

**Dated**

**2021**

---

**Lyme Regis Town Council (1)**

**- and -**

**Lyme Regis Power Boat Club (2)**

# **L e a s e**

relating to

**The Site adjoining the Foreshore at  
Monmouth Beach  
Lyme Regis  
Dorset**

**KITSON  
&  
TROTMAN**  
SOLICITORS

**The Champions  
Beaminster  
Dorset  
DT8 3AN**

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Ref: JH.jh.L00417159**

**H M LAND REGISTRY**  
**PRESCRIBED LEASE CLAUSES**

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

**LR1. Date of lease**

**LR2. Title number(s)**

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

*Title number(s) out of which this lease is granted. Leave blank if not registered.*

DT366644

**LR2.2 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 and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.*

**Landlord**

**Lyme Regis Town Council** of Town Council Offices Guildhall Cottage Church Street Lyme Regis DT7 3BS (**'the Council'**)

**Tenant**

**Christopher Alford** of

and **Patrick Carter** of

**('the Tenant')**

**Other parties**

*Specify capacity of each party, for example "management company", "guarantor", etc.*

None

**LR4. Property**

*Insert a full description of the land being leased*

*or*

*Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

*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.*

**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.**

Leasehold premises being **Land at Monmouth Beach Monmouth Beach Lyme Regis Dorset** shown outlined in red on the Plan as more particularly described in the Previous Lease

**LR5. Prescribed statements etc.**

*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.*

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

**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:**

*Leasehold Reform Act 1967*

*Housing Act 1985*

*Housing Act 1988*

*Housing Act 1996*

Not applicable

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

*Include only the appropriate statement (duly completed) from the three 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.*

From and including 2021

To and including 2036

**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**

None

**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 schedule in this lease which contains the provisions.*

None

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

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

See clause 4 of this Lease

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

See clause 5 of this Lease

**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.*

Not applicable

**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 us 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.*

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

Not applicable

**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.*

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

OR

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

OR

The Tenant is more than one person. They are to hold the Property on trust *Complete as necessary*

**IMPORTANT:** this Lease is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE TO you. If you do not understand this Lease or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, other legal advisor or surveyor.

**THIS LEASE** is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clauses LR1 to LR14

**OPERATIVE PROVISIONS:**

**1 Definitions**

The following definitions apply in this lease:

|                       |   |
|-----------------------|---|
| <b>Legislation</b>    | all legislation in force in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye-laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction, and any approved codes of practice issued by or with the authority of a statutory body; |
| <b>Members</b>        | the members of Lyme Regis Power Boat Club;  |
| <b>Permitted Use</b>  | use as a Licensed Members Club (including use as a restaurant and bar for Members) and for the holding of events, including but not exclusively parties and weddings ; and<br><br>during the period from 01 October to 01 April only use for the storage of boats within the parking areas on the Property  |
| <b>Plan</b>           | the plan attached to this Lease;  |
| <b>Previous Lease</b> | the lease of the Property dated 01 June 1988 made between (1) the Council and (2) the Tenant;   |
| <b>Property</b>       | the leasehold premises being <b>Land at Monmouth Beach Monmouth Beach Lyme Regis Dorset</b> shown outlined in red   |

on the Plan as more particularly described in the previous Lease and being part of the land registered at HM Land Registry with title number DT366644;

|                      |   |
|----------------------|---|
| <b>Rent</b>          | £15,500.00 per annum subject to review in accordance with the Schedule;   |
| <b>RICS</b>          | The Royal Institution of Chartered Surveyors;   |
| <b>Service Media</b> | all conduits and equipment used for the reception, generation, passage and/or storage of Utilities;   |
| <b>Utilities</b>     | electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities serving or consumed at the Property; |
| <b>VAT</b>           | value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT).                       |

## **2 Interpretation**

In this Lease:

- 2.1 the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';
- 2.2 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 2.3 an obligation not to do something includes an obligation not to cause or allow that thing to be done;
- 2.4 obligations owed by or to more than one person are owed by or to them jointly and severally;
- 2.5 references to the 'end of the Term' are to its expiry or sooner determination (however it happens);
- 2.6 references to any adjoining property of the Council include any property adjoining or near the Property owned, leased or occupied by the Council from time to time;
- 2.7 unless otherwise stated, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted, and all subordinate legislation made under it from time to time.

### **3 Lease of Property**

The Council demises unto the Tenant the Property TOGETHER WITH the rights granted by clause 4 EXCEPT and RESERVING the rights in clause 5 SUBJECT TO the terms, conditions and covenants of this Lease for the Term paying therefor the Rent

### **4 Rights granted**

#### **4.1 The right:**

4.1.1 to connect into and use the Service Media serving the Property and in respect of any such connection subject to the Tenant:

- (a) agreeing the location of the connection with the Council or the Council's agent in writing;
- (b) obtaining all necessary consents from the relevant authorities and statutory undertakers and producing copies of such consents to the Council or the Council's agent on request;
- (c) all works being completed in a good and workmanlike manner to the satisfaction of the Council or the Council's agent; and
- (d) the Tenant making good all damage caused or paying the costs of the Council making good if the Tenant is in default of this obligation;

4.1.2 for Members and bona fide visitors to the Lyme Regis Power Boat Club at all times and for all purposes to and from the Property from the public highway (in common with the Council and all other persons having a similar right) over the routes designated from time to time by the Council (acting reasonably) over such parts of the Council's land and property at Monmouth Beach as is reasonably necessary.

4.1.3 all rights of support from any adjoining or neighbouring property that exist at the at the commencement of the Term

4.2 Nothing contained or referred to in this Lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

### **5 Rights excepted and reserved**

#### **5.1 The following rights are excepted and reserved:**

5.1.1 the right to build on, or carry out works to (including demolition, alteration, construction or redevelopment), any adjoining or neighbouring property, or to consent to such building or carrying out of works save that the Council shall take all reasonable steps to minimize any material interference to the Tenant and the Tenants use and enjoyment of the Property in the exercise of this right;

5.1.2 the right to use and make connections to the Service Media forming part of the Property which serve, or are capable of serving, other property;

5.1.3 the right to enter the Property subject to giving prior written notice in advance (except in an emergency when no notice need be given) to inspect its state and condition;

5.1.4 the exclusive right to all treasure and archaeological artefacts discovered on the Property;



- 5.1.5 all rights of support enjoyed by any adjoining or neighbouring property;
- 5.1.6 the right subject to giving prior written notice of not less than 72 hours (save in an emergency when no notice need be given) to enter the Property to exercise any right excepted and reserved by this Lease, or for any other reasonable purpose connected with this Lease or with the Council's interest in the Property or any adjoining or neighbouring property of the Council;
- 5.1.7 all public rights of way and any third party rights;
- 5.2 The rights excepted and reserved by this Lease are excepted and reserved to the Council and any superior landlord or mortgagee, and may be exercised by anyone authorised by the Council or a superior landlord.
- 5.3 The right excepted and reserved by clause 5.1.7 are for use by the Council and the general public

## **6 Tenant's covenants**

The Tenant covenants with the Council as follows:

### **6.1 Tenant's payments to the Council**

- 6.1.1 The Tenant covenants to pay to the Council:
  - (a) the Rent by equal quarterly payments in advance on 01 March, 01 June, 01 September and 01 December in each year;
  - (b) making the first payment on the date of this lease for the period from the date of this to 31 August 2021
- 6.1.2 To pay and indemnify the Council against all present and future rates, duties and assessments, charges, liabilities charged on or payable in respect of the use of the Property, the Service Media serving the Property, the supply of any Utilities to the Property (if applicable) (except any tax imposed on the Council in respect of the receipt of rents reserved by this Lease or any dealing with or disposition of the Council's interest in the Property).
- 6.1.3 To pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with any steps taken in contemplation of, or in relation to:
  - (a) any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, even if forfeiture is avoided (unless it is avoided by relief granted by the court);
  - (b) the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease;
  - (c) any application for a consent or approval of the Landlord (including the preparation of any documents) needed under this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).
- 6.1.4 Not to make any deductions or set-off from any payments due to the Council.

**6.2 Tenant's responsibility for the state and condition of the Property**

To keep the club house at the Property constructed pursuant to the Previous Lease ("**Club House**") and the paved areas surrounding it in a tenatable state of maintenance and repair.

**6.3 No new buildings/erections**

Not without the consent of the Council such consent not to be unreasonably withheld or delayed to erect any other buildings on the Property other than the Club House.

**6.4 Use**

To use the Property only for the Permitted Use.

**6.5 Dealings**

Not to assign underlet or part with the possession of the Property or any part of it save as expressly permitted by this Lease

**6.6 Rubbish etc**

At all times to keep the Property tidy and free from rubbish and to prevent the exterior becoming unsightly

**6.7 Not to obstruct**

Not to obstruct the roadways leading to and serving the Property.

**6.8 Stationing of boats trailers or dinghies**

Not to park any boats trailers or dinghies on the Property other than during the period from 01 October to 01 April only.

**6.9 Launching of craft**

6.9.1 Not to permit Members to launch or recover craft from the beach in front of the Property;

6.9.2 Not to permit Members or other persons to launch craft from the Property.

**6.10 Insurance**

To insure the Club House and property against fire flood storm and subsidence to the full value of the same and three years' Rent from time to time.

**6.11 Nuisance**

Not to permit the Property to be used in such a way as to cause a nuisance to the Council or the lessees or tenants of adjoining premises.

## **6.12 Legislation**

The Tenant must comply with all Legislation affecting the Property.

## **6.13 Yielding up**

At the end or earlier determination of the Term and unless the Council waives this requirement in writing to remove the Club House and any other building erected on the property and to reinstate the site and deliver up the same as in its condition at the commencement of the Previous Lease.

## **7 Quiet enjoyment**

The Council covenants with the Tenant that providing that the Tenant pays the Rent and performing and observing the several covenants on its part the Tenant may peaceably enjoy the Property during the Term without any interruption by the Council or any person claiming under the Council.

## **8 Forfeiture**

The Council is entitled to re-enter the Property and forfeit this Lease immediately if:

- 8.1 any Rent is unpaid 21 days after becoming payable under this Lease (whether or not formally demanded);
- 8.2 any material tenant obligation on the Tenant's part in this Lease shall not be observed or performed;
- 8.3 anyone takes any step whatsoever towards insolvency of the Tenant; or
- 8.4 (if the Tenant is a body corporate) the Tenant is dissolved or struck off the register of companies.

## **9 Council's right to remedy defaults by the Tenant**

- 9.1 If the Tenant fails to comply with any of its obligations in this Lease, the Council may give the Tenant written notice of that failure, and the Tenant must remedy it within three months from the notice being given by the Council or such shorter period as the Council may specify in the case of a material failure.
- 9.2 If the Tenant fails to remedy a breach of this Lease within the three month or shorter period pursuant to clause 9.1, the Council may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease, and any costs incurred by the Council will be a debt due from the Tenant and payable on demand.

## **10 No warranty as to use**

Nothing in this Lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this Lease.

**11 Agreements**

All disputes or differences which arise between the parties hereto touching the provisions hereof or the operation or construction hereof shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.

**12 Notices**

Section 196 of the Law of Property Act 1925 as amended by the Recording Delivery Service Act 1962 applies to any notices served under this Lease.

**13 Third parties**

Unless expressly stated, nothing in this Lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

**14 Governing law and jurisdiction**

14.1 This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

14.2 The parties irrevocably agree 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, its subject matter or formation.

**15 Break option**

If the Tenant shall desire to determine the term on 2026 or 2031 ("**Break Date**") and shall give the Council six months' previous notice in writing of such its desire and shall up to the time of determination pay the Rent then on the Break Date this Lease shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of covenant

**IN WITNESS** the parties have executed/signed this lease as a deed on the date specified above

## THE SCHEDULE

### Rent Review

1. The rent payable for the five years from the 2021 and for each succeeding period of five years ("**the relevant period**") shall be such rent as shall be agreed between the parties or in default of such agreement the sum determined under the terms of this Schedule being the current market rental value of the Property at that time and the following provisions of this Schedule shall apply for the purposes of ascertaining the rent for each such period.
2. Unless agreement is reached between the parties six months before the commencement date of the relevant period the Council may require an independent arbitrator ("**the Arbitrator**") to be appointed to determine the current market rental value. The Arbitrator shall be nominated by agreement between the Council and the Tenant or in default of agreement by the President for the time being of the RICS on the application of either party.
3. If the President shall for any reason not be available or be unable to make such appointment at the time of the application the appointment may be made by the Vice-President or next senior officer of the RICS then available and able to make such appointment or if no such officer of the RICS shall be so available and able by such officer of such professional body of surveyors as the Council shall designate any any reference to the President in this Schedule shall be deemed to include a reference to such Vice-President or other officer.
4. Notice in writing of his appointment by the President shall be given by the Arbitrator to the Council and the Tenant inviting each to submit within a specified period (which shall not exceed four weeks) a valuation accompanied if desired by a statement of reasons.
5. The Arbitrator shall act as an arbitrator. He shall consider any valuation and reasons submitted to him within the period but shall not be in any way limited or fettered thereby and shall determine the new rent in accordance with his own judgement and the law and there shall be disregarded:
  - a. The existence of buildings erected with the consent of the Council by the Tenant;
  - b. Other works of improvement carried out with the consent of the Council by the Tenant;
  - c. Any effect on the rent of the fact that the Tenant has been in occupation of the Property.
6. The Arbitrator shall give notice in writing of his decision to the Council and the Tenant within two months of his appointment or within such extended period as the Council may agree.
7. If the Arbitrator comes to the conclusion that the previous current market rental of the Property is less than the rent operative for the period preceding the relevant period of five years ("**the**

**current rent**") the new rent shall nevertheless be the same as the current rent and the decision of the Arbitrator shall so state.

8. If the Arbitrator shall fail to determine the current market rental value and give notice thereof within the time and manner set out in this Schedule or if he shall relinquish his appointment or die or if it shall become apparent that for any reason he will be unable to complete his duties under this Schedule the Council may apply to the President for a substitute to be appointed in his place which procedure may be repeated as many times as may be necessary.
9. The decision of the Arbitrator shall be final on all matters referred to him.
10. Rent shall not be due at the rate of the new rent until after the Tenant has been given such notice thereof as is hereby provided and in the event of the relevant review period of five years starting before such notice has been given to it rent shall continue to be due at the rate of the current rent on each day appointed by this Lease for the payment of rent until the notice is given to it. On the first day after the notice is given to it which is a day appointed by this Lease for the payment of rent there shall fall due for payment the appropriate instalment at the new rent together with by way of additional rent a sum equal to the difference between the rent and the rent actually paid for any part of the relevant period of five years in respect of which a rent less than the new rent has been paid
11. The fees of the Arbitrator shall be shared equally between the Council and the Tenant
12. As respects all period of time referred to in the Schedule time shall be deemed to be of the essence of the contract

**The Common Seal of the  
LYME REGIS TOWN COUNCIL  
was hereunto affixed in the  
presence of the Mayor and a  
councillor:**

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**Mayor**

---

**Councillor**

**Signed as a Deed by the said  
Christopher Alford  
in the presence of:**

Witness signature

Witness name

Witness address

Witness occupation

**Signed as a Deed by the said  
Patrick Carter  
in the presence of:**

Witness signature

Witness name

Witness address

Witness occupation



