# Dated 2021

**THE LANDLORD** **(1)**

**AND**

**THE TENANT (2)**

LEASE

# relating to Electric charging points at The Landlord

# address

Term: 7 years Commencing:

Expiring:

1954 Contracted Out: Y

Initial Rent: £1 or if higher 50% of Operating Profit per annum Rent Review: Not applicable

# TABLE OF CONTENTS

1. [Definitions and Interpretation 4](#_TOC_250024)
2. [Demise and Rent 8](#_TOC_250023)
3. [Tenant’s Covenants 9](#_TOC_250022)
4. [Landlord’s Covenants 9](#_TOC_250021)
5. [Forfeiture 9](#_TOC_250020)
6. [Miscellaneous 10](#_TOC_250019)
7. [Proper law 11](#_TOC_250018)
8. [Execution 11](#_TOC_250017)
9. [Notices, Consents and Approvals 11](#_TOC_250016)
10. [Exclusion of Sections 24-28 Landlord and Tenant Act 1954 12](#_TOC_250015)
11. [BREAK OPTION 12](#_TOC_250014)
12. [OWNERSHIP OF EQUIPMENT 13](#_TOC_250013)
13. [FORCE MAJEURE 13](#_TOC_250012)
14. [ENTIRE AGREEMENT 13](#_TOC_250011)

[Schedule 1 The Property 14](#_TOC_250010)

[Schedule 2 Rights granted 15](#_TOC_250009)

[Schedule 3 Exceptions and Reservations/Title Matters 17](#_TOC_250008)

[Part 1 Exceptions and Reservations 17](#_TOC_250007)

[Part 2 Title Matters 18](#_TOC_250006)

[Schedule 4 Insurance 19](#_TOC_250005)

[Schedule 5 Tenant’s covenants 21](#_TOC_250004)

[Schedule 6 Landlord’s covenantS 35](#_TOC_250003)

[Schedule 7 Site Preparation Works 36](#_TOC_250002)

[Schedule 8 Equipment 37](#_TOC_250001)

[Schedule 9 - Annual Rent 38](#_TOC_250000)

# PRESCRIBED CLAUSES

|  |  |  |
| --- | --- | --- |
| **LR1.** | **Date of Lease** | 2021 |
| **LR2. LR2.1****LR2.2** | **Title number(s) Landlord’s title number(s)***Title number(s) out of which this lease is granted. Leave blank if not registered*.**Other title numbers***Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.* | None |
| **LR3.** | **Parties to this lease** |  |
|  | *Give full names, addresses and company’s registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships, use an OC prefix. For foreign companies give territory in which incorporated.* |  |
|  | **Landlord** | The Landlord incorporated and registered in England and Wales with company number X and whose registered office is at Y |
|  |  |  |
|  | **Tenant** | The Tenant is a X |
|  |  |  with number |
|  |  | Y whose registered office is Z |
|  |  |  |
|  | ***Other parties*** | None |
|  | *Specify capacity of each party, for example "management company", "guarantor", etc.* |  |
| **LR4.** | **Property***Insert a full description of the property being leased* | **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**. |
|  | ***or****Refer to the clause, schedule or paragraph of a schedule in this lease in which the property being leased is more fully described.* | See the definition of Property in the Particulars and in Schedule 1 of this Lease. |
|  | *Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.* |  |
| **LR5. LR5.1** | **Prescribed statements etc.*****Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform,*** | None |

|  |  |  |
| --- | --- | --- |
| **LR5.2** | ***Housing and Urban Development Act 1993) of the Land Registration Rules 2003****If this lease includes a statement falling within LR5.1, insert under that sub- clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.****This lease is made under, or by reference to, provisions of:****In LR5.2, omit or delete those Acts which do not apply to this lease.* | ***None*** |
| **LR6.** | **Term for which the Property is leased***Include only the appropriate statement (duly completed) from the two options.**NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.* | The term is as follows: a term of 7 years from and including [ ] 2021 |
| **LR7.** | **Premium***Specify the total premium, inclusive of any VAT where payable.* | None |
| **LR8.** | **Prohibitions or restrictions on disposing of this lease***Include whichever of the two statements is appropriate. Do* ***not*** *set out here the wording of the provision.* | This lease contains a provision that prohibits or restricts dispositions. |
| **LR9.** | **Rights of acquisition etc.** |  |
|  | *Insert the relevant provisions in the sub- clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.* |  |
| **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** |  |
| **LR10.** | **Restrictive covenants given in this lease by the Landlord in respect of land other than the Property***Insert the relevant provisions or refer to the clause, schedule or paragraph of a* | None |

2

|  |  |  |
| --- | --- | --- |
|  | *schedule in this lease which contains the provisions.* |  |
| **LR11.****LR11.1****LR11.2** | **Easements***Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.***Easements granted by this lease for the benefit of the Property****Easements granted or reserved by this lease over the Property for the benefit of other property** | Easements set out in Schedule 2Easements set out in Part 1 and Part 2 of Schedule 3 |
| **LR12.** | **Estate rentcharge burdening the Property***Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.* | None |
| **LR13.** | **Application for standard form of restriction***Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell HMLR who is applying against which title and set out the full text of the restriction you are applying for.**Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.* | None |
| **LR14.** | **Declaration of trust where there is more than one person comprising the Tenant***If the Tenant is one person, omit or delete all the alternative statements.**If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.* | N/A |

**THIS LEASE** made on 2021

BETWEEN

The Landlord incorporated and registered in England and Wales with company number and whose registered office is at Y ("**Landlord"**) (1) and

The Tenant a registered society registered in the Mutual Public Register with number whose registered office is at X ("**Tenant**") (2)

**WITNESSES** as follows:

# PARTICULARS

**Basic Rent** means the sum of £1 per annum

**Permitted Use** means for the erection and operation and decommissioning of the Equipment in order to sell electricity through electric vehicle charging points to third parties who are permitted in accordance with the terms of this Lease to park a vehicle near the Property and connect into and take a supply of electricity from the Equipment for a charge at a rate set by the Landlord from time to time.

**Property** means the premises more particularly described in schedule 1

**Rent Commencement Date** means the date of this Lease.

**Term** 7 years from and including [ ] 2021

# DEFINITIONS AND INTERPRETATION

* + 1. In this Lease unless the context otherwise requires:

# Advertisements

**Annual Rent**

**Applicable Laws**

**Authorised Guarantee Agreement**

means such displays, signs, hoardings or other information to include terms and conditions for persons connecting into and taking a supply of electricity from the Equipment.

1. the Basic Rent; or if higher:
2. 50% of the Operating Profits of the Equipment calculated in accordance with Schedule 9.

means all applicable law and legislation of any jurisdiction including all or any statutes, rules, regulations, statutory guidance, treaties, directives, decisions, directions, recommendations, codes of practice, guidance notes, circulars, bylaws, orders, notices, demands, regulations or official guidance issued by any Competent Authority which are applicable to the Tenant and/or the exercise of the rights granted by this Lease or which relate to the Property or are applicable to the activities of the Tenant its contractors, sub-contractors or agents at the Property, as the same may be amended or modified from time to time.

means an authorised guarantee agreement for the purposes of section 16 Landlord and Tenant (Covenants) Act 1995 made in respect of this Lease.

**Base Rate** means the base lending rate from time to time of National Westminster Bank Plc or such other bank being a member of the Committee of London and Scottish Bankers as the Landlord may from time to time nominate or if that base lending rate cannot be ascertained then such other rate as the Landlord may reasonably specify.

**Common Facilities** means access roads, pavement areas, surface areas (including the Property), party walls, boundaries, structures, Conduits and other areas and things which is common to the Property and any other property.

**Competent Authority** means any supranational, national, regional, local or municipal government or regulatory authority, body, agency, court, ministry, inspectorate or department, or any official, public or statutory person or body, in each case acting in accordance with its or their statutory or legal authority in any jurisdiction having authority over the parties to this Lease or having responsibility for the regulation or governance of any aspect of the performance of this Lease or the Property and/or the exercise of the rights granted by this Lease and/or the activities of the Tenant its contractors, sub-contractors or agents at the Property including without limitation its or their use and occupation of the Property

**Conduits** means sewers, drains, pipes, wires, cables, ducts, gutters, fibres and any other medium for the passage or transmission of soil, water, gas, electricity, air, smoke, light, communications, information or other matters and includes where relevant ancillary equipment and structures.

**Connected Person** means any person, firm or company which is connected with the Tenant for the purposes of Section 1122 Corporation Tax Act 2010.

**Consent** means an approval, permission, authority, licence or other relevant form of approval given by the Landlord in writing.

**Contamination** means the contamination of the Property by any substance which in the quantities or concentrations in which it is present presents a material risk of Harm howsoever caused or arising.

**Determination** means the end of the Term however that occurs

**Environment** includes the following (whether alone or in combination):

ecological systems and living organisms (including humans);

air (including air within buildings or other structures and whether below or above ground);

land and soil (including buildings and any other structures in, on or under land and soil, anything below the surface of the land and land covered with water); and

water (including water under or within land or within pipe or sewage systems)

# Environmental Damage

**Environmental Permits**

**Equipment**

means Harm arising from the Property which might: constitute a breach of any Applicable Law or

give rise to a civil claim for damages or

lead to the identification of the Property as contaminated land for the purposes of the Environmental Protection Act 1990 Part II A or

means any Necessary Consent granted or required to be obtained pursuant to the Environmental Permitting (England and Wales) Regulations 2016 by the Tenant in order to lawfully carry out its activities

means the electric charging point equipment listed in Schedule 8 including the Structure together with any permitted additional or replacement equipment (including for the avoidance of doubt the feeder

# Funder

**Good Industry Practice**

**Group Company**

**Grid**

pillar, a battery, CCTV and signage) which the Tenant may from time to time install or upgrade on the Property.

means any bank funder, company or financial institution or investor of good financial standing which may provide bona fide commercial funding to the Tenant for the purposes of the Permitted Use and full details of which are promptly provided to the Landlord.

means the exercise of that degree of skill and care which would reasonably and ordinarily be expected of a skilled and experienced person carrying out the same type of activity under the same conditions and complying with Applicable Laws

means any company which is a member of the same group as the Landlord or the Tenant (as the case may be) within the meaning of section 42 Landlord and Tenant Act 1954

the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem

**Harm** means harm to the Environment and for the avoidance of doubt (but without limitation) harm to the health of living organisms (including man) or other interference with the ecological systems of which they form part and in the case of man includes offence caused to any of his senses or harm to his property

**Hazardous Materials** means any substance in whatever form whether alone or in combination with any other substance known or reasonably believed to be harmful to human health or the environment, whether or not for that reason it is subject to statutory controls on production, use, storage or disposal

**Insurance Policies** means the insurance policy or policies maintained by the Tenant in respect of the Property and Equipment covering damage by Insured Risks public liability and other matters

**Insured Risks** means fire, storm, tempest, lightning, explosion, riot, civil commotion, malicious damage, impact, flood, bursting or overflowing of water tanks, burst pipes, discharge from sprinklers, aircraft and other aerial devices or articles dropped from them (other than war risks), terrorist risks, earthquake, landslip, heave, subsidence and such other risks as the Landlord may from time to time reasonably require to be covered

**Insurers** means the underwriters or insurance office with whom the Insurance Policies are effected

**Interest Rate** means four per cent (4%) above Base Rate and where and whenever interest is payable at or by reference to the Interest Rate it shall be calculated on a daily basis.

# Landlord Regulations

**Landlord’s Supply**

means all bylaws, codes of practice or other directions or regulations issued from time to time by the Landlord

the electricity supply provided by the Landlord for the use by the Tenant in relation to the Equipment

**Lease** means this lease and includes where relevant any deed of variation licence Consent or other document supplemental to or associated with this lease

**LTA 1954** means the Landlord and Tenant Act 1954

**Necessary Consents** means any agreement, permission, permit, licence, consent, registration, exemption or other approval required by the Tenant under any Applicable Laws in order lawfully to carry out its activities

**Outgoings** means all rates (including business rates separately assessed on the Property), taxes, charges, duties, assessments, impositions, levies outgoings of any sort which are at any time during the Term payable whether by the owner or occupier of property and includes charges for electricity, gas, water, sewerage, telecommunications and other services rendered to or consumed by the Property but excludes any taxes payable by the Landlord on the receipt of the Basic Rent or on any dealings with or disposition of its reversion to this Lease

**Plan** means the plan annexed to this Lease

**Pollution Incident** means a discharge of any Hazardous Material to the Environment in breach of any Applicable Laws

**Quarter Days** means 31 March, 30 June, 30 September and 31 December

**Rent** means all sums reserved as rent by this Lease

**Rent Restrictions** means any statutory provision which restricts the right of the Landlord to review the Basic Rent or to recover any Rent under this Lease

**Services** Provision of electricity for electric car users in accordance with the Permitted Use

# Sign

**Structures**

includes any sign, hoarding, showcase, signboard, bill, plate, fascia, poster or advertisement

means the foundation tubes, upright supports, stanchions, elevated joists constructed within the Property upon which the Equipment and the structure rests as more particularly specified in Schedule 1, together with feeder pillars.

**Title Matters** means the matters (if any) set out in Part 2 of Schedule 3

**VAT** means Value Added Tax within the meaning of the Value Added Tax 1994 and any future tax of a like nature

* + 1. In this Lease unless the context otherwise requires:
			1. words importing any gender include every gender and words importing the singular number only include the plural number and vice versa;
			2. words importing or references to persons include firms, companies and corporations and vice versa;
			3. references to numbered clauses and schedules are references to the relevant clause in or schedule to this Lease and reference in any schedule to numbered paragraphs are references to the numbered paragraphs of that Schedule;
			4. where any obligation is undertaken by two or more persons jointly they shall be jointly and severally liable in respect of that obligation;
			5. any obligation on the Tenant or Landlord not to do or omit to do anything shall include an obligation not to allow or suffer that thing to be done or omitted to be

done by any employee servant contractor subcontractor agent invitee or licensee of the Tenant or the Landlord;

* + - 1. where the Landlord or the Tenant covenant to do something they shall be deemed to fulfil that obligation if they procure that it is done;
			2. the headings to the clauses Schedules and paragraphs shall not affect the interpretation;
			3. reference to a statutory provision (whether specific or general) is a reference to that provision as amended, consolidated, extended or re-enacted from time to time (whether before or after the date of this Lease) and to any subordinate legislation made under it;
			4. the terms "include", "including", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
			5. any sum payable by one party to the other shall be exclusive of VAT which shall where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid and an obligation in this Lease on the part of the Tenant to pay or indemnify the Landlord against any cost or expense shall include an obligation to pay and indemnify the Landlord against any VAT incurred in relation to the cost or expense in question except where the VAT is available for set-off by the Landlord as input tax;
			6. the expression "tenant covenant" means any covenant, term, obligation or condition in this Lease to be complied with by the Tenant and "tenant covenants" means all of them.
			7. References to "Landlord" include the immediate reversioner to this Lease from time to time; references to "the Tenant" include the Tenant’s successors in title; References to "the Property" include where the context permits the whole or any part of them
			8. the words and expressions defined in the Particulars to this Lease are defined terms for the purpose of this Lease.
			9. A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
		1. The parties to this Lease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999

# DEMISE AND RENT

* + 1. The Landlord demises with full title guarantee the Property to the Tenant together with the rights set out in Schedule 2 except and reserving to the Landlord and others the rights set out in Part 1 of Schedule 3 subject to the Title Matters to hold them to the Tenant for the Term the Tenant paying during the Term by way of Rent :-
			1. the Basic Rent which shall be paid yearly and proportionately for any part of a year by quarterly instalments in arrears on the Quarter Days the first payment to be made on the Rent Commencement Date in respect of the period from and including the Rent Commencement Date to the next Quarter Day after the Rent Commencement Date;
			2. such sum calculated in accordance with Schedule 9; and
			3. any other sums which may become due from the Tenant to the Landlord under the provisions of this Lease.

# TENANT’S COVENANTS

The Tenant covenants with the Landlord to observe and perform the covenants set out in Schedule 5 and those on its part contained in Schedule 4.

# LANDLORD’S COVENANTS

* + 1. The Landlord covenants with the Tenant that it shall observe and perform the covenants set out in Schedule 6 and those on its part contained in Schedule 4.
		2. It is agreed and declared that the party in whom the landlord’s interest under this Lease is vested from time to time shall not be liable to the Tenant in respect of any breach or non-observance or non-performance of any of the covenants or other terms of this Lease occurring after it shall have parted with or disposed of all of its said interest.

# FORFEITURE

* + 1. Without prejudice to any other rights of the Landlord if:
			1. the whole or part of the Rent remains unpaid twenty-one days after becoming due (whether demanded or not);
			2. any breach of any condition of the Tenant’s covenants in this Lease;
			3. the Tenant or any guarantor of the Tenant’s obligations under this Lease:
				1. enters into any composition or arrangement with its creditors generally or any class of its creditors; or
				2. is the subject of any judgment or order made against it which is not complied with within seven days or is the subject of any execution sequestration or other process levied upon or enforced against any part of its undertaking property assets or revenue;
			4. (where the Tenant or any guarantor of the Tenant’s obligations under this Lease is a company) the Tenant:
				1. is the subject of an order made or a resolution passed or analogous proceedings taken for winding up such company (save for the purpose of and followed within four months by an amalgamation or reconstruction which does not involve or arise out of insolvency or give rise to a reduction in capital and which is on terms previously approved by the Landlord);
				2. has an administrative receiver appointed of the whole or any part of the undertaking property assets or revenues of such company;
				3. is the subject of 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;
				4. stops payment or its directors take steps to obtain a moratorium or becomes or is deemed to be insolvent or unable to pay its debts within the meaning of section 123 Insolvency Act 1986; or
				5. is dissolved or otherwise ceases to exist.

PROVIDED THAT for the avoidance of doubt the provisions of this Clause 5.1.4 shall also apply without limitation 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 (as amended) and to a limited liability partnership subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001(as amended).

* + - 1. any event occurs or proceedings are taken with respect to the Tenant or any guarantor of the Tenant’s obligations under this Lease in any jurisdiction to which it is subject which has an effect equivalent or similar to any of the events mentioned in Clauses 5.1.3 or 5.1.4.,
			2. there is an event of any finding of blacklisting made against the Tenant by any court or tribunal

then and in any of such cases the Landlord may at any time (and notwithstanding the waiver of any previous right of re-entry) re-enter the Property whereupon this Lease shall absolutely determine but without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease **provided that** the Landlord shall not exercise any rights of forfeiture or re-entry without first serving a notice of any breach of the Tenant's obligations on the Tenant and any Funder and affording the Funder a reasonable opportunity to remedy or as near as possible in the circumstances remedy within a reasonable period (being no more than 30 days in the case of a monetary breach and 3 months in the case of any other breach from the date of the notice) the relevant breach non-payment or non-observance.

# MISCELLANEOUS

* + 1. The Landlord shall have the right to set the electricity price paid per KWh paid by the users of the Equipment.
		2. Except to the extent that compensation may be payable by law notwithstanding any agreement to the contrary neither the Tenant nor any occupier of the Property at any time shall be entitled to any compensation under any statutory provision upon Determination or upon leaving the Property.
		3. Except to the extent that the Landlord may be liable under its covenant in Schedule 6 or by law notwithstanding any agreement to the contrary the Landlord shall not be liable in any way to the Tenant or any servant agent licensee or invitee of the Tenant by reason of:
			1. any act neglect default or omission of any of the tenants or owners or occupiers of any adjoining or neighbouring property or of any representative or employee of the Landlord (unless acting within the scope of the express authority of the Landlord);
			2. the defective working stoppage or breakage of or leakage or overflow from any Conduit; or
			3. the obstruction by others of the areas over which rights are granted by this Lease.
		4. Nothing in this Lease shall imply or warrant that the Property may lawfully be used or is suitable for the Permitted Use and the Tenant acknowledges and admits that no such representation or warranty has ever been made by or on behalf of the Landlord..
		5. The Landlord and the Tenant shall not be liable to each other for breach of any covenant in this Lease to the extent that its performance or observance becomes impossible or illegal but subject to the other provisions of this Lease the Term and the Tenant’s liability to pay the Rent shall not (except in the case of Force Majeure) cease or be suspended for that reason.
		6. The Landlord shall incur no liability to the Tenant or any predecessor in title of either of them by reason of any approval given to or inspection made of any drawings plans specifications or works prepared or carried out by or on behalf of any such party nor shall any such approval or inspection in any way relieve the Tenant from its obligations under this Lease.
		7. The Tenant shall not be or become entitled to any easement right quasi-easement or quasi-right save as expressly set out in Schedule 2.
		8. Nothing contained or implied in this Lease shall impose or be deemed to impose any restriction on the use of any land or building not comprised in this Lease or give the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of property not comprised in this Lease.
		9. Any dispute arising between the Tenant and any owner or occupier (other than the Landlord) of adjacent property owned (whether freehold or leasehold) by the Landlord as to any right or privilege or any party or other wall or otherwise shall (except where it relates to a matter of law) be determined on behalf of the Tenant by the Landlord (who must use reasonable endeavours to procure the provisions of this Lease) or someone appointed by him and any such decision shall bind the Tenant who shall pay the reasonable and properly incurred costs of obtaining it.
		10. Except in so far as expressly provided in this Lease nothing shall by implication of law or otherwise operate or be deemed to confer upon the Tenant any easement right or privilege whatsoever over or against any adjoining or neighbouring property which now or at any time shall belong to the Landlord for an estate in fee simple or for a term of years which would or might restrict or prejudicially affect the future rebuilding alteration or development of such adjoining or neighbouring property and the Landlord shall have the right at any time to make such alterations or to pull down and rebuild or redevelop any such adjoining or neighbouring property as it may deem fit without obtaining any consent from the Tenant, subject to the Landlord not developing or allowing to be developed any adjoining land in any way which would compete with the Permitted Use in this Lease.
		11. This Lease is a new tenancy for the purposes of the Landlord and Tenant (Covenants) Act 1995.

# PROPER LAW

* + 1. This Lease shall be governed by the laws of England and Wales and the Tenant irrevocably submits to the exclusive jurisdiction of the English Courts.

# EXECUTION

This Lease has been executed by the parties to it as a deed and is delivered on the date of this Lease.

# NOTICES, CONSENTS AND APPROVALS

* + 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:
			1. in writing (and for the purposes of this clause an e-mail is not in writing other than for any notice served by the Landlord as referred to in Clauses 9.2 or 9.6); and
			2. given by hand or by recorded delivery post addressed (in the case of any notice to the Landlord) to the Landlord at the address shown in this Lease or upon such other person as the Landlord may from time to time appoint for that purpose and whose name and address shall have been notified in writing to the Tenant and (in the case of any notice to the Tenant) to the Tenant at the Property or its last known place of business or abode in the United Kingdom or (if the Tenant is a company) to its company secretary at its registered office.
		2. If a notice complies with the criteria in Clause 9.1, whether or not this Lease requires that notice to be in writing, it shall be deemed to have been received:
			1. if delivered by hand, at the time the notice is left at the proper address;
			2. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
		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.
		4. Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
		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:
			1. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
			2. it expressly states that the Landlord waives the requirement for a deed in that particular case

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

* + 1. 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:
			1. the approval is being given in a case of emergency; or
			2. this Lease expressly states that the approval need not be in writing.
		2. 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.

# EXCLUSION OF SECTIONS 24-28 LANDLORD AND TENANT ACT 1954

* + 1. The Landlord and the Tenant agree that sections 24-28 of LTA 1954 are excluded in relation to this Lease.
		2. The Landlord has before the Tenant entered into this Lease or was contractually bound to do so served on the Tenant a notice substantially in the form set out in 13 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.
		3. Either the Tenant or someone acting on its behalf has before it entered into this Lease or became contractually bound to do so made a statutory declaration dated [

] 2021 substantially in the form set out in Schedule 2 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003.

* + 1. The Tenant confirms in any case where the declaration referred to in Clause 10.3 has been made by someone acting on its behalf that the declarant had authority to do so and that there is no agreement for lease to which this Lease gives effect.

# BREAK OPTION

* + 1. The Landlord may determine this Lease at any time after 1 April 2024 during the term of this Lease by serving on the Tenant a minimum of two months’ prior written notice to that effect and specifying the termination date in respect of which it is served ("Landlord's Break Date")
		2. If the Landlord shall at any time during the Term require the Property or any part thereof for the purposes of its undertaking or if the Property or any part thereof is required for demolition or in connection with a scheme of rebuilding refurbishment or reconstruction (as to which requirements the decision of the Landlord shall be final and conclusive) the Landlord may determine this Lease by serving on the Tenant not less than six months’ prior written notice to that effect.
		3. If the Landlord serves notice of determination pursuant to Clause 11.1 or 11.2 then, the Tenant shall forthwith:
			1. give vacant possession of the Property; and
			2. deliver to the Landlord the original of this Lease and any other title documents to the Property and co-operate in or join with the Landlord in an application to H M Land Registry to have any entry or registration in respect of this Lease cancelled.
		4. The Landlord may in its absolute discretion waive compliance with all or any of the conditions or obligations set out in Clause 11.3 but unless otherwise expressly agreed in writing such waiver shall not relieve the Tenant from liability to comply with the relevant condition or obligation.
		5. Where this Lease validly determines in accordance with the provisions of this Clause 11, then this shall be without prejudice to any right of action of the Landlord in respect of any previous breach by the Tenant of this Lease.
		6. Time is of the essence in respect of this Clause 11.

# OWNERSHIP OF EQUIPMENT

* + 1. The Landlord and the Tenant agree that
			1. the Equipment is the property of the Tenant; and
			2. any Equipment which is attached or affixed to the Property or Equipment is attached or affixed only for the purpose of its more effective use and operation, and is not intended to be a permanent addition or improvement to the Property.

# FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control (lack of funds not being considered reasonable). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for 6 months, the party not affected may terminate this agreement by giving 3 months' written notice to the other party.

# ENTIRE AGREEMENT

* + 1. This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.
		2. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

# SCHEDULE 1 THE PROPERTY

The land situated at X shown edged red on the Plan including:

all Structures and other improvements and additions (including their foundations) and all landlord’s fixtures and fittings and other works of every kind from time to time on the land;

all Conduits within and exclusively serving the Property; the Equipment; and

all concrete bases ground surfacing and all walls fences and gates forming the boundaries of the Property at any time.

The approximate location of the Property is also indicated edged red on the attached photograph.

# SCHEDULE 2 RIGHTS GRANTED

The following rights (in common with the Landlord and all others for the time being authorised by the Landlord or otherwise entitled) for the Tenant and so far as the Landlord is able to grant the same (“**Rights**”):

* 1. Roads

The right to pass and repass to and from the Property to reach the public highway at all times with or without vehicles for all purposes connected with the proper use and enjoyment of the Property as may be designated by the Landlord from time to time but only at such times as the roadways are open in the ordinary course of the Landlord’s business and subject to the right of the Landlord to alter or vary the routes of such roads

* 1. where any such service is subject to a payment by the Tenant to the Landlord the provision of such service shall be subject to the Tenant making such payment at the Landlord’s prevailing standard rates for such services;
		1. the right, to:
			1. install or upgrade at the Property and where necessary, a feeder pillar and such electricity cables, metres and ancillary equipment (the location of which to be approved in writing by the Landlord before installation) as are required in order to transmit electricity to and from the Equipment or in order to sell the electricity by the Equipment to vehicles owned by third parties at rates set by the Landlord;
			2. access those cables and ancillary equipment (on reasonable prior notice to the Landlord, save in the case of emergency) in order to inspect, repair and maintain them;
		2. the right to install, use, upgrade and to connect into any existing Conduits that satisfy all of the following tests:
			1. they belong to the Landlord;
			2. they relate to the transmission of electricity or telecommunications to and from the Property; and
			3. they are in existence at the date of this lease or are installed or constructed during the Contractual Term;

and subject to the following conditions:

* + - 1. this right is subject to temporary interruption by the Landlord for repair, alteration or replacement or other failure of supply due to circumstances beyond the Landlord’s control; and
			2. the person or persons making any connections shall:
				1. first obtain the approval of the Landlord (such approval not to be unreasonably withheld);
				2. cause as little disturbance to the Landlord or its tenants as practicable; and
				3. make good at its or their own expense any physical damage thereby occasioned; and
			3. where any such service is subject to a payment by the Tenant to the Landlord the provision of such service shall be subject to the Tenant making such payment at the Landlord’s prevailing standard rates for such services;
		1. the right to install, upgrade and attach the Equipment to or rest the Equipment on the Property and permit third parties to connect into the Equipment ensuring such third parties have vehicular access at all times; and
		2. the right (subject to payment in accordance with clause 2.6 of Schedule 5) to the supply of electricity to the Equipment from the Landlord’s Supply.
	1. The right (subject to compliance with the Landlord’s car park policy (which will include parking charges and a permit scheme) in place from time to time) for the general public to park an electric/hybrid vehicle on the Property in order to utilise the Property and Equipment for the Permitted Use and for access and egress to the public highway.
	2. The right to erect such Advertisements (as are required by the Tenant in respect of the promotion and terms and conditions of use of the Equipment for the Permitted Use) in such places as shall be agreed by the Landlord (such consent not to be unreasonably withheld or delayed).
1. The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.
2. The Tenant shall exercise the Rights in accordance with any reasonable regulations made by the Landlord.
3. The Landlord may, at its discretion, change the route of any means of access to or egress from the Property so long as a means of access and egress with or without vehicles is maintained at all times and subject to vehicular access being afforded to third parties in order to connect directly into the Equipment, save in case of emergency.
4. In relation to the Right mentioned in clause 1.2, the Landlord may, at its discretion and cost, re-route or replace any such Conduits and that Right shall then apply in relation to the Conduits as re-routed or replaced, subject to vehicular access being afforded to third parties in order to connect directly into the Equipment and no disruption to the use and operation of the Equipment, save in case of emergency whereby the Landlord shall ensure any disruption is kept to an absolute minimum.

# SCHEDULE 3 EXCEPTIONS AND RESERVATIONS/TITLE MATTERS

# Part 1 Exceptions and Reservations

The following rights for the Landlord and all others from time to time authorised by the Landlord or otherwise entitled(“**Reservation**s”):

1. Access

the right at all reasonable times upon prior notice having been given (except in case of emergency when no notice shall be required) to enter upon the Property for the purpose of repairing, maintaining or inspecting any adjoining property of the Landlord, or for the purpose of complying with its statutory duties and obligations or for all or any of the purposes mentioned in this Lease;

1. Conduits

the free and uninterrupted right to connect to and use all Conduits from time to time within or forming part of the Property and the right to enter and to repair relay move and maintain and make connections with any of the Conduits;

1. Works

the right from time to time and at all times during the Term to carry out (whether on or from the Property) any works which may in the reasonable opinion of the Landlord be necessary for the proper operation of the Landlord’s undertaking including the re -routing of any Conduits or other services affecting the Property and the installation of apparatus or services;

1. Light

all rights of light or air now subsisting or which might (but for this exception) be acquired over any neighbouring land or property;

1. Easements

all other easements or other rights in the nature of easements or quasi-easements now enjoyed by any adjoining or neighbouring property of the Landlord over the Property;

1. Adjoining Land
	1. the power and liberty at any time hereafter to stop up or otherwise affect any rights of way or other easements or privileges whether now in existence or not which the Tenant may at any time during the Term be using or enjoying (other than by virtue of an express grant made herein or of any grant or licence in writing from the Landlord) over any adjoining or adjacent land as appurtenant or belonging to the Property;
	2. full right and liberty from time to time to use its adjoining and neighbouring lands in such manner as the Landlord may think fit and to build or execute works upon such lands notwithstanding that the access of light and air to the Property may be thereby affected provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use;
2. Mines and Minerals

the mines and minerals in and under the Property and any right of support from mines and minerals.

1. Support and Protection

the right of support and protection from the Property for the Landlord’s adjoining land and any building erected thereon

1. Provisos
	1. Any party exercising any of the Reservations shall use reasonable endeavours to minimise any consequent disruption or interruption to the continued operation of the Equipment for the Permitted Use
	2. The Landlord and all those authorised by the Landlord to exercise the Reservations shall cause as little damage to the Property or Equipment as is reasonably practicable in the exercise of such rights and make good any such damage as soon as reasonably practicable to the reasonable satisfaction of the person affected.
	3. The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

# Part 2 Title Matters

**1** The matters contained or referred to in the registers of title number Z

# SCHEDULE 4 INSURANCE

1. Tenant’s Insurance Obligations
	1. The Tenant shall effect and maintain the following insurances in respect of the Property with an insurance company of repute*:*
		1. insurance against damage or destruction by the Insured Risks in a sum equal to the full reinstatement cost of the Property and Equipment from time to time (taking building costs and services inflation into account) including:
			1. the cost of demolition shoring up and site clearance;
			2. all architects’, surveyors’, solicitors’ and other professional fees and incidental expenses in connection with reinstatement; and
			3. any tax on those amounts to the extent applicable;
		2. third party and public liability insurance for a maximum of £10,000,000 in respect of the activities of the Tenant, its contractors, sub-contractors and any other persons whom the Tenant invites onto the Property; and
		3. Product liability for a maximum of £10,000,000
	2. The Tenant shall upon request and at least within 30 days after the relevant renewal date produce to the Landlord a copy or full details of the Insurance Policies and evidence that they are in force.
	3. The Tenant shall notify the Landlord in writing of any change in the Insurance Policies from time to time which is material to the Landlord.
	4. If the Tenant fails to observe any of the terms of this Paragraph 1 the Landlord may effect its own insurance to make good the deficiency and the Tenant shall pay to the Landlord on demand the costs incurred by the Landlord in so doing.
	5. The Tenant shall:
		1. not do or fail to do anything which shall or may render any increased or extra premium payable for the insurance of the Property or any adjoining property or which shall or may cause any of the Insurance Policies to be void or voidable;
		2. notify the Landlord of the incidence of any Insured Risk or any other matter which ought reasonably to be notified to the Insurers within 7 days after such incidence; and
		3. comply with all the conditions of the Insurance Policies and all reasonable requirements of the Insurers.
2. The Tenant’s obligation to insure is subject to:
	1. any exclusions, limitations, excesses and conditions that may be imposed by the Insurers; and
	2. insurance being available in the London insurance market on reasonable terms acceptable to the Landlord.
3. Reinstatement
	1. If the Property or any part is destroyed or damaged by the Insured Risks then the Tenant will with all reasonable speed and seek all Necessary Consents required to reinstate the Property and will apply the insurance moneys received under the Insurance Policies (except sums in respect of third party and public liability and loss of rent) in reinstating the Property with all reasonable speed and (unless such insurance shall have been vitiated or avoided as a result of some act or default by the Landlord) the Tenant shall make good any shortfall (including any shortfall arising from any excess applicable under the Insurance Policies) out of its own monies.
4. Non - reinstatement
	1. If the Property or any part is destroyed or damaged by the Insured Risks and the Property has not been reinstated by the date of Determination then the Tenant shall promptly pay to the Landlord all insurance moneys received (before or after Determination) under the Insurance Policies taken out pursuant to the Tenant’s obligations under Paragraph 1.1 which have not been expended on the reinstatement of the Property pursuant to Paragraph 3 and to the extent that no final payment has been received at the date of Determination the Tenant shall (at the request of the Landlord) assign to the Landlord all rights to claim in relation to such matters under the Insurance Policies in such form as the Landlord reasonably requires.

# SCHEDULE 5 TENANT’S COVENANTS

1. Rent and Interest
	1. The Tenant shall pay the Rent at the times and in the manner required by this Lease to such bank account as the Landlord may from time to time require and without deduction (save as required by any statutory provision) or set-off whether legal or equitable and if any deduction has to be made to account for it to the appropriate Competent Authority.
	2. The Tenant shall pay the Basic Rent by banker’s standing order or direct debit or by such other method as the Landlord shall reasonably require at any time by giving notice to the Tenant.
	3. If the Basic Rent or any part of it is not paid in cleared funds on the date on which it is due or if any other part of the Rent is not paid within 14 days after becoming due (whether or not demanded except where a demand is required by this Lease) the sum in question shall carry interest at the Interest Rate for the period from the date on which it became due until the date of actual payment and that interest shall be paid by the Tenant on demand.
2. Outgoings
	1. The Tenant shall pay and discharge all Outgoings relating to the Property at the times when they become due.
	2. If at any time the Property is not separately assessed for any Outgoings the Tenant shall pay to the Landlord on demand a fair proportion of any assessment which includes the Property.
	3. The Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) make any claim for relief in respect of any Outgoings where to do so might prejudice the Landlord’s own actual or potential entitlement to relief then or in the future.
	4. The Tenant shall not without Consent (which shall not be unreasonably withheld or delayed) agree with the relevant Competent Authority any rating or other assessment in respect of the Property and shall consult with (and have due regard to the representations of) the Landlord in the negotiations for any such assessment or any appeal against any such assessment.
	5. The Tenant shall observe and perform all lawful regulations requirements and recommendations of the supplying authorities in respect of the supply of water electricity gas communications media sewage or other services to and from the Property.
	6. Where the Tenant utilises or has the benefit of any supply of water, electricity, gas, communications media, sewage or other services at the Property supplied by the Landlord,
		1. the Tenant shall pay to the Landlord all charges for such services and payment shall (unless otherwise provided for in this Lease or otherwise agreed between the parties) be made at the Landlord’s normal tariff rates as amended from time to time and shall observe and perform all lawful regulations and requirements of the Landlord in respect of such services; and
		2. the supply of such services shall be subject to the Landlord’s standard terms and conditions (as amended from time to time) for such supply
		3. provided that at no time during the Term shall the Landlord be responsible for the quality, quantity, availability or permanence of such services for any particular purpose but shall use reasonable endeavours at the cost of the Tenant and take all such reasonable actions necessary to ensure at all times the services required by the Tenant in respect of the use and operation of the Equipment are maintained at all times.
		4. If after the end of the Term the Landlord loses rating relief (or any similar relief or exemption) in relation to the Property because it has been allowed to the Tenant then the Tenant shall pay the Landlord on demand an amount equal to the amount of relief or exemption that the Landlord has lost.
3. Common Facilities
	1. The Tenant shall pay on demand a fair proportion according to user (to be determined by the Landlord’s surveyor acting reasonably) of the costs of keeping in repair the access roads and party walls, boundaries, structures, Conduits and other areas and things which are used in common by the Property and any other property; and
	2. The Tenant shall not cause or permit damage to any Common Facilities and where such damage is so caused or permitted the Tenant shall promptly reimburse the Landlord the cost of repairing such damage.
4. Repair and use
	1. The Tenant shall keep the Property (excluding the Equipment) in a good, clean, tidy and safe condition and free from Contamination.
	2. For the first three years of the Term the Tenant shall keep the Equipment in a clean, tidy and safe condition and free from Contamination.
	3. For the first three years of the Term the Tenant shall keep all Equipment situated on the Property properly painted and decorated at all times.
	4. If the Tenant is in breach of this Paragraph 4 then in addition to any other rights which the Landlord may have:
		1. the Landlord may serve on the Tenant written notice specifying the breach in question;
		2. the Tenant shall as soon as practicable after receipt of that notice and in any event within two months (or sooner in emergency) commence and proceed with all due speed to remedy the breach;
		3. and if the Tenant fails to comply with Paragraph 4.4.2 the Landlord may enter the Property and carry out the relevant work and all costs incurred by the Landlord in so doing shall be a debt from the Tenant to the Landlord which the Tenant shall pay on demand with interest at the Interest Rate from the date of demand to the date of payment.
	5. The Tenant shall give written notice to the Landlord immediately on becoming aware of:
		1. any damage to or destruction of the Property; or
			1. any defect or want of repair in the Property (including without limitation any relevant defect within the meaning of section 4 Defective Premises Act 1972) which the Landlord is liable to repair under this Lease or which the Landlord is or may be liable to repair under common law or by virtue of any Applicable Law.
	6. The Tenant shall at least once in every year of the Term carry out an inspection of the Property to ascertain that there are no defects or wants of repair in the Property and shall promptly following such inspection remedy or make good any such defects or wants of repair to the extent that it is the Tenant’s obligation to do so under the terms of this Lease.
	7. The Tenant shall not use the Property for any purpose except the Permitted Use.
	8. The Tenant shall not enter into any covenant in favour of any person (other than the Landlord) nor require a covenant from any person the effect of which is to restrict the use of the Property further than it is already restricted by this Lease.
	9. The Tenant shall not do any act on the Property which may endanger the safety or stability of the Landlord’s adjoining property or of any neighbouring property or of any person in

occupation of or otherwise on such property and shall not store on the Property any inflammable dangerous or explosive substance liquid or gas other than in such quantities as may be necessary in connection with the proper carrying out of the Permitted Use and provided that such items are stored strictly in accordance with all Applicable Laws and the directions of the Landlord.

1. Alterations
	1. The Tenant shall carry out the site preparation works detailed in Schedule 7 **("the Site Preparation Works")**:
		1. in a good and workmanlike manner;
		2. using only suitable good quality materials;
		3. in accordance with all Necessary Consents and Applicable Laws;
		4. in accordance with plans, drawings and specifications approved by the Landlord;
		5. using only a contractor or contractors approved by the Landlord;
		6. in accordance with the Landlord’s contractor guidelines as updated from time to time; and
		7. to the Landlord’s reasonable satisfaction.
	2. The Tenant shall not without first obtaining Consent construct or erect any building erection structure or works upon the Property or make any alteration addition or improvement to the Property whether structural or otherwise or carry out any form of development within the meaning of the Town and Country Planning Act 1990 (**"Development")** at the Property except the Site Preparation Works.
	3. The Tenant shall pay and discharge and shall indemnify the Landlord fully against any liability to pay and discharge such Community Infrastructure Levy as may fall due pursuant to the Planning Act 2008 (as amended) as a result of the grant of planning permission for Development at the Property including the grant of any planning permission required for the Site Preparation Works.
2. Dealings with the Property
	1. Unless expressly permitted under Paragraph 6.5 and 6.3 or by a Consent granted under this Paragraph 6, the Tenant shall not assign underlet charge part with or share possession or occupation of all or any part of the Property nor hold the Property on trust for any other person.
	2. The Tenant may assign (without the consent of the Landlord being required) by way of security and/or charge its interest in this lease to any Funder.
	3. The Tenant may assign or transfer its interest in this lease or the Property to or with any Group Company without obtaining the Landlord's consent.
	4. Except for clause 6.3, the Landlord shall not unreasonably withhold Consent to an assignment of the whole of the Property but the Landlord and the Tenant agree for the purposes of section 19(1A) Landlord and Tenant Act 1927, and without limiting the Landlord’s ability to withhold Consent where it is otherwise reasonable to do so or to impose other reasonable conditions, that the Landlord may withhold that Consent unless the following conditions are satisfied:
		1. in the reasonable opinion of the Landlord the prospective assignee is and will continue to be of sufficient financial standing to enable it to pay the Rent and comply with the other tenant covenants in this Lease;
		2. the Tenant (and any former Tenant who by virtue of there having been an "excluded assignment" as defined in section 11 Landlord and Tenant (Covenants) Act 1995 has not been released from the tenant covenants in this

Lease) enters into an Authorised Guarantee Agreement with the Landlord in such terms as the Landlord may reasonably require;

* + 1. if the Landlord reasonably requires, a guarantor or guarantors acceptable to the Landlord acting reasonably has guaranteed to the Landlord the due performance of the prospective assignee’s obligations in such terms as the Landlord may reasonably require;
		2. any sum due from the Tenant to the Landlord under this Lease is paid and any other material breach of the tenant’s covenants in this Lease is remedied;
		3. the Landlord has received an undertaking from the Tenant’s solicitors in such form as the Landlord may reasonably require to pay to the Landlord on demand the reasonable legal and surveyors’ costs and disbursements (including VAT) incurred by the Landlord in considering the Tenant’s application and preparing negotiating and entering into any relevant documentation whether or not the application is withdrawn or the Consent is granted;
		4. if it is so required by the Landlord, before the delivery to the Landlord of any Authorised Guarantee Agreement, the Tenant has agreed with the Landlord that the provisions of sections 24-28 of the LTA 1954 shall be excluded in relation to any tenancy to be created pursuant to the Authorised Guarantee Agreement and has implemented such procedures as are required by the LTA 1954 to ensure the validity of such exclusion.
	1. Any Consent granted under this Paragraph 6 shall (unless it expressly states otherwise) only be valid if the dealing to which it relates is completed within two months after the date of the Consent.
	2. The Tenant may (after giving written notice to the Landlord containing all relevant information) share occupation of the Property with any Group Company on condition that the sharing shall not create any relationship of landlord and tenant and that on any occupier ceasing to be a Group Company the occupation shall immediately cease or be otherwise documented in the Lease to any Funder.
	3. Within fourteen days after any dealing with or transmission or devolution of the Property or any interest in it (whether or not specifically referred to in this Paragraph 6) the Tenant shall give to the Landlord’s solicitors at that time notice in duplicate specifying the basic particulars of the matter in question and at the same time supply a certified copy of any instrument making or evidencing it.
1. Applicable Laws and Necessary Consents
	1. The Tenant shall at all times keep itself informed of and comply with all obligations under Applicable Laws (no matter on whom the obligation is imposed).
	2. The Tenant shall not do or omit to do in relation to the Property or its use anything by reason of which the Landlord may incur any liability under any Applicable Laws whether for penalties, compensation, costs or otherwise.
	3. The Tenant acknowledges and agrees that (as between itself and the Landlord) it has exclusive responsibility for compliance with all Applicable Laws relating to health and safety in relation to the Property and its activities
	4. Where any Applicable Law requires the carrying out of works to the Property the Tenant shall (if and to the extent required by this Lease) as soon as reasonable practicable apply for Consent and any Necessary Consents to carry out the works and after obtaining them the Tenant shall as soon as reasonably practicable carry out the works to the reasonable satisfaction of the Landlord.
	5. Before doing anything at the Property which requires any Necessary Consents (and whether or not the Landlord shall have issued its Consent to that thing under the other provisions of this Lease) the Tenant shall:
		1. obtain all Necessary Consents for the purpose;
		2. produce copies of all Necessary Consents to the Landlord; and
		3. obtain the approval of the Landlord (which shall not be unreasonably withheld or delayed) to the Necessary Consents and the implementation of them,

PROVIDED that the Tenant shall not without Consent make or alter any application for any Necessary Consent (such consent not to be unreasonably withheld).

* 1. The Tenant shall, where relevant:
		1. apply for and secure all Necessary Consents required in connection with any activity carried out by it at the Property;
		2. comply with all conditions or limitations imposed by any such Necessary Consent;
		3. upon request provide a copy of any such Necessary Consent to the Landlord and where such Necessary Consent has been so provided, notify the Landlord as soon as practical in the event that there is any material variation to any such Necessary Consent or if the Tenant ceases to hold such Necessary Consent.
	2. Where any Necessary Consent implemented by the Tenant or any undertenant or permitted occupier of the Property requires works to be carried out by a date subsequent to Determination the Tenant shall ensure that those works are completed before Determination unless otherwise agreed with the Landlord.
	3. If and when called upon to do so (once only per year), the Tenant shall produce to the Landlord all plans documents and other evidence which the Landlord may require in order to satisfy itself that this Paragraph 7 has been complied with.
	4. Without prejudice to the generality of this Paragraph 7 in respect of any works carried out by or on behalf of the Tenant or any undertenant or other occupier of the Property (including any works of reinstatement which may be carried out after Determination) to which the Construction (Design and Management) Regulations 2015 ("**the CDM Regulations"**) apply the Tenant shall:
		1. comply with its obligations under the CDM Regulations including (without limitation) all requirements in relation to the provision and maintenance of a health and safety file;
		2. provide as soon as reasonable practicable on request to the Landlord copies of the whole or any part of the health and safety file maintained pursuant to the CDM Regulations and hand that file to the Landlord on Determination;
		3. obtain as soon as reasonable practicable such copyright licences as are necessary to enable the Tenant to comply with this Paragraph 7.9 and to allow the Landlord and persons authorised by it without cost to take further copies of the health and safety file; and
		4. supply as soon as reasonable practicable all the information to the Landlord that the Landlord reasonably requires to comply with the Landlord’s obligations (if any) under the CDM Regulations.
	5. The Tenant shall comply with all lawful requirements of any Competent Authority (including without limitation HM Revenue and Customs, UK Border Force and the Home Office) whether imposed directly on the Tenant or indirectly on the Tenant through the Landlord and the Tenant shall provide such assistance as the Landlord may reasonably require to enable the Landlord to do so in relation to the Property or any activity carried on by the Tenant at the Property.
1. Method and Use
	1. The Tenant shall conduct its activities at the Property at all times in such a way as to minimise any nuisance or disturbance to the Landlord or any other person or the owners or occupiers of other land within or adjacent and without prejudice to the generality of the foregoing the Tenant shall ensure that any storage of equipment and materials in connection with the Tenant’s business is confined to the Property and does not encroach upon or spill onto any adjoining land or water.
	2. The Tenant shall not use the Conduits within or serving the Property:
		1. for any purpose other than that for which they are designed; or
		2. so as to exceed the capacity for which they are designed.
	3. Except for the Equipment, the Tenant shall not install in the Property any machinery or equipment or other appliance or apparatus of any description except with Consent (which shall not be unreasonably withheld for any items used in connection with the Permitted Use) and shall upgrade any such apparatus from time to time to ensure that it complies with all Applicable Laws.
	4. The Tenant shall not install any equipment or apparatus on the Property which in the absolute discretion of the Landlord may constitute a hazard or interference to shipping or navigation.
	5. Any works carried out at any time by the Tenant shall be in accordance with the Landlord’s contractor guidelines as published from time to time.
2. Rights and Easements
	1. Subject to the Rights granted in Schedule 2, the Tenant shall not grant to any third party any rights of any nature over the Property (except as permitted under Paragraph 6 of this Schedule 5).
	2. The Tenant shall not do or omit to do anything whereby any right of prescription may arise against the Landlord.
3. Entry by Landlord
	1. Upon reasonable prior written notice (except in emergency when no notice need be given) the Tenant shall permit the Landlord and those authorised by it at all times to enter (and remain for as little time as is reasonable possible on) the Property for the purpose of:
		1. exercising the rights reserved by Schedule 3;
		2. inspecting the Property for any purpose;
		3. making surveys or drawings of the Property;
		4. complying with the Landlord’s obligations under this Lease or any Applicable Law; or
		5. carrying out works which are the responsibility of the Tenant under this Lease but which the Tenant has failed to do.
4. Costs
	1. The Tenant shall pay to the Landlord on demand all fees costs expenses losses and liabilities incurred by the Landlord as a result of or in connection with:
		1. any breach by the Tenant of any of its covenants or obligations in this Lease and/or the enforcement of those covenants and obligations by the Landlord;
		2. any application for Consent under this Lease whether or not that Consent is refused or the application is withdrawn;
		3. the service of any notice under section 146 or 147 Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;
		4. the service of any notice under Paragraph 4.4 or any schedule of dilapidations served during the Term or within six months after Determination;
		5. abating a nuisance which the Tenant fails to abate.
5. Indemnity
	1. The Tenant irrevocably and unconditionally agrees to indemnify the Landlord in full and on demand and hold harmless and keep the Landlord so indemnified against all actions, proceedings, claims and demands brought or made and all losses, damages, costs, expenses and liabilities incurred, suffered or incurred by the Landlord in respect of or otherwise in connection with:
		1. the state of repair and condition of the Property;
		2. any Contamination cause by the Tenant or Environmental Damage caused by the Tenant;
		3. any act, neglect or default of :
6. the Tenant; or
7. anyone deriving title through or under the Tenant; or
8. any contractors, sub-contractors agents or any other person at the Property with the express or implied authority of the Tenant; or
	* 1. any breach of the Tenant’s covenants or obligations in this Lease.
		2. Provided that such indemnity will be subject to the following:
9. the Landlord shall as soon as reasonably practicable notify the Tenant of any actions, proceedings, claims and demands brought or made against the Landlord and will not compound or settle or admit the same without the Tenant's consent (such consent not to be unreasonably withheld or delayed) and the Tenant shall be entitled at its own cost to defend such actions, proceedings, claims and demands;
10. the Tenant shall not be liable to indemnify the Landlord for loss, damage, actions, proceedings, claims, demands, costs and expenses arising directly from any negligence, contributory negligence or wilful act or default of the Landlord, its agents, employees, contractor or any other person on the Property with the actual or implied authority of any of the Landlord (for the avoidance of doubt this shall include the general public parking on the Property or connecting into and using the Equipment) and nothing in this Lease shall restrict or interfere with the Tenant's rights against the Landlord or any other person in respect of contributory negligence;
11. the Landlord shall take such steps as may reasonably be expected to mitigate any losses or damage it may suffer arising as a result of any actions, proceedings, claims or demands referred to in this clause;
12. the maximum aggregate liability of the Tenant for all claims in terms of this Lease shall be £10,000,000 provided always that the Tenant shall not seek to limit its liability in respect of personal injury and/or death resulting from its negligence or the negligence of any of its officers, employees, agents and/or sub-contractors; and
13. the Tenant shall have no liability for any claims for economic or consequential losses or any indirect loss or damage.
14. Yielding up on Determination
	1. On Determination the Tenant shall, if having received prior written notice from the Landlord to do so, within 1 month of Determination yield up the Property to the Landlord

with vacant possession in a state of repair and condition which is consistent with the proper performance of the Tenant’s covenants in this Lease and having fully complied with the requirements of the Competent Authority in respect of the Property.

* 1. If following expiry of 1 month from Determination the Tenant leaves any fixtures fittings or other items in the Property, the Landlord may treat them as having been abandoned and may remove destroy or dispose of them as the Landlord wishes and the Tenant shall pay to the Landlord on demand the reasonable and properly incurred cost of this from the date of demand to the date of payment and indemnify the Landlord against any and all resulting liability.
	2. Subject to clause 13.1 the Tenant shall remove all buildings erections and works build on the Property (which for the avoidance of doubt shall not apply to below the Property) (whether or not constructed or placed on the Property in performance of a covenant with or obligation owed to the Landlord) and shall reinstate all alterations additions or improvements made to the Property and all Signs erected at the Property at any time during the Term and where this involves the disconnection of Conduits the Tenant shall ensure that the disconnection is carried out properly and safely and that the Conduits are suitably sealed off or capped and left in a safe condition so as not to interfere with the continued functioning of the Conduits elsewhere.
	3. The Tenant shall make good any damage caused to the Property in complying with Paragraph 13.3 and shall carry out all relevant works (including the making good of damage) to the reasonable satisfaction of the Landlord.
1. Title Matters
	1. The Tenant shall observe and perform all covenants arising from the Title Matters so far as they affect the Property and/or rights granted by this Lease and are still subsisting.
2. Adjoining Property
	1. Subject to the planning permission not being for the Permitted Use, the Tenant shall not itself or through any company in which the Tenant has a controlling interest oppose or object to any application by the Landlord for planning permission on any property adjoining or neighbouring the Property in which the Landlord has an interest.
3. Registration
	1. If it is necessary to register the grant or any transfer of this Lease the Tenant shall as soon as reasonably practicable comply with the relevant registration requirements of the Land Registry in accordance with Paragraph 16.3.
	2. On Determination the Tenant shall as soon as reasonably practicable cancel all registrations or entries at the Land Registry in respect of this Lease in accordance with Paragraph 16.3.
	3. The Tenant shall:
		1. promptly make the relevant application to the Land Registry;
		2. ensure that any requisitions raised by the Land Registry in connection with that application are dealt with promptly and properly; and
		3. within one month of completion of the registration or cancellation send the Landlord official copies of its title.
		4. indemnify and keep indemnified the party who originally granted this Lease and any party for the time being entitled to the reversion immediately expectant on the Determination from liability suffered or properly incurred by that party due to the failure of the Tenant to register this Lease.

# SCHEDULE 6 LANDLORD’S COVENANTS

**Quiet Enjoyment**

* 1. If the Tenant observes and performs the Tenant’s covenants and obligations in this Lease the Tenant may peaceably hold and enjoy the Property during the Term without any interruption or disturbance from or by the Landlord or any person claiming through under or in trust for the Landlord except as permitted by this Lease provided always that the carrying on by the Landlord of its undertaking as owner and operator in exercise of its powers and subject to its statutory and common law obligations shall be deemed not to be in breach of this covenant and not to be in derogation from the Landlord’s grant.
	2. In order to permit the installation and use of electricity or telecommunication lines connecting the Equipment to the Landlord’s Supply, the Grid or relevant telecommunications system and where necessary the Landlord will, at the Tenant's cost, enter into wayleave agreements or such other agreements as required in respect of the Property in such terms as may reasonably be required by the regional electricity company or telecommunications company (or other relevant company or authority). The Landlord shall use reasonable endeavours to procure that any mortgagee or chargee (and any tenant of the Landlord) enters into or consents to the granting of such agreements.
	3. Not to grant any rights to any third party (including but not limited to the creation of any new tenancies) nor otherwise deal in any way which may materially interfere with the construction, operation and maintenance of the Equipment or the Tenant's use and enjoyment of the Property for the Permitted Use or the exercise of the rights granted to the Tenant by this Lease.
	4. For the Term to maintain the Landlord’s Supply to the Property and to do all things reasonably necessary to ensure that such Landlord’s Supply is not disconnected and to maintain and keep in good repair and condition the Conduits which serve the Property and/or Equipment .
	5. to keep in repair the access roads and party walls, boundaries, structures, Conduits and other areas and things which are used in common by the Property and any other property.
	6. For the period from and including the end of the first three years of the Term, the Landlord shall keep the Equipment in a clean, tidy and safe condition and free from Contamination and shall keep all Equipment situated on the Property properly painted and decorated.

# SCHEDULE 7 SITE PREPARATION WORKS

1. The installation of such services and the carrying out of all works as may be necessary to comply with statutory requirements and to make the Property suitable for the Permitted Use.
2. The Tenant shall follow the Landlord’s contractor guidelines for installation of the equipment, including providing a detailed Risk Assessment & Method Statement

# SCHEDULE 8 EQUIPMENT

PodPoint 7KW Twin as in the specification annexed hereto

# In this Schedule:

# SCHEDULE 9 - ANNUAL RENT

"**Accounting Period**" means the three month period ending on 31 March, 30 June, 30 September and 31 December in each year of the Term

"**Certificate**" means a certificate issued (if applicable) by the Tenant’s accountants certifying the amount of Operating Profits derived from the Equipment during the preceding Accounting Period.

**"Commissioned"** means all of the electric charging points comprising the Equipment and been commissioned to supply electricity for sale.

**“EV Price”** means the price received by the Tenant, inclusive of any VAT, for the sale of electricity to end users from the Equipment.

**“Operating Costs”** means operator fees, insurance, warranty and software costs where applicable

"**Operating Profits**" calculated using the following formula:

**(A-B-C)**, where:

**“A” =** EV Price for the Accounting Period

**“B” =** Electricity Price for the Accounting Period,

**“C”** = Operating Costs for the Accounting Period

"**Electricity Price**" means the price of supplied electricity from the Landlord to the equipment (which for the avoidance of doubt shall include any standing charges).

**Rent Payment Date**: one month following the end of each Accounting Period.

# Diagram showing the relationship and transfer of monies between the EV driver using the Equipment, the Tenant and The Landlord:

EV driver charges vehicle at the Equipment, paying the Tenant for electricity used

The Landlord supplies electricity to the Equipment

The Tenant reimburses the Landlord 50% of Operating Profits

38

# Annual Rent

* 1. From the date of this Lease the Tenant shall pay the Annual Rent quarterly in arrears on the Rent Payment Date (which shall be paid pro rata for any period less than 3 months).
	2. The Annual Rent is calculated as 50% of the Operating Profits, with the other 50% being retained by the Tenant.
	3. The Tenant shall provide the Certificate to the Landlord within one month of the end of every Accounting Period and the Tenant shall provide such supporting information as is reasonably necessary to verify the Certificate including access to any accounts (including on-line accounts) subject to that information being confidential to the parties provided that the Tenant shall not be obliged to supply any information which might in its reasonable opinion be sensitive to its business or the commercial operation of the Equipment provided that sufficient information is provided to enable the Landlord to verify the Certificate.
	4. Until the relevant Certificate has been provided the Tenant shall calculate and pay the Annual Rent on the basis of a reasonable and proper assessment of the Operating Profits for the period up to the relevant Rent Payment Date taking into account all available information at the time (including a reasonable and proper estimate of the Operating Profits where it cannot be assessed) .
	5. As soon as reasonably practicable following provision of the Certificate:
		1. If the Annual Rent due in accordance with the Certificate is greater than the assessed Annual Rent paid on the Rent Payment Date up to the provision of the Certificate, the Tenant shall pay the difference (if any) to the Landlord;
		2. If the Annual Rent due in accordance with the Certificate is less than the assessed Annual Rent paid on the Rent Payment Date up to the provision of the Certificate, the Landlord shall give credit for such overpayment against the next instalment of the Annual Rent by the Tenant.

39

|  |  |
| --- | --- |
| Executed as a deed by THE LANDLORD acting by a director,in the presence of:………………………………………………..Signature of witness…………………………………………………Name of witness (in BLOCK CAPITALS)…………………………………………………………………………………………………………………………………………………………………………Address of witness | ……………………………Signature of Director……………………………Name of Director (in BLOCK CAPITALS) |

**Executed** as a deed by The Tenant acting by *[*

*]*,

a director and *[ ]*

a director

…………………………………………… Director

…………………………………………… Director