

DATED

2nd October -----2024

LEASE

relating to

land to west of The Graylings Carlton Colville Lowestoft Suffolk

between

East Suffolk Council

and

Carlton Colville Town Council

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SCHEDULE

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LR1. Date of lease 2nd OCTOBER

2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

SK114257

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

East Suffolk Council of East Suffolk House Riduna Park Station Road Melton Suffolk IP12 1RT

Tenant

Carlton Colville Town Council of Town Hall Office, Carlton Colville Community Centre, Hall Road, Lowestoft NR33 8BT

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 specified in the definition of "Contractual Term" in clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None

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

✓ The easements set out in ~~Error! Bookmark not defined.~~ ^{Clause} 4 to this lease are reserved over the Property for the benefit of other property

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

None.

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

~~[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].]~~



Handwritten mark resembling a stylized 'd' or a signature.

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This lease is dated 2nd OCTOBER 2024

HM Land Registry

Title number: SK114257

Administrative area: East Suffolk

Parties

- (1) East Suffolk Council of East Suffolk House Riduna Park Station Road Melton Suffolk IP12 1RT
(Landlord)
- (2) Carlton Colville Town Council of Town Hall Office Carlton Colville Community Centre Hall Road
Lowestoft NR33 8BT (Tenant)

Agreed terms

1. Interpretation

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

1.1 Definitions:

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;
- b) 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;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- 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 winding-up order in respect of the Tenant;

- g) the striking-off of the Tenant from the Register of Companies;
- h) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);
- i) the making of a bankruptcy order against the Tenant;
- j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Tenant or
- k) 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.

Annual Rent: rent at the rate of £1 per annum which shall be exclusive of any VAT properly chargeable on it (if demanded)

Contractual Term: a term of years beginning on, and including the date of this lease and ending on, and including 1st OCTOBER 2049.

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

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

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: as a public open space and community orchard only

Plan: the plan attached to this lease marked "Plan".

Property: the land at The Graylings Carlton Colville being the land comprised in title number SK114257 and shown coloured Green on the Plan.

Rent Payment Dates: payable in advance on 1st January in each year of the Term or proportional for part term periods if demanded

Schedule of Condition: the photographic schedule signed by the parties annexed to this lease at Schedule 3 and marked "Schedule of Condition".

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.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the register of title number SK114257.

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 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.9 Unless otherwise specified, a reference to legislation or a legislative 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.
- 1.10 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.
- 1.11 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.
- 1.12 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.

- 1.13 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.14 A reference to **writing** and **written** excludes fax and email.
- 1.15 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.
- 1.16 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.17 The Schedule form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules
- 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.
- 1.22 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

- 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 The Landlord grants the Tenant the following right (the **Right**):
- (a) the right to use any Service Media that belong to the Landlord and serve the Property
- 3.2 The Right is granted in common with the Landlord and any other person authorised by the Landlord and subject to the Tenant complying with the content of clause 6.3
- 3.3 The Tenant shall exercise the Right 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.
- 3.4 The Tenant shall comply with all laws and legislation relating to the Right including Planning Acts and all reasonable regulations in connection with the exercise of the Right.
- 3.5 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

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 the Property which are in existence at the date of this lease, or which are installed or constructed during the term
 - (b) the right to enter into any new wayleave agreement, easement, contract or licence that may affect the Property along with the right to authorise agents of the grantee to enter the Property with or without vehicles, plant and machinery and carry out works on the Property, at the grantee's or Landlord's cost, which may be required under those agreements and the right to receive the rents or other payments due under any current or future wayleave agreement, easement, contract or licence relating to the Property;
 - (c) (c) the right to fix to, and keep at, the Property any sale or re-letting board as the Landlord reasonably requires;
 - (d) 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;

- 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 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. Third Party Rights

- 5.1 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.
- 5.2 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.

6. Annual Rent and other payments

- 6.1 The Tenant shall pay the Annual Rent and any VAT (if demanded) on or before the Rent Payment Date
- 6.2 Payments of Annual Rent and any VAT in respect of it shall be made by banker's standing order or by any other method that the Landlord reasonably requires at any time by giving notice to the Tenant.
- 6.3 The Tenant shall pay all costs in connection with the supply and removal of all electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

- 6.4 The Tenant shall pay all present and future rates, taxes and other impositions and outgoings payable at any time during the term in respect of the Property, 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) payable by the Landlord by reason of the receipt of any of the rents due under this lease.
- 6.5 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 of the amount payable.
- 6.6 The Tenant shall pay all costs arising in connection with the obtaining of any consent in relation to the Tenants occupation of the Property under this lease.
- 6.7 The Tenant shall pay the costs and expenses (assessed on a full indemnity basis) of the Landlord, including any solicitors' or other professionals' costs and expenses and whether incurred during or after the end of the term, in connection with the enforcement of the tenant covenants of this lease and with any consent applied for in connection with this lease and the preparing and serving of 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.
- 6.8 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due and following formal demanded, 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.
- 6.9 The Annual Rent (if demanded) 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).
- 6.10 The Tenant shall pay the Landlords reasonable costs in connection with the granting of this lease to be capped at £750 (exclusive of Vat if chargeable)

7. Common items

- 7.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land including any costs for consumption of all and any services that are directly attributable to the use of the Property

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

8. Insurance

- (a) To indemnify and keep indemnified the Landlord its officers servants and agents from and against all actions costs claims demands proceedings losses and expenses whatsoever that may be sustained by them and arising out of or incidental to the exercise of this Lease and to maintain public liability insurance to a minimum cover of £10,000,000.00 (Ten Million Pounds) for any one event or series of events arising from the same cause and to produce the policy and renewal receipts to the Landlord on demand (but not more than once in any twelve month period)
- (b) The Tenant shall at its own expense from the Commencement Date take out and maintain throughout the Term adequate employers liability insurance in the sum of £10,000,000.00 (Ten Million Pounds) for any one event or series of events and shall provide the Landlord with a copy of the policy and the receipt or other evidence of payment for the last premium paid on demand (but not more than once in any twelve month period).

9. VAT

- 9.1 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.
- 9.2 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.

10. Use, repairs and alterations

- 10.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 10.2 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 or nuisance to the Landlord, any other tenants of the Landlord or any other owner or occupier of neighbouring property;
 - (b) obstruct any public road, footpath, right of way or any means of access to the Property;

- (c) remove any topsoil, turf, stone or gravel from the Property unless required to facilitate the planting of fruit trees to create an orchard on part of the Property;
 - or
 - (d) without the Landlord's prior written approval, cut, lop, fell or remove any trees or hedges on the Property unless the trees being removed are damaged or diseased trees planted so as create the Orchard
- 10.3 The Tenant shall keep the Property at all times and, at the end of the term, leave the Property, clean, tidy and clear of rubbish and shall keep and leave clean and in good order and condition and free from obstruction all Service Media on the Property, but the Tenant is not obliged to put the Property in any better state of repair than it was at the date of this lease as evidenced by the Schedule of Condition.
- 10.4 The Tenant shall accept the condition of the Property at the time of entering into this lease but shall maintain it in accordance with clause 10.3.
- 10.5 The Tenant shall ensure that all boundary structures along the boundaries of the Property are maintained in a good state of repair and condition and will maintain the Property in a clean and tidy condition throughout the Term to the reasonable satisfaction of the Landlord.
- 10.6 The Landlord may enter the Property to inspect its condition and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition of the Property. The Tenant shall carry out and complete any works needed to remedy that breach within the time reasonably required by the Landlord, in default of which the Landlord may enter the Property and carry out the works needed. The costs incurred by the Landlord in carrying out any works pursuant to this clause 10.6 (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. Any action taken by the Landlord pursuant to this clause 10.6 shall be without prejudice to the Landlord's other rights, including those under clause 17.
- 10.7 The Tenant shall not:
 - (a) damage or make any opening in the boundary structure of the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed;
 - (b) install, replace or re-route any Service Media on the Property without the Landlord's prior written consent, such consent not to be unreasonably withheld or delayed; or
 - (c) make any alteration or addition to the Property or install or erect any equipment, buildings or other structures on the Property without the Landlord's prior written consent and the Tenant shall, at the Landlord's request and at the Tenant's cost, remove the Tenant's installations and erections at the end of the term and make good any damage caused to the Property by that removal.

11. Signage

The Tenant shall not erect any signage on the Property with the exception of appropriately sized signs related to the Permitted Use subject to obtaining the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed)

12. Aerials

The Tenant shall not erect any aerials or masts on the Property

13. Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

14. Compliance with laws

14.1 The Tenant shall comply with all laws and statutes relating to:

- (a) the Property and the occupation and use of the Property by the Tenant;
- (b) the use of all Service Media at or serving the Property;
- (c) any works carried out at the Property;
- (d) all materials kept at or disposed of from the Property and
- (e) must obtain all statutory consents required in relation to the occupation for the Permitted Use.

14.2 Within ten working days after receipt of any notice, order, direction or other formal communication affecting the Property or the Landlord's interest in the Property (and whether or not served pursuant to any law), the Tenant shall:

- (a) inform the Landlord and allow the Landlord to copy the relevant document; and
- (b) take all steps necessary to comply with the communication and take any other action in connection with it as the Landlord may reasonably require.

14.3 The Tenant shall not apply for any planning permission for the Property without the Landlord's consent.

15. Prohibition of dealings (Assignments and Sublettings)

15.1 Assignments

15.1.1 The Tenant may (only in relation to the whole of the Property) assign the whole to an Assignee who has similar aims and objectives as the Tenant with the Landlords prior written consent (not to be unreasonably withheld or delayed).

15.1.2 The Tenant shall not (in relation to part only) assign, charge, part with or share possession or share occupation of this lease or the Property or 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 hold the lease on trust for any person (except by reason only of joint legal ownership), or grant any right or licence over the Property in favour of any third party.

15.2 Sublettings

15.2.1 The Tenant may (only in relation to the whole of the Property) sublet the whole of the Property to a subtenant who has similar aims and objectives as the Tenant with the Landlords prior written consent (not to be unreasonably withheld). Any subletting must be by way of a letting which is contracted out of the provisions of the Landlord and Tenant Act 1954 and shall be on similar terms to this lease.

15.2.2 The Tenant shall not (in relation to part only), underlet, charge, part with or share possession or share occupation of this lease or the Property or sublet, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, or grant any right or licence over the Property in favour of any third party.

16. Returning the Property to the Landlord

16.1 At the end of the term, the Tenant shall return the Property to the Landlord in the repair and condition required by this lease and remove from the Property all chattels belonging to or used by the Tenant.

16.2 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels, fittings or items it has fixed to the Property and which have been left by the Tenant on the Property for more than fourteen working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

17. 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) suffered or incurred by the Landlord arising out of or in connection with:

- i. the use of the Property in connection with the Permitted Use;
- ii. the Tenant's occupation of the Property;
- iii. any breach of any tenant covenants in this lease; or
- iv. any act or omission of the Tenant or any other person on the Property with the Tenant's actual or implied authority.

18. Landlord's covenant for quiet enjoyment

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.

19. Re-entry and forfeiture

- a. 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:
 - i. any rent is unpaid 21 days after becoming payable only if the rent has been formally demanded;
 - ii. any breach of any condition or tenant covenant of this lease; or
 - iii. an Act of Insolvency
- b. 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.

20. Entire agreement

This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

21. Notices, consents and approvals

- a. 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:
 - i. in writing and for the purposes of this clause an email is not in writing; and
 - ii. 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.
- b. If a notice complies with the criteria in clause 16a, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:
 - i. if delivered by hand, at the time the notice is left at the proper address; or
 - ii. if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- c. 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.
- d. Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- e. Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:
 - i. it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - ii. 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.

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:

- i. the approval is being given in a case of emergency; or
 - ii. this lease expressly states that the approval need not be in writing.
- iiii. 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.

22. 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.

23. 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 and Wales.

24. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales 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).

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

a. The parties confirm that:

i. the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, not less than 14 days before this lease was entered into;

ii. CLARE VARELA and RACHAEL ARMOTT who were duly authorised by the Tenant to do so made a

statutory declaration dated 24th MAY 2024 in accordance with the

requirements of section 38A(3)(b) of the LTA 1954 ; and

iii. there is no agreement for lease to which this lease gives effect.

b. 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 Schedule of Condition

Photographs 29 October 2020 – Open Space between Wannock Close and The Graylings, Carlton Colville

1 Looking north along ESC land



2 Play area(fenced), ESC land to west (left) of play area



2

3 Looking west (south west corner of ESC land)



4 Looking west (toward 18 – 20 Wannock Close, in background)



2

5 Looking north, area west (left) of play area inc Wannock Close entrance



6 Looking south from north corner (ESC land to extreme west/right)



Cy

7 Looking south from north corner (ESC land middle area, west/right of play area fencing)



8 Looking south from north corner (ESC land to west/right)



6

10 Looking east (entrance from The Graylings)



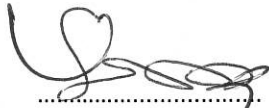
U

9 Looking west (entrance from Wannock Close)



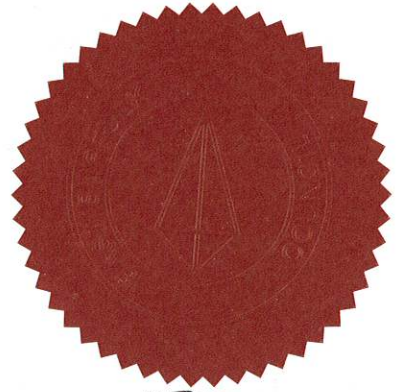
9

Executed as a deed by EAST
SUFFOLK COUNCIL by affixing its
Common seal in the presence of
an authorised signatory:



Authorised Signatory

LAUREN FOLLOP
(LAUREN)



1332

Executed as a deed by CARLTON
COLVILLE TOWN COUNCIL acting
by two members

.....
Rachael Arnott

Chairperson

.....
Clare Varela

Vice Chairperson

