



**John Wright  
Town Clerk**

**Lyme Regis Town Council**

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Notice is hereby given of an extraordinary meeting of the Lyme Regis Town Council to be held in the Guildhall, Bridge Street, Lyme Regis, on Wednesday 9 August 2017 at 7pm when the following business is proposed to be transacted:

John Wright  
Town Clerk  
03.08.17

**AGENDA**

**1. Public Forum**

Twenty minutes will be made available for public comment and response in relation to items on this agenda.

*Individuals will be permitted a maximum of three minutes each to address the committee.*

**2. Apologies for absence**

To receive and record any apologies and reasons for absence

**3. Disclosable Pecuniary Interests**

Members are reminded that if they have a Disclosable Pecuniary Interest on their register of interests relating to any item on the agenda they are prevented from participating in any discussion or voting on that matter at the meeting as to do so would amount to a criminal offence. Similarly if you are or become aware of a Disclosable Pecuniary Interest in a matter under consideration at this meeting which is not on your register of interests or is in the process of being added to your register you must disclose such interest at this meeting and register it within 28 days.

**4. Dispensations**

To note the grant of dispensations made by the town clerk in relation to the business of this meeting.

**5. Chalet, Caravan and Day Huts; Licences and Leases**

To inform members of amendments to the heads of terms to the chalet, caravan and day hut licenses/leases which was endorsed by the full council on 14 December 2016 and to allow members to consider entering in to a 25-year lease with chalets owners at Monmouth Beach, Ware Cliff and Bowling Green

**Committee:** Full Council

**Date:** 9 August 2017

**Title:** Chalet, Caravan and Day Huts; Licences and Leases

**Purpose of Report**

To inform members of amendments to the heads of terms to the chalet, caravan and day hut licenses/leases which was endorsed by the full council on 14 December 2016 and to allow members to consider entering in to a 25-year lease with chalets owners at Monmouth Beach, Ware Cliff and Bowling Green

**Recommendation**

- a) Members note amendments to the heads of terms to the chalet, caravan and day hut licenses/leases which was endorsed by the full council on 14 December 2016
- b) Members approve entering in to a 25-year lease, appendix 5A, with the owners of chalets:
  - 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34 Monmouth Beach
  - 1, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 36, 37, 38, 39, 40, 41, 45, 50, 51, 52 & 53 Ware Cliff
  - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24 Bowling Green

The licences for the remaining static caravans, etc. are not documents under seal and, although on fundamentally the same terms and conditions to the leases, do not require individual and specific resolution of the full council

**Background**

1. On 14 December 2016, the full council considered a report, 'Monmouth Beach – Comprehensive Review of Licensing and Management Arrangements'. At that meeting, members considered and endorsed the heads of terms for the licence/lease agreements for the chalets and static caravans at Monmouth Beach.
2. For ease of reference the heads of terms endorsed by the full council on 14 December 2014 are re-stated below:
  - be for a period of no less than 15 years
  - include a rolling break clause operable at three months' notice in the event that:

## AGENDA ITEM 5

- the local planning authority refuses planning permission for the continued use of the site for static caravans, chalets and beach huts
- ground stability issues render the property incapable of occupation or use
- the property is to form part of a larger or more comprehensive development proposal affecting the site
- be for a maximum period of occupation in any calendar year of 10 months (if requested and subject to obtaining any necessary further planning consents in respect of the 11 new chalets at Monmouth Beach)
- be subject to an initial annual fee as set out in the report produced by Alder King and dated 7 December 2016
- be subject to annual review in accordance with RPI, subject to the proviso that there will be no decrease in licence fee in the event of a negative RPI statistic
- be subject to a further independent review on every fifth year of the term, with such review to be undertaken by an agreed 'expert' and subject to arbitration if necessary
- be subject to a premium of 15% in the event that a static caravan or chalet is let primarily for commercial purposes for short breaks to non-family members
- be subject, in the case of the static caravans fronting Monmouth Beach, to the council having the ability to reconfigure the plots and their use, at the council's absolute discretion and subject to planning permission and all other necessary consents having been first obtained. In this case and in the event of any change in plot size, the fee payable will be adjusted accordingly and all associated costs be borne by the council
- be subject to a transfer fee of 5% and 10% for sales to family/non-family members, respectively
- the transfer fee in the event of a property being left by will to a family member on the death of the present licensee to be 0%
- the fee payable being subject to a 'zoning' adjustment, as advised by Alder King in the first instance and thereafter by an independent 'expert' to be agreed, on the following basis:
  - Better than average aspect/view or large site up to +12.5%
  - 'Standard' plot 0%

- Obscured/no sea view or small plot up to -12.5%
  - be subject to transitional arrangements such that where there is a difference between the current 2016 fee and the proposed fee (excluding the RPI element), the change is introduced over a period of three years on the basis that the council is neither worse nor better off in any particular year as a result of the transitional arrangement
  - the licensing arrangements for day huts remain unchanged except that the arrangements for reviewing the annual fee payable be brought into line with those suggested above for static caravans and chalets, i.e., subject to annual review in accordance with RPI, subject to the proviso there will be no decrease in licence fee in the event of a negative RPI statistic and subject to a further independent review on every fifth year of the term with such review to be undertaken by an agreed 'expert' and subject to arbitration if necessary
  - no designated parking
  - optional payment by installments over a maximum period of six months provided by direct debit
3. The meeting also resolved to delegate Cllrs S. Miller and J. Broom to work with officers on the preparation of new longer-term leases or licences.

**Amendments to the heads of terms**

4. The deputy town clerk and representatives of the caravan and chalet owners' residents' association have completed their negotiations on the licences and leases which will govern the relationship between the town council and chalet, caravan and day-hut owners. The appointed solicitors, Stephens Scown, have prepared the final lease and licence agreements
5. The agreements include five amendments to the heads of terms endorsed by the full council on 14 December 2016:
- The lease/licence agreement term has been agreed at 25 years; Stephens Scown advised a lease of 21 years or longer transferred repairing obligations from the town council to the lease holder
  - On the advice of the council's valuers, Alder King, a 15% premium is applied for those who let their chalet/caravan for a cumulative total eight or more weeks in a calendar year. The premium will be charged retrospectively and it will be the responsibility of each individual owner to notify the council of any such letting. Failure to disclose could lead to the termination of the lease
  - The application of transitional arrangements from 2016 fees to proposed fees is removed

- Designated parking is permitted only when the parking area is contained within the chalet/caravan site and no exclusive parking is permitted within the communal areas
  - Because invoices are being sent out late the direct debit payment period for this year will be reduced to three months, i.e. direct debit forms must be returned to the council by 31 August and payments must be made in September, October and November.
6. Officers intend to start issuing licences and lease agreements from 10 August 2017; invoices, together with direct debit mandates will be sent out with these agreements.

**Entering in to a 25-year lease with chalet owners**

7. Because the contractual relationship with chalet owners has moved from a licence to a lease it now constitutes a legal deed and must be authorised by a resolution of the full council and the council's common seal must be applied to each lease agreement.
8. The seal has to be applied by the proper officer in the presence of the council who sign the deed as witnesses.
9. The 25-year leases are for the following chalets:
- 16, 17, 18, 19, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34 Monmouth Beach
  - 1, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 36, 37, 38, 39, 40, 41, 45, 50, 51, 52 & 53 Ware Cliff
  - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24 Bowling Green.

John Wright  
Town clerk  
August 2017

DATED \_\_\_\_\_ 2017

LYME REGIS TOWN COUNCIL

- and -

[ \_\_\_\_\_ ]

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LEASE OF A CHALET

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Curzon House, Southernhay West, Exeter EX1 1RS  
T: 01392 210700 F: 01392 274010 DX: 8305 Exeter W: Stephens-scown.co.uk

Ref: KA/LYME-00004-0001  
Lease – 2017 07 28

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**LR1. Date of lease**

2017

**LR2. Title number(s)**

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

DT366644

**LR2.2 Other title numbers**

None

**LR3. Parties to this lease**

**Landlord**

Lyme Regis Town Council

Town Council Offices, Guildhall Cottage, Church Street, Lyme Regis, Dorset,  
DT7 3BS

**Tenant**

[NAME]

[ADDRESS]

**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 and Schedule 1 to this lease.

**LR5. Prescribed statements etc.**

None.

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

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

**LR7. Premium**

None

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

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

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

None.

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

None.

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

None.

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

None.

**LR11. Easements**

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

The easements granted in clause 3.2 to this lease.

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

The easements reserved in clause 4 to this lease.

**LR12. Estate rentcharge burdening the Property**

None.

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

**The parties to this lease apply to enter the following standard form of restriction against the title of the Property:**

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number DT366644 or their conveyancer that the provisions of Paragraph 10.4(c) of Schedule 2 of a lease dated have been complied with.

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

[DELETE ALL INAPPLICABLE STATEMENTS]

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

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

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

THIS LEASE is dated

Parties:

(1) Lyme Regis Town Council of Town Council Offices, Guildhall Cottage, Church Street, Lyme Regis, Dorset, DT7 3BS (Landlord)

(2) [ ] of [ ] (Tenant).

Operative Provisions:

## 1. INTERPRETATION

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

### 1.1 Definitions:

"Access Way"	The private roadway which is shown coloured blue on the Plan.
"Base Rate"	the base rate from time to time of Barclays Bank PLC.
"Default Interest Rate"	4% above the Base Rate or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.
"Family Member"	the Tenant's spouse, civil partner, parent, child, grandchild, godchild, niece, nephew, aunt, uncle, cousin and the spouse of any of those persons and treating the stepchild of any person as his child or any other person who has been treated by the Tenant as a family member .
"Insured Risks"	fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerals, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Tenant reasonably decides to insure against from time to time and <b>Insured Risk</b> means any one of the Insured Risks.

"Local Planning Authority"	the local planning authority which is currently West Dorset District Council.
"Non Family Member"	anyone who is not a Family Member.
"Occupation Period"	EITHER from and including 1 March each year up to and including 7 November in each year of the Term OR from and including 1 March each year up to or including 7 January (DELETE WHICH DOES NOT APPLY AND INITIAL)
"Open Market Rent Review Date"	means any or all of the following dates where the Landlord exercises his right to review the Rent in this way: 1 March 2021, 1 March 2026, and 1 March 2031, 1 March 2036 and 1 March 2041 of the Term.
"Land"	Monmouth Beach, Lyme Regis, Dorset, DT7 3LH which is a caravan and chalet park with beach huts forming part of title number DT366644 registered at H.M. Land Registry and shown edged green on the Plan.
"Permitted Use"	Holiday, recreational purposes only. The Property is not to be used as someone's main or only residence.
"Plan"	the plan attached to this lease.
"Planning Permission"	the relevant planning permission affecting the Land from time to time, currently the planning permission dated 8 July 2013 under reference number 1/D/13/00631 for a period of 5 years continuing from the expiry of the previous planning permission 1/D/08/000729 subject to conditions.
"Property"	the land and building described in Schedule 1.
"Reinstatement Cost"	the full cost of reinstatement of the Property as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses but in any event for a sum not less than

	£2,000,000.
"Rent"	rent at the initial rate per annum stipulated for the Property in Schedule 4 to this lease and then as revised pursuant to the terms of this lease.
"Rent Payment Dates"	1 March each year, or where the Landlord's prior written consent has been obtained, on 1 March, 1 April, 1 May, 1 June, 1 July and 1 August each year by six equal instalments.
"Reservations"	all of the rights excepted, reserved and granted to the Landlord by this lease.
"Restricted Occupation Period"	EITHER from and including 8 November each year OR from and including 8 January up to and including the 28/29 February of each following year of the Term. DELETE WHICH IS NOT APPLICABLE AND INITIAL. HAVE REGARD TO THE DEFINITION OF THE OCCUPATION PERIOD.
"Rights"	the rights granted by the Landlord to the Tenant in clause 3.
"RPI"	the Retail Prices Index or any official index replacing it.
"RPI Month"	September, in each year of the Term.
"RPI Rent Review Date"	1 March in each year of the Term unless the Landlord exercises his right to review the Rent on an Open Market Rent Review Date
"Service Media"	All media for the supply or removal of heat, smoke, electricity, gas, water, sewage, energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
"Term"	a term of years beginning on 1 March 2017 and ending on a date which is the earlier of, :  (a) 28 February 2042; or  (b) the date when Planning Permission is refused by the Local Planning Authority for the continued use and occupation of the

Land for caravans and chalets and the Landlord has notified the Tenant of this decision; or

- (c) the date when the Land is deemed unsafe for occupation due to ground instability by a recognised, reputable engineering company and the Landlord has notified the Tenant of this decision.

"Third Party Rights"

all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this lease in the property register, proprietorship register and charges register of DT366644.

"Uninsured Risks"

any risk which is either:

- (a) not listed in the definition of Insured Risks; or
- (b) listed in the definition of Insured Risks but which has not been insured by the Tenant because insurance is not available or is not available in the London insurance market on reasonable terms;

but shall not include any risk which is either uninsured or not fully insured due to the application of an exclusion, limitation, condition or excess imposed by the insurer of the Property.

"VAT"

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement 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, 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 the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.5 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.
- 1.6 The expression landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.7 Unless the context otherwise requires, references to the Property are to the whole and any part of it.
- 1.8 Unless the context otherwise requires, any words following the terms 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 term preceding those terms.
- 1.9 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.10 A reference to writing or written notice excludes fax and email.
- 1.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.12 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.13 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.
- 1.14 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.15 A reference to the **end of the term** is to the end of the term however it ends.
- 1.16 The Schedules 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.
- 1.17 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.18 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.

2. **GRANT**

2.1 The Landlord lets the Property with full title guarantee to the Tenant for the Permitted Use during the Occupation Period for the Term.

2.2 The grant is made together with the Rights set out in clause 3, excepting and reserving to the Landlord, the Reservations set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made in consideration of the Tenant covenanting to pay the Landlord the following sums as rent:

2.3.1 the Rent;

2.3.2 all interest payable under this lease; and

2.3.3 all other sums due under this lease.

3. **THE RIGHTS**

3.1 Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, which includes any other chalet, caravan or beach hut on the Land and section 62 of the Law of Property Act 1925 does not apply to this lease.

3.2 The Landlord grants the Tenant the following rights for all purposes connected with the Permitted Use of the Property:

3.2.1 The right for the Tenant and those authorised by them in common with the Landlord and other persons having the same right to pass with or without vehicles over and along the Access Way at all times during the Occupation Period for the Permitted Use and at all times during the Restricted Occupation Period for access only and not for any other purpose.

3.2.2 The right for the Tenant at all times and in common with the Landlord and other persons having the same right to use the Service Media.

3.3 The Rights are granted in so far as the Landlord is able to grant them and in common with the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise such (or similar) rights.

4. **THE RESERVATIONS**

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Land:

4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;

- 4.1.2 the right to use and to connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
- 4.1.3 at any time during the Term, the full and free right to develop the Land and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit;
- 4.1.4 the right to erect scaffolding or any other structure at the Property and attach it to any building or structure on the Property in connection with any of the Reservations. For example, in order to preserve and protect the Property or any part of it or the Land, or any part of it, in the event of ground instability.;
- 4.1.5 the right to erect scaffolding or any other structure in connection with any of the Reservations. For example, in order to preserve and protect the Land or any part of it, in the event of ground instability.;
- 4.1.6 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
- 4.1.7 the right to re-route, connect into, inspect, repair, maintain, alter, renew, replace and remove any Service Media on the Land and serving the Property or re-route any means of access to or egress from the Property across the Land.

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.

- 4.2 The Landlord reserves the right to enter the Property, having given reasonable notice to the Tenant (except in the case of an emergency when no notice is required), with its workers, contractors, agents or professional advisers:
  - 4.2.1 to repair, inspect, alter, renew, remove, maintain or replace any Service Media or structure relating to any of the Reservations;
  - 4.2.2 to inspect its condition and state of repair following which the Landlord may give the Tenant a notice of any breach of any of the Tenant covenants of this lease relating to the condition or repair of the Property;
  - 4.2.3 to carry out any works needed to remedy the breach set out in any notice served under clause 4.2.2 if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice; and
  - 4.2.4 for any other purpose mentioned in or connected with:

- (a) this lease;
- (b) the Reservations; and
- (c) the Landlord's interest in the Property and the Land.

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

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

4.4.1 physical damage to the Property, which they shall make good to the reasonable satisfaction of the Tenant; or

4.4.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

## 5. REVIEW OF THE RENT

5.1 In this clause, the president is the President for the time being of the Royal Institute of Chartered Surveyors or a person acting on his behalf ("the President") and the surveyor is the independent valuer appointed pursuant to clauses 5.8 and 5.9 ("the Surveyor").

5.2 The Rent shall be reviewed in each year on the RPI Rent Review Date (unless the Landlord exercises his right to review the Rent on an Open Market Review Date in accordance with the provisions in clauses 5.6 to 5.17 of the lease) to take into account the percentage increase in RPI over 12 months by reference to the RPI figure published by the Office of National Statistics (or equivalent body) for September of that year. In the event of a percentage decrease, the reviewed Rent shall be the Rent payable immediately before that RPI Rent Review Date (or which would then be payable but for any abatement or suspension of the Rent or restriction on the right to collect it).

5.3 The Landlord shall calculate the reviewed Rent as soon as reasonably practicable and shall give the Tenant written notice of the reviewed Rent as soon as it has been calculated.

5.4 If the reviewed Rent has not been calculated by the Landlord and notified to the Tenant on or before the RPI Rent Review Date, the Rent payable from that RPI Rent Review Date shall continue at the rate payable immediately before.

5.5 No later than 15 working days after the reviewed Rent is notified by the Landlord to the Tenant, the Tenant shall pay:

- 5.5.1 the shortfall (if any) between the Rent last payable and the reviewed Rent calculated from the RPI Rent Review Date regardless of when the Landlord gave notice to the Tenant and shall pay the reviewed Rent on the Rent Payment Dates until the date the Rent is next reviewed.
- 5.6 At the absolute discretion of the Landlord, the Rent may be reviewed on an Open Market Rent Review Date to equal:
- 5.6.1 the rent payable immediately before the relevant Open Market Rent Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;
- 5.6.2 the open market rent determined pursuant to this clause.
- 5.7 If instructed by the Landlord, the open market rent shall be determined by the Surveyor in accordance with those matters identified in clauses 5.9 and 5.10 unless there is a dispute in which case the arbitrator appointed pursuant to clause 5.20 shall determine the reviewed Rent.
- 5.8 The Landlord shall notify the Tenant of the Surveyor to be appointed to determine the open market rent and shall appoint the proposed Surveyor unless 51% of the occupiers of the Land (taking each chalet, caravan and beach hut to have one occupier) object in writing to his appointment by 1 January..
- 5.9 In the event that at least 51% of the occupiers object the Landlord shall ask the President to appoint the Surveyor. The Surveyor shall determine the best annual rent (exclusive of any VAT) at which the Property could reasonably be expected to be let:
- 5.9.1 In the open market;
- 5.9.2 At the relevant Open Market Rent Review Date;
- 5.9.3 On the assumptions listed in clause 5.10; and
- 5.9.4 Disregarding the matters listed in clause 5.11.
- 5.10 The assumptions are:
- 5.10.1 the Property is available to let in the open market:
- (a) by a willing lessor to a willing lessee who is a Non Family Member;
  - (b) as a whole;
  - (c) with vacant possession;
  - (d) without a fine or a premium;

- (e) for a term equal to the unexpired residue of the Term at the relevant Open Market Rent Review Date or a term of years commencing on the relevant Open Market Review Date, if longer; and
  - (f) otherwise on the terms of this Lease other than as to the amount of the Rent but including the provisions for review of the Rent.
- 5.10.2 The willing lessee has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Open Market Rent Review Date in relation to fitting out works at the Property;
- 5.10.3 The Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this lease;
- 5.10.4 The Landlord and the Tenant have fully complied with their obligations in this lease;
- 5.10.5 If the Property, or any means of access to it or any Service Media serving the Property, has been destroyed or damaged, it has been fully restored;
- 5.10.6 No work has been carried out on the Property that has diminished its rental value;
- 5.10.7 Any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property; and
- 5.10.8 any ground stability works which may have been undertaken prior to the relevant Open Market Rent Review Date which have been carried out to ensure the safety of the occupiers of the Land.
- 5.11 The matters to be disregarded are:
- 5.11.1 Any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
  - 5.11.2 Any effect on rent attributable to any physical improvement to the Property carried out after the date of this lease, by or at the expense of the Tenant or any authorised undertenant with all necessary consents, approvals and authorisations and not pursuant to an obligation to the Landlord (other than an obligation to comply with any law);
  - 5.11.3 Any effect on rent of any obligation on the Tenant to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out; and

- 5.11.4 any statutory restriction on rents or the right to recover them.
- 5.12 The Surveyor shall be an independent valuer who is a Member or Fellow of the Royal Institution of Chartered Surveyors.
- 5.13 The Surveyor shall give the Landlord and the Tenant an opportunity to make written representations to the Surveyor and to make written counter-representations commenting on the representations of the other party to the Surveyor. The parties will provide (or procure that others provide) the Surveyor with such assistance and documents as the Surveyor reasonably requires for the purpose of reaching a decision.
- 5.14 The Surveyor's decision shall be given in writing. The Surveyor's decision on the matters referred to him shall be final and binding in the absence of manifest error or fraud and subject to clause 5.16 below.
- 5.15 Either the Landlord or the Tenant may apply to the President to discharge the Surveyor if the Surveyor:
- 5.15.1 dies;
  - 5.15.2 becomes unwilling or incapable of acting; or
  - 5.15.3 unreasonably delays in making any determination.
- 5.16 The fees and expenses of the Surveyor and the cost of the Surveyor's appointment and any counsel's fees, or other fees, reasonably incurred by the Surveyor shall be payable by the Landlord
- 5.17 If the revised Rent has not been determined by the Surveyor on or before the relevant Open Market Review Date, the Rent payable from that date shall continue at the rate payable immediately before. No later than 28 days after notification of the reviewed rent is served, the Tenant shall pay:
- 5.17.1 the shortfall (if any) between the amount that it has paid for the period between the Open Market Rent Review Date and notification has been given by the Landlord to the Tenant of the reviewed rent;
- 5.18 Time shall not be of the essence for the purposes of this clause, howsoever the Rent is reviewed.
- 5.19 If at any time there is a guarantor, the guarantor shall not have any right to participate in the review of the Rent.
- 5.20 In the event that either the Landlord or the Tenant disagrees with the Surveyor's decision the party who is in dispute shall refer the dispute to the President who will appoint an arbitrator to determine the issues whose decision will be final. The President shall be appointed for this purpose within 25 working days of the

Surveyor's decision. If the party in dispute is the Tenant, the costs of the arbitrator shall be shared between the Landlord and the Tenant.

**6. TENANT COVENANTS**

The Tenant covenants with the Landlord to observe and perform the covenants in Schedule 2 of this lease.

**7. LANDLORD COVENANTS**

The Landlord covenants with the Tenant to observe and perform the covenants in Schedule 3 of this lease.

**8. TERMINATION**

8.1 The Tenant may terminate this lease by giving not less than 2 months notice in writing to the Landlord.

8.2 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:

8.2.1 any Rent due under this lease is wholly or partly unpaid 21 days after becoming payable;

8.2.2 any serious breach of any of the Tenant covenants of this lease and the breach is not capable of being remedied or it causes a breakdown in the relationship between the Landlord and Tenant;

8.2.3 any breach of any Tenant covenants in this Lease which are capable of being remedied and the Tenant has failed after having been given written notice specifying the breach and a reasonable time within which to remedy the breach but have not been remedied such that it would amount to a persistent breach that is serious and/or amounts to a breakdown in the relationship between the parties.

8.3 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, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

8.4 In the event that this Lease is terminated by either the Landlord or the Tenant the Landlord shall pay a proportion of any Rent which the Tenant has paid for a period after this Lease has terminated.

**9. DESTRUCTION OF PROPERTY**

9.1 If:

- 9.1.1 the Property is damaged or destroyed by an Insured Risk or an Uninsured Risk;
- 9.1.2 the Property is wholly or partly unfit for occupation and use; and
- 9.1.3 the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them,

then payment of the Rent or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use.

- 9.2 If, following damage or destruction caused by any of the Insured Risks, the repair, rebuilding or reinstatement of the Property shall be impossible due to the inability to obtain the necessary planning or other consents:

- 9.2.1 the Tenant's obligation to reinstate the Property contained in paragraph 3 of Schedule 2 or otherwise shall no longer apply;

- 9.2.2 the Tenant shall hold all proceeds of any insurance in respect of the Property on trust for itself and the Landlord in proportion to their respective interests in the Property immediately before the damage or destruction, as agreed in writing between the Landlord and the Tenant and failing agreement, in the proportions determined pursuant to clause 9.3; and

- 9.2.3 the Tenant shall pay (in cleared funds) the Landlord's proportion of such insurance proceeds within 20 working days of the date of receipt of the proceeds of the insurance policy or within 10 working days of the determination pursuant to clause 9.3, whichever is the later.

- 9.3 Any dispute arising regarding this clause 9 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

## 10. **SET-OFF**

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

## 11. **LANDLORD'S CONSENT**

- 11.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.

11.2 No consent given by the Landlord under this lease shall obviate the need to obtain any consent required from a third party or imply that any such consent has been given.

**12. JOINT AND SEVERAL LIABILITY**

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant any time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

**13. ENTIRE AGREEMENT**

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

13.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

13.3 Nothing in this clause shall limit or exclude any liability for fraud.

**14. NOTICES**

14.1 A notice given under or in connection with this lease shall be:

14.1.1 in writing ;

14.1.2 given to the Landlord by:

- (a) leaving it at the Landlord's address given in clause 14.5; or
- (b) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 14.5;

14.1.3 given to the Tenant by:

- (a) sending it by pre-paid first-class post or other next working day delivery service at the residential address for the Tenant; or
- (b) by email to any email address from which the Tenant has corresponded with the Landlord from

14.2 If a notice is given in accordance with clause 14.1, it shall be deemed to have been received:

- 14.2.1 if delivered by hand, at the time the notice is left at the proper address; or
- 14.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 14.3 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.
- 14.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 14.5 The Landlord's address for service is the Town Council Offices, Guildhall Cottage, Church Street, Lyme Regis, Dorset DT7 3BS or such other address as the Landlord may notify to the Tenant from time to time.
- 14.6 The Tenant's address for service is [ ] or such other address as the Tenant may notify to the Landlord from time to time.

15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

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. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. **VAT**

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant.

17. **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.

18. **JURISDICTION**

Save for any dispute arising under clause 9, each party irrevocably agrees that the courts of England and Wales shall have 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).

IN WITNESS of which this lease has been executed and is delivered on the date appearing as the date of this lease.

## SCHEDULE 1

### The Property

1. The land and building[s] known as [ADDRESS OF PROPERTY] shown edged red on the Plan including:
  - 1.1 the inner half (severed vertically) of any party [fence] walls dividing the Property from any other property including any neighbouring chalet;
  - 1.2 all Service Media within and exclusively serving the Property;
  - 1.3 all Landlord's fixtures and fittings in the Property (if any); and
  - 1.4 all additions and improvements to the Property whenever made.

## SCHEDULE 2

### Tenant Covenants

- 1. Rent**
- 1.1 To pay the Rent to the Landlord in advance on or before the Rent Payment Dates and by direct debit where the Landlord has permitted the Rent to be paid in 6 equal instalments, or by any other method that the Landlord from time to time requires by giving notice to the Tenant.
- 2. Insurance**
- 2.1 To effect and maintain insurance of the Property (with reputable insurers) at its own cost in the joint names of the Landlord and the Tenant. Such insurance shall be against loss or damage caused by any of the Insured Risks for the full Reinstatement Cost subject to:
  - (a) any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
  - (b) insurance being available on reasonable terms in the London insurance market.
- 2.2 In relation to any insurance effected by the Tenant under this paragraph:
  - (a) at the request of the Landlord, to supply the Landlord with:
    - (i) a copy of the current insurance policy and schedule;
    - (ii) a copy of the application form for the policy; and
    - (iii) a copy of the receipt for the current year's premium.
  - (b) to notify the Landlord of any change in the scope, level or terms of cover as soon as reasonably practicable after the Tenant has become aware of the change;
  - (c) if requested by the Landlord in writing, to use reasonable endeavours to procure that the interest of any Landlord's mortgagee is noted on the insurance policy, either by way of a general noting of mortgagees' interests under the conditions of the insurance policy, or specifically.
- 2.3 To inform the Landlord and inform the insurer of the Property immediately that it becomes aware of:
  - (a) any matter which occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the Property;

- (b) any damage or loss that relates to the Property; and
- (c) any other event occurs which might affect any insurance policy relating to the Property.

### **3. Rebuild following damage or destruction**

If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:

- (a) promptly notify the Landlord and make a claim under the insurance policy for the Property;
- (b) notify the Landlord immediately if the insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy;
- (c) use all insurance money received to repair the damage in respect of which the money was received or (as the case may be) to rebuild or reinstate the Property and make good any shortfall out of the Tenant's own monies.
- (d) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild or reinstate the Property;
- (e) subject to obtaining such consents, reinstate or rebuild the Property in a manner equivalent in size, quality, layout and facilities to the Property prior to the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property in a manner and with facilities that are reasonably equivalent to those previously at the Property [provided always that:
  - (i) the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Property, such consent not to be unreasonably withheld or delayed.
  - (ii) the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

- 3.2 The Tenant shall not be obliged to reinstate or rebuild the Property if such damage or destruction is caused by subsidence, heave or landslip and the lease has come to an end.

### **4. Interest on late payment**

To pay interest to the Landlord at the Default Interest Rate (both before and after and judgment) on any Rent or other payment due under this lease and not paid within

3 days following the date it is due. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

## **5. Rates and taxes**

5.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and

(b) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

5.2 Subject to the same qualifications mentioned in paragraph 5.1(a) and paragraph 5.1(b), to pay a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land.

## **6. Utilities**

6.1 To pay all costs in connection with the supply of electricity and telecommunications to or from the Property to the utility provider.

6.2 To pay to the Landlord a fair and reasonable proportion of the Landlord's costs in connection with the supply and removal of water and sewerage to or from the Property.

6.3 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

## **7. Common items**

7.1 To 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. Costs**

To pay to the Landlord on demand the costs and expenses (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) reasonably incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of any of the following:

(a) the enforcement of the tenant covenants of this lease;

(b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any

proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) preparing and serving any notice under clause 4.2.2; or

## **9. Alterations**

Except as provided in paragraph 3 of Schedule 2:

- 9.1 not to make any external or structural alteration or addition to the Property and not to make any opening in any boundary structure of the Property without the consent of the Landlord, such consent to be in writing and not to be unreasonably withheld or delayed and provided always that any relevant planning permission has been granted by the Local Planning Authority or any other relevant consents.
- 9.2 Not to make any change to the elevation of the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed and provided always that any other consents are obtained.
- 9.3 Not to install, alter the route of, damage or remove any Service Media at the Property without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

## **10. Assignment and underletting**

- 10.1 Not to assign part of this lease or underlet or part with possession of part only of the Property.
- 10.2 Not at any time to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 10.3 Not to underlet the whole of the Property unless:
  - (a) the underlease is expressed as being for holiday and recreational purposes only and is granted for a term not exceeding the duration of the Occupation Period for the year in which the underlease is granted and that any tenancy agreement does not enable the Tenant to obtain security of tenure on expiry or earlier termination of the term granted by the underlease.
  - (b) the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the Tenant covenants of this lease.

- (c) all legal obligations as a provider of holiday accommodation, including carrying out of PAT testing, gas installation and boiler checks (if appropriate) have been complied with by the Tenant;
- (d) firefighting equipment has been installed by the Tenant;
- (e) appropriate insurance cover has been first put in place by the Tenant;
- (f) an additional payment equal to 15% of the Rent payable from time to time is paid by the Tenant to the Landlord if the Property has been underlet for a cumulative total of more than 8 weeks during the Occupation Period for that year to a Non Family Member. Such payment to be made to the Landlord in full on 1 March of the following year;
- (g) by the end of November in each year the Tenant provides a written statement to the Landlord stating:
  - (i) the number of times the Tenant has underlet the Property;
  - (ii) the name(s) of who the Property has been underlet to;
  - (iii) the duration of each underlet; and
  - (iv) the undertenant's relationship to the Tenant (whether a Family Member or Non Family Member).

10.4 If a dispute arises as to whether the relationship declared by the Tenant to the Landlord under 10.3 (g) (iv) is a Family Member for any or all of the underlets, the Landlord shall be entitled to make the necessary enquiries and to ask for the relevant documentation to demonstrate the link. If the Landlord is not satisfied that the declared family member is a Family Member, they will be treated as a Non Family Member.

10.5 Not to assign the whole of this lease unless the Tenant (or any Personal Representative of his) has first:

- (a) paid to the Landlord any Rent or other sums payable under this lease which have fallen due before the date of assignment;
- (b) provided the Landlord with a main residential address for service in England or Wales of the assignee or transferee;
- (c) the assignee or transferee has entered into a direct deed of covenant with the Landlord that the assignee or transferee will comply with the terms of this Lease and the Tenant has paid the Landlord's reasonable costs in preparing such a deed of covenant;

- (d) notified the Landlord which estate agent has been used (if any) and provided the Landlord with regular updates in writing of progress of the sale;
  - (e) procured that all relevant safety checks, such as gas and electrical installations, have been conducted by competent contractors to ensure that the Property is safe;
  - (f) notified the Landlord of any agreed sale price, such notification to be on the headed paper of the estate agent who has agreed the sale of the Property on the Tenant's behalf if an estate agent was used or from the Tenant and signed by him; and
  - (g) provided such proof as the Landlord may reasonably require in order to satisfy himself as to whether the transferee or assignee is a Family Member or Non Family Member.
- 10.6 Upon completion of the assignment or transfer, where the Property has been sold, to pay to the Landlord 10% plus VAT of the agreed sale price or the fair market value (whichever is the higher) where the assignment or transfer is to a Non Family Member or 5% plus VAT where the assignment or transfer is to a Family Member.
- 10.7 In the event that this lease is assigned or transferred on the death of the Tenant or is gifted to a Family Member during the lifetime of the Tenant no fee will be payable.
- 10.8 Within one month after any assignment to serve notice on the Landlord or (if required by the Landlord) the Landlord's solicitors giving details of the assignment and provide a certified copy of the instrument effecting such a dealing.

## **11. Repair and decoration**

- 11.1 Within 2 calendar months from the date of this lease to procure all relevant safety checks (including gas and electricity), have been conducted by competent contractors to ensure that the Property is safe.
- 11.2 To keep the Property in good repair and condition both visually and structurally and where not in good repair and condition to bring the Property into good repair and condition both visually and structurally within a reasonable period of time from the date of this lease. Throughout the Term and, when necessary, renew and rebuild the Property and to commission all relevant periodic safety checks as required by law or the Landlord from time to time.
- 11.3 To ensure that the Property is secured when it is not being used and during the Restricted Occupation Period.

**12. Roofs and gutters**

To keep the roofs, gutters and downpipes of buildings on the Property free from leaves, plants and dirt.

**13. Windows and gardens**

13.1 To clean the windows of the Property as often as is reasonably necessary.

13.2 To maintain any landscaped and grassed areas of the Property and keep them in a neat and tidy condition and deal with any trees on the Property in accordance with the principles of good arboriculture.

**14. Refuse**

14.1 To keep or deposit any rubbish either at the Property or within a communal rubbish area on the Land. Rubbish must be suitably wrapped and sealed before deposited.

14.2 To ensure that any rubbish is regularly collected from the Property by the local authority or any other waste collecting organisation.

**15. Sewers and drains**

Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property.

**16. Compliance with laws and notices**

16.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.

16.2 To carry out all works required under any law at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).

16.3 Within one week after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) to:

(a) send a copy of the relevant document to the Landlord; and

(b) in so far as it relates to the Property take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

16.4 To give the Landlord full particulars of any notice order or proposal affecting any neighbouring property as soon as the Tenant is aware of it.

**17. Encroachments, obstructions and acquisition of rights**

- 17.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 17.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that encroachment or action, or such other confirmation as the Landlord reasonably requires; and
  - (b) do such acts and things as the Landlord reasonably requires to prevent or licence the continuation of that encroachment or action.
- 17.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 17.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.
- 17.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and if the Landlord reasonably so requests, shall give the Landlord notice of that action or obstruction, or such other confirmation as the Landlord reasonably requires; and
  - (b) do such acts and things that the Landlord reasonably requires to prevent or secure the removal of the obstruction.

**18. Notify defects**

To give notice to the Landlord of any defect in, or want of repair or damage to, the Property for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it . For example, if cracks form on the Property.

**19. Third Party Rights**

- 19.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property and not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 19.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

## **20. Remedy breaches**

- 20.1 If the Landlord has given the Tenant notice under clause 4.2.2, of any breach of any of the Tenant covenants in this lease relating to the repair or condition of the Property, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.
- 20.2 To pay to the Landlord on demand the costs incurred by the Landlord in carrying out any works pursuant to clause 4.2.3 (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

## **21. Indemnity**

To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), 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:

- (a) any breach of any of the Tenant covenants of this lease; or
- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them.

## **22. Returning the Property to the Landlord**

At the end of the Term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant covenants of this lease.

## **23. Use**

- 23.1 Not to use the Property for any purpose (including not to use the Property as a permanent residence) other than for the Permitted Use during the Occupation Period and only for access to the Property during the Restricted Occupation Period (no overnight accommodation or carry on any trade or business at the Property).
- 23.2 Not to hold any sale by auction at the Property or use the Property for any religious or charitable purpose.
- 23.3 Not to use the Property for any noisy, offensive, illegal or immoral purpose.

- 23.4 Not to apply for planning permission for the Property save for any application which is necessary following the consent of the Landlord in accordance with clauses 9.1 and 9.2 of Schedule 2
- 23.5 Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the occupiers of any neighbouring property including other chalet and caravan owners.
- 23.6 Not to do or omit to be done or allow or permit to be allow anything which could cause or become or is a danger to any neighbouring chalet or caravan owner both in respect of the owner's personal well-being or to their property on the Land.
- 23.7 Not to bring or keep any inflammable, explosive, dangerous or offensive substances or goods onto the Property other than for ordinary domestic use including fireworks, firearms or any other weapon.
- 23.8 Not to overload any structural part of the Property nor any Service Media at or serving the Property.
- 23.9 Not to drive or allow or permit anyone to drive a vehicle on the Land without insurance or without the vehicle being taxed or without a current MOT certificate.
- 23.10 Not to park a vehicle on the external areas of the Property other than a private motor car or private motorcycle and to display the parking permit provided by the Landlord within any vehicle parked on either the external areas of the Property or the Access Way ensuring always that the Access Way and any part of it is not obstructed so that vehicles including emergency service vehicles can access and egress the Land safely. .
- 23.11 Not to permit anyone who is to the knowledge of the Tenant on the sex offenders register compiled under the Sex Offenders Act 1997 to use or visit the Property.

## SCHEDULE 3

### Landlord Covenants

The Landlord covenants:

#### 1. Quiet enjoyment

The Landlord covenants with the Tenant, that, so long as the Tenant pays the Rent 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.

#### 2. Insurance

2.1 Not to insure the Property against any of the Insured Risks in such a manner as would permit the Tenant's insurer to cancel the Tenant's insurance or to reduce the amount of any money payable in respect of any insurance claim.

2.2 Not to do or omit to do anything as a result of which any policy of insurance of the Property or Land may become void or voidable or otherwise prejudiced or which may cause an increased premium to be payable in respect of it (unless the Landlord has previously notified the Tenant and has paid any increased premium).

2.3 To insure the Land against usual third party risks.

#### 3. Planning Permission

3.1 To apply to the Local Planning Authority to renew the Planning Permission for the Land in each year before the relevant Planning Permission is due to expire.

3.2 When making the necessary application referred to at paragraph 3.1 above to take all reasonable steps to answer any queries the Local Planning Authority may have, including providing it with any additional information it may require.

3.3 To promptly notify the Tenant in writing of the outcome of the application to renew the Planning Permission, in particular if the application is refused and the Term of this lease is to come to an end

#### 4. Ground Stability

4.1 To monitor the ground stability in accordance with the grounds stability monitoring programme in place from time to time as submitted and approved by the Local Planning Authority and to carry out any work required in order to maintain the use of the Land as a chalet and caravan park with beach huts.

4.2 To notify the Tenant should the Land be deemed unsafe for occupation due to ground instability and the Term of this lease is to come to an end,

**5. Land Services**

5.1 To provide (except where these have to be interrupted for the purposes of repair or where such interruption is beyond the Landlord's control) maintain and keep in good state of repair the following services on the Land and (where applicable) to the Property:

- (a) the Access Way;
- (b) the cliffs that fall within the Land and ownership of the Landlord;
- (c) the common areas to which all occupiers on the Park are permitted to use and enjoy, namely all that land forming part of the Land which is not occupied by another property including any caravan or beach hut;
- (d) the supply of water, sewerage and electricity services albeit that payment of the electricity charges are payable to the chosen supplier of the Tenant.

SIGNED as a deed by )  
[NAMED OF LANDLORD] ) .....  
in the presence of: ) [SIGNATURE OF LANDLORD]

Witness Signature : .....

Witness Name : .....

Witness Address : .....

.....

.....

Witness Occupation : .....

SIGNED as a deed by )  
[NAMED OF TENANT] ) .....  
in the presence of: ) [SIGNATURE OF TENANT]

Witness Signature : .....

Witness Name : .....

Witness Address : .....

.....

.....

Witness Occupation : .....