times.

47. Exclusion of sections 24 to 28 of the LTA 1954

- 47.1 [The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, [not less than 14 days] before this lease or [DETAILS OF Commercial Contract]] was entered into [a certified copy of which notice is annexed to this lease];
- (b) [the Tenant **OR** [NAME OF DECLARANT] who was duly authorised by the Tenant to do so] made a statutory declaration dated [DATE] in accordance with the requirements of section 38A(3)(b) of the LTA 1954 [a certified copy of which statutory declaration is annexed to this lease]]

- 47.2 The parties confirm that:

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

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

47.3 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.

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

Schedule 1 Property

Schedule 2 [Third party rights]

Details	Date	Document	Parties
[ALL MATTERS AFFECTING THE PROPERTY]			

[This Schedule has been left deliberately blank]

Schedule 3 Break Notice

To: [INSERT NAME OF TENANT] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Tenant)

From: [INSERT NAME OF LANDLORD] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Landlord)

Premises: [INSERT DETAILS OF PREMISES] as demised by the lease dated [INSERT DATE OF LEASE] made between [INSERT PARTIES TO THE LEASE] (Lease)

I/WE, [[INSERT NAME OF LANDLORD] OR [INSERT NAME AND ADDRESS OF SOLICITORS SERVING NOTICE ON BEHALF OF THE LANDLORD] for and on behalf of the Landlord] GIVE YOU NOTICE that I/we/the Landlord will terminate the term of the Lease on [INSERT BREAK DATE] in accordance with clause [INSERT NUMBER OF THE BREAK CLAUSE IN THE LEASE] of the Lease so that the Lease will determine on that date, which is the Break Date for the purposes of that clause.

SIGNED:

[[NAME OF LANDLORD] OR [NAME OF SOLICITORS], solicitors for an on behalf of [LANDLORD]

DATED:

NB :The notice should be served in duplicate and the tenant asked to sign and return the duplicate as acknowledgment of receipt

Schedule 4 Description of Cabling and associated equipment

[technical description]

Schedule 5 Risk Assessment and Method Statement

(To provide details of the Installation Works and a detailed description of the Cabling Route)

Schedule 6 Landlord's Break Notice

To: [INSERT NAME OF TENANT] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Tenant)

From: [INSERT NAME OF LANDLORD] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Landlord)

Premises: [INSERT DETAILS OF PREMISES] as demised by the lease dated [INSERT DATE OF LEASE] made between [INSERT PARTIES TO THE LEASE] (Lease)

I/WE, [[INSERT NAME OF LANDLORD] OR [INSERT NAME AND ADDRESS OF SOLICITORS SERVING NOTICE ON BEHALF OF THE LANDLORD] for and on behalf of the Landlord] GIVE YOU NOTICE that I/we/the Landlord will terminate the term of the Lease on [INSERT BREAK DATE] in accordance with clause [INSERT NUMBER OF THE BREAK CLAUSE IN THE LEASE] of the Lease so that the Lease will determine on that date, which is the Landlord's Break Date for the purposes of that clause.

SIGNED:

[[NAME OF LANDLORD] OR [NAME OF SOLICITORS], solicitors for an on behalf of [LANDLORD]

DATED:

NB :The notice should be served in duplicate and the tenant asked to sign and return the duplicate as acknowledgment of receipt

Schedule 7 Redevelopment Break Notice

To: [INSERT NAME OF TENANT] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Tenant)

From: [INSERT NAME OF LANDLORD] of [INSERT ADDRESS OR REGISTERED OFFICE DETAILS AS APPROPRIATE] (Landlord)

Premises: [INSERT DETAILS OF PREMISES] as demised by the lease dated [INSERT DATE OF LEASE] made between [INSERT PARTIES TO THE LEASE] (Lease)

I/WE, [[INSERT NAME OF LANDLORD] OR [INSERT NAME AND ADDRESS OF SOLICITORS SERVING NOTICE ON BEHALF OF THE LANDLORD] for and on behalf of the Landlord] GIVE YOU NOTICE that I/we/the Landlord will terminate the term of the Lease on [INSERT BREAK DATE] in accordance with clause [INSERT NUMBER OF THE BREAK CLAUSE IN THE LEASE] of the Lease so that the Lease will determine on that date, which is the Redevelopment Break Date for the purposes of that clause.

SIGNED:

[[NAME OF LANDLORD] OR [NAME OF SOLICITORS], solicitors for an on behalf of [LANDLORD]

DATED:

NB :The notice should be served in duplicate and the tenant asked to sign and return the duplicate as acknowledgment of receipt

Schedule 8 Installation and Relocation Costs Table

Insert attestation for
Landlord

Signed as a deed by [NAME
OF TENANT] in the presence
of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND
OCCUPATION] OF
WITNESS]

OR

Executed as a deed by
[NAME OF TENANT]

acting by [NAME
OF FIRST DIRECTOR], a
director and [NAME OF
SECOND
DIRECTOR/SECRETARY], [a
director OR its secretary]

OR

Executed as a deed by
[NAME OF TENANT]

acting by [NAME
OF DIRECTOR] a director, in
the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND
OCCUPATION] OF
WITNESS]

.....

[SIGNATURE OF Tenant]

.....

[SIGNATURE OF FIRST
DIRECTOR]

Director

.....

[SIGNATURE OF SECOND
DIRECTOR OR SECRETARY]

[Director OR Secretary]

.....

[SIGNATURE OF DIRECTOR]

Director

