

Dated _____ 2019

(1) **BATH AND NORTH EAST SOMERSET COUNCIL**

- and -

(2) **CLEVELAND POOLS TRUST**

150 YEAR LEASE

relating to

Cleveland Pools, Hampton Row, Bath, BA2 6QS

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LAND REGISTRY REQUIRED WORDING FOR PRESCRIBED CLAUSES LEASE

LR1.	Date of lease:		2019
LR2.	Title number(s):	LR2.1	Landlord's title number(s): ST252990
		LR2.2	Other title number(s): None
LR3.	Parties to this lease:		
	Landlord:		BATH AND NORTH EAST SOMERSET COUNCIL of Guildhall, High Street, Bath, BA1 5AW
	Tenant:		CLEVELAND POOLS TRUST whose registered office is at Acacia Lodge, Kensington Place, Bath, BA1 6AP (Company Registration Number 5354621) (Charity Registration Number: 1109433)
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 of this Lease.
LR5.	Prescribed statements etc:		See clause 49.
LR6.	Term for which the Property is leased:		See the definition of "Contractual Term" in clause 1 of this Lease.
LR7.	Premium:		One Pound (£1.00)
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		None

land other than the
Property:

LR11. Easements:

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

See schedule 1

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

See schedule 2

**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 by the proprietor of the registered estate
to which section 117-121 or section 124 of the Charities
Act 2011 applies is to be registered unless the
instrument contains a certificate complying with section
122(3) or section 125(2) of that Act as appropriate."

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

None

THIS LEASE is made on the date set out in Prescribed Clause LR1 on page 1 of this Lease

BETWEEN:

BATH AND NORTH EAST SOMERSET COUNCIL of Guildhall, High Street, Bath, BA1 5AW; and

CLEVELAND POOLS TRUST (Company Registration number: 5354621) (Charity Registration number 1109433) whose registered office is at Acacia Lodge, Kensington Place, Bath BA1 6AP

1. DEFINITIONS

1.1 In this **Lease** the following expressions have the following meanings.

"1925 Act"	the Law of Property Act 1925;
"1954 Act"	the Landlord and Tenant Act 1954;
"1995 Act"	the Landlord and Tenant (Covenants) Act 1995;
"Adjoining Property"	any premises adjoining or in the neighbourhood of the Property, including any roads, footpaths, walls, fences, buildings and other erections, and Conducting Media that belong to the Landlord or in which the Landlord has a legal interest including but not limited to the Retained Land;
"Approved Undertenant"	a Community Benefit Society, or other charitable or not-for-profit organisation
"Building"	any building or buildings on the Property now or in future;
"Café Element"	that part of the Property shown edged blue on the attached Plan 2 or such other part or parts of the Property as shall from time to time be approved by the Landlord in its absolute discretion;
"CCS"	the Considerate Constructors Scheme operated by the Construction Federation as varied (if at all) from time to time;
"CDM Regulations"	the Construction (Design and Management Regulations) 2015;
"Chief Property Officer"	the Chief Property Officer of the Council from time to time or such other person as the Council nominates in writing addressed to the Tenant to act as such for the purposes of this Lease;
"Community Benefit Society"	an industrial and provident society that conducts business for the benefit of its local community whose profits are not distributed among members but returned to the local community or such other similar not-for-profit charitable organisation;
"Conducting Media"	all drains, channels, sewers, flues, conduits,

ducts, pipes, wires, cables, watercourses, gutters, mains culverts, soakaways, sprinkler systems, laser or optical fibres, data or impulse transmission, media communication or reception systems and other transmission media and installations and all fixings louvres, cowls, covers, and other ancillary apparatus; and references to Conducting Media being "in" or "on" something include Conducting Media in, on, under, over, or through that thing;

"Contractual Term"	the period of one hundred and fifty (150) years beginning on (and including) { } 2019;
"Council"	Bath and North East Somerset Council and any statutory successor to it as a local government body;
"District Valuer"	an officer of Her Majesty's Revenue and Customs Valuation Office Agency (or its successor agency) for the area in which the Property is situated
"Due Date"	in respect of Rent and VAT on it, the Quarter Day on which it falls due, and in respect of any other sum payable under this Lease, the date ten (10) Working Days after it was first demanded;
"End of this Lease"	the date on and time at which this Lease terminates, whether that occurs by the expiry of the Term, forfeiture, surrender or in any other way;
"Energy Assessor"	an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 25 of the Energy Performance of Buildings (England and Wales) Regulations 2012 as amended or updated from time to time;
"Energy Performance Certificate"	a certificate which complies with regulation 11(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 as amended or updated from time to time;
"Funder"	the NHMF, the Architectural Heritage Fund, and / or Historic England (and any successor or replacement bodies to them) in connection with the Permitted Use or the Works;
"Grant Funding Agreement"	the HLF Funding Agreement and such other agreement or agreements between the Tenant and a Funder or other funder(s) which provides sufficient funding to the Tenant (along with other funding) to carry out and fully complete the Works in accordance with the terms of this Lease;

"Heritage Lottery Fund"	means the fund known as Heritage Lottery Fund which is administered by NHMF;
"HLF Funding Agreement"	means the grant funding agreement entered into between the Tenant and NHMF relating to the Property, the carrying out of the Works and /or the Permitted Use of the same;
"Insurance"	insurance of the Property and the Building erected thereon which complies with the provisions of clause 9;
"Insured Risk"	fire, lightning, explosion, impact by aircraft and articles dropped from them, riot, civil commotion, strikes, acts of locked-out workers, persons taking part in a labour disturbance and malicious persons, earthquake, storm, tempest, flood, bursting, discharging, leaking and overflowing of water pipes, tanks, and other apparatus, impact by road vehicles or animals, subsidence, heave and terrorism and any other risks as either the Landlord or the Tenant reasonably requires
"Landlord"	the Council or any other person from time to time entitled to possession of the Property at the End of this Lease but no Landlord which has been released by the 1995 Act from its obligations under this Lease shall remain liable after that release;
"Lease"	this Lease and (unless the contrary is indicated) any document supplemental or collateral to it or entered into in accordance with or pursuant to it;
"Losses"	all liabilities incurred by the Landlord, all damage and loss suffered by it and all damages awarded against it, all claims, demands, actions and proceedings made or brought against it and all costs, disbursements and expenses incurred by it;
"NHMF"	the trustees of the National Heritage Memorial Fund
"Outgoings"	the sums referred to in clause 8.1.1;
"Permitted Part"	the Residential Element and/or the Café Element;
"Permitted Use"	<ol style="list-style-type: none"> 1. Prior to commencement of the Works to maintain the Building in its current state and condition as at the date of this Lease and to undertake preparatory surveys in connection with the undertaking of the Works; 2. Fundraising events, donor visits and public open days to promote the Works, 3. To carry out and complete the Works in

accordance with the provisions of Schedule 5 and in compliance with the HLF Funding Agreement; and thereafter

4. Following completion of the Works use as a lido (a public open-air swimming pool) and café (A3) plus entertainment mixed use and leisure facilities in connection with the lido and café (the "Primary Use") PROVIDED ALWAYS that any income derived from the Permitted Use shall be used solely for the maintenance and repair of the Property and its ongoing use for the Permitted Use and for the use of the Residential Element solely for residential purposes and as ancillary to the Primary Use;

"Plan" a plan annexed to this Lease and a reference to a numbered plan is to one so numbered;

"Planning Acts" the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning and Compensation Act 1991;

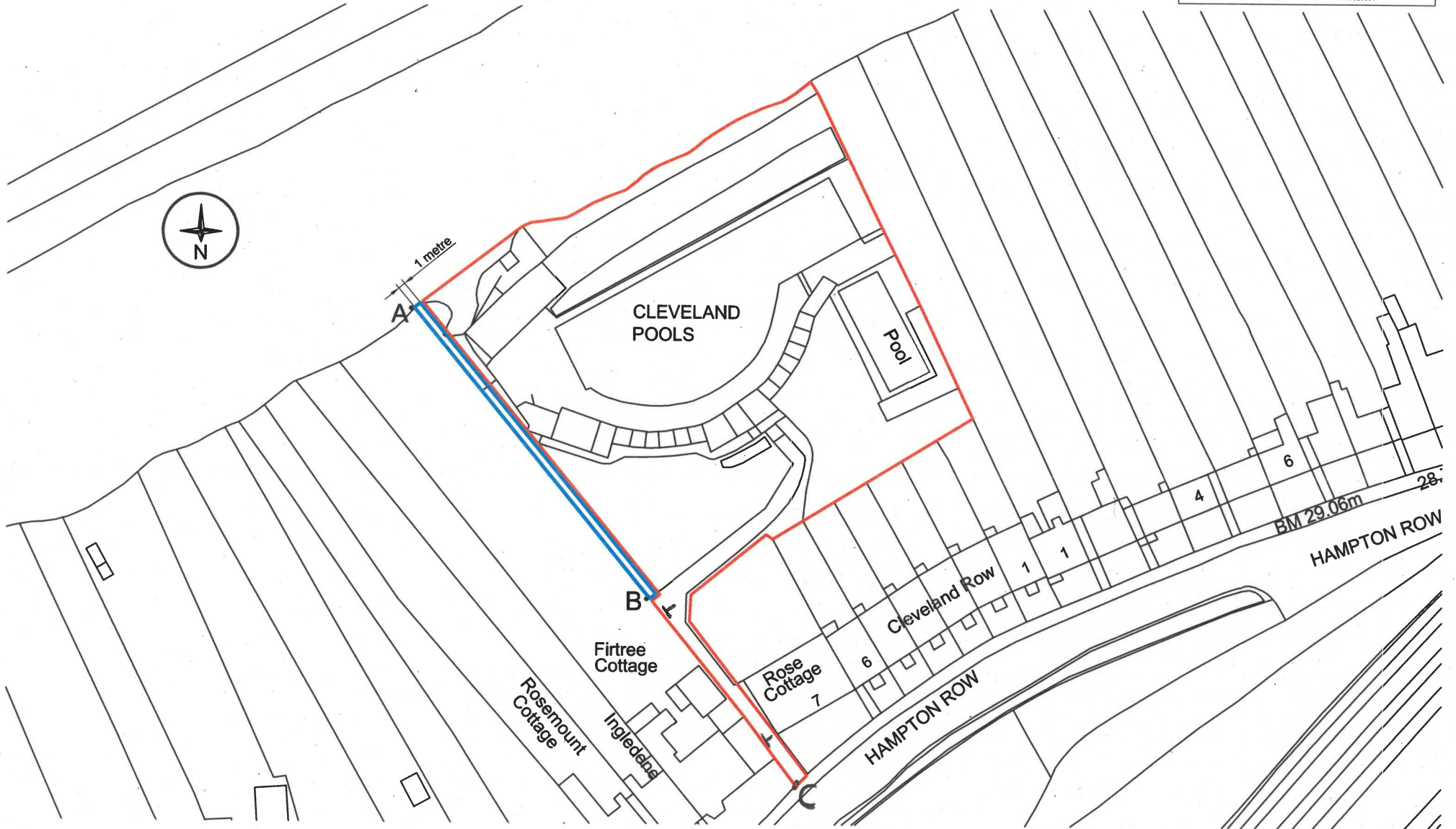
"Plant" all apparatus, machinery and equipment installed at the Property including (for example) lifts, standby generators, boilers, items relating to mechanical ventilation, heating and cooling and closed circuit television systems;

"Practical Completion of the Works" the date on which the certificate of practical completion of the Works is issued pursuant to the terms of the building contract under which the Works are undertaken;

"Property" the land known as Cleveland Pools, Hampton Row, Bath, BA2 6QS as the same is registered together with other land under Title Number ST252990 and as is more particularly delineated and showed edged red on Plan 1 including:

- (a) any Building or other structure now on the Property or erected there during the Term;
- (b) the fences and walls that surround the Property that are marked with a "T" on Plan 1
- (c) all fixtures and fittings (whether or not fixed at the beginning of the Term) at the Property;
- (d) all Plant and Conducting Media on the Property;
- (e) the Works and all other additions alterations and improvements to the

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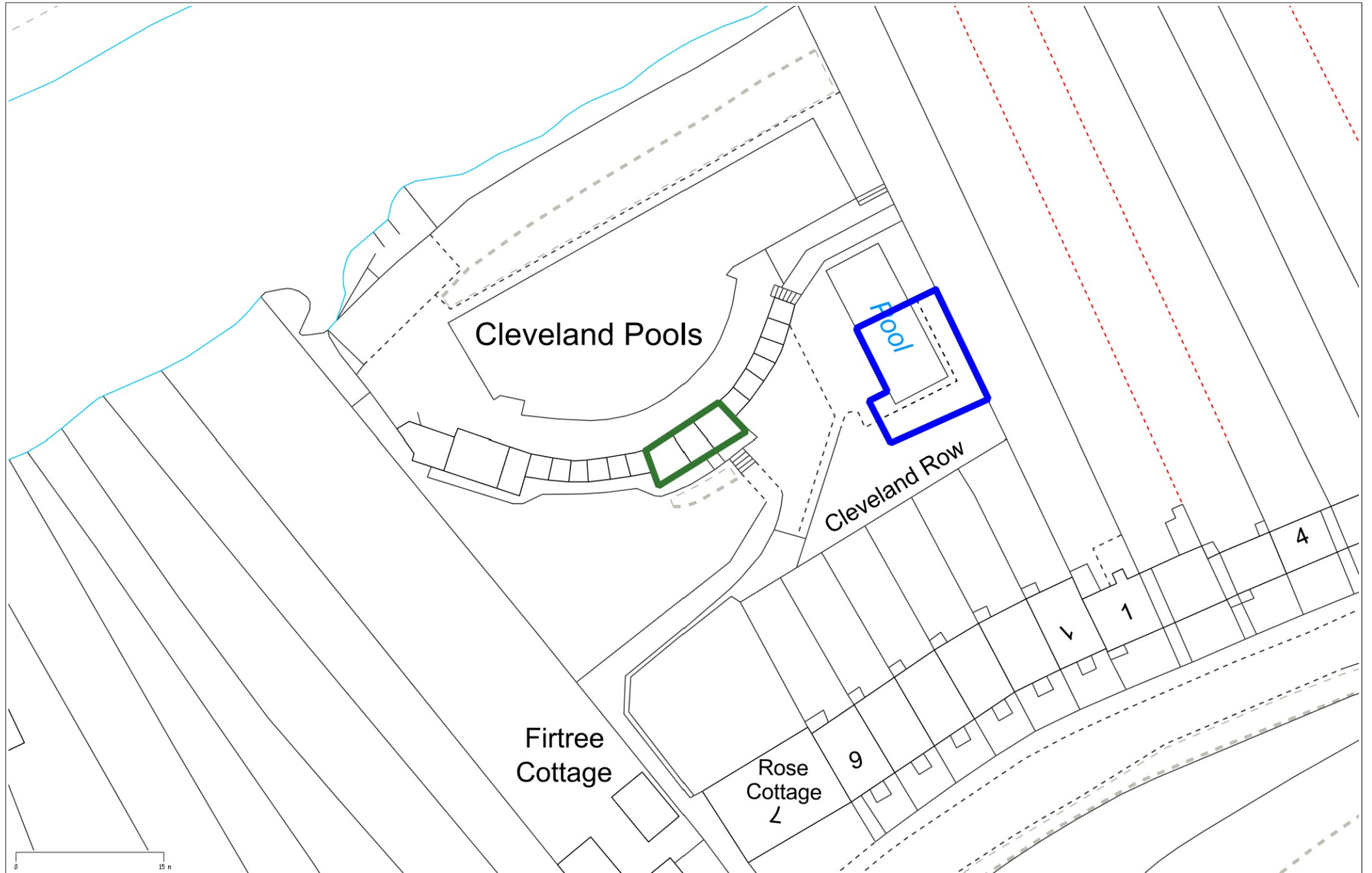
Property and Project Delivery
 Lewis House
 Manvers Street
 Bath BA1 1JG

PROPERTY
 CLEVELAND POOLS
 HAMPTON ROW
 BATH BA2 6QS
 DRAWING TITLE
 LEASE PLAN

Drawn AG Date DEC 2017

Scale 1:500 @ A3 Rev xx/xx/xx

DRAWING No
 6171/VL/01



Property; and

- (f) (so far as the Landlord is able to let the same) such right title and interest as the Landlord shall have in the riverbed and riverbank of the adjoining River Avon up to the mid- point thereof according to the ad medium filum rule

"Quarter Day"

25th March, 24th June, 29th September and 25th December or when any of those do not occur on a Working Day, the immediately preceding Working Day;

"Recommendation Report"

the recommendation report required by regulation 10 of the Energy Performance of Buildings (England and Wales) Regulations 2012, including a report issued by an Energy Assessor for the purposes of regulation 29(5) of the Building Regulations 2010 or regulation 20(1) of the Building (Approved Inspectors etc.) Regulations 2010.

"Reinstatement Value"

the cost of totally rebuilding the Property and all buildings constructed thereon in the event of total destruction taking into account building costs and any possible increase in such costs, surveyors and other professional fees, Property clearance and demolition and other incidental expenses;

"Rent"

the sums set out at clause 5 of this Lease;

"Requisite Consents"

such agreements, approvals, certificates, consents, licences, permissions and permits in legally effectual form as may be necessary lawfully to commence, carry out and complete any part of the any works on the Property or for any use to which it is intended to put the Property; including planning permissions and reserved matters approvals, consents under the County of Avon Act 1982, Environment Agency, National Rivers Authority consents or such other consents regulating works to the river bed or banks, building regulation consents and bye-law approvals, the requirements of all competent authorities regulating building or construction works and the consents of all persons having interests or rights in or over Adjoining Property or nearby land and/or other land or Conducting Media who by either the lawful exercise of their rights or powers or by refusing such agreements, approvals, certificates, consents, licences, permissions and permits could prevent, impede or affect the carrying out of or the progress of such works; and references to "Requisite Consents" include such agreements, approvals, certificates, consents, licences, permissions and permits as from time to time varied, relaxed or waived;

"Residential Element"	that part of the Property shown edged green on the attached Plan 2 or such other part or parts of the Property as shall from time to time be approved by the Landlord in its absolute discretion;
"Retained Land"	that part of the land and buildings forming part of registered title number ST252990 comprising the boundary wall and adjoining land as is shown edged blue on Plan 1 being one metre in width and between the points marked A and B thereon
"Tenant"	the person in whom the Tenant's interest under this Lease is from time to time vested;
"Term"	the Contractual Term;
"today"	the date set out in Prescribed Clause LR1 on page 1 of this Lease;
"VAT"	means Value Added Tax and any tax of a similar nature substituted for it or in addition to it;
"Working Day"	any day from Monday to Friday (inclusive) that is not Christmas Day, Good Friday or a statutory Bank Holiday; and
"Works"	the works permitted under the planning permission dated 10 April 2017 and numbered 16/05632/FUL, and Listed Buildings consent numbered 16/05633/LBA and dated 10 April 2017 issued by the local planning authority;
"Works Notice"	a notice given by the Landlord under clause 13.

2. INTERPRETATION

- 2.1 References to a particular statute or part of it include anything (for example a notice, direction, order, licence, regulation, bye-law, rule and/or condition) deriving effect from any statute and refer to that statutory reference as it may have been extended modified amended or re-enacted by the date upon which its construction is relevant for the purposes of this Lease and not in the form that it was when originally enacted or as at today.
- 2.2 References generally to any statute, whether generally or by name include derivative legislation and any regulation or other legislation of the European Union that is directly applicable in the United Kingdom and include existing statutes and those that come into effect during the Term.
- 2.3 Any obligation on the Tenant arising under this Lease to refrain from doing something includes an obligation (a) not to permit or suffer anyone else to do that thing and (b) to use all reasonable endeavours to prevent anyone else from doing it.
- 2.4 References to a "party" or "parties" mean the Landlord and Tenant or either of them but in the absence of a specific provision to the contrary do not include any guarantor.
- 2.5 The word ".. including .." means ".. including but not limited to ..".
- 2.6 References to the Property or any other parcel of land include references to any part or parts of them, except where the contrary is indicated.

- 2.7 If the Landlord or the Tenant consists of more than one person, any obligation of or to that party is of or to those persons separately or all together or in any combination.
- 2.8 Words importing one gender include the other and neuter things (and vice versa) and words importing the singular include the plural and vice versa.
- 2.9 The headings, table of contents and the highlighting of defined terms are for ease of reference only and are not to be taken into account in interpreting or construing this Lease.
- 2.10 "Writing" and "written" includes faxes but not emails.

3. LEASE GRANT

- 3.1 The Landlord lets the Property to the Tenant for the Contractual Term at the Rent together with the rights set out in schedule 1 but subject to the exceptions and reservations (if any) set out in schedule 2 and subject to all rights, restrictions, covenants, liabilities and encumbrances affecting the Property as at the date hereof including those set out in schedule 3.

4. GRANT FUNDING

- 4.1 The Tenant shall keep the Landlord regularly updated as to the progress of its performance of the Tenant's obligations in the HLF Funding Agreement and shall notify the Landlord immediately should the HLF Funding Agreement be terminated.
- 4.2 The Tenant shall notify the Landlord in writing within 3 working days of receiving notification of the award of the HLF Funding Agreement
- 4.3 The Tenant shall notify the Landlord in writing within 3 Working Days of receiving notification that the HLF Funding Agreement will not be awarded to the Tenant.
- 4.4 The Tenant shall comply with all its obligations in the HLF Funding Agreement and all other Grant Funding Agreements at all times.

5. RENT

The Tenant is to pay the Rent of One Pound (£1.00) per year, if demanded.

6. VAT

- 6.1 The Tenant is:
- 6.1.1 to pay and indemnify the Landlord against any VAT that may be chargeable on the Rent or any other payment made by the Tenant under this Lease in addition to the Rent or other payment (VAT being recoverable as if it were rent where it is charged on rent or on a payment that is either reserved as additional rent or that this Lease provides is recoverable as if it were rent) provided that the Landlord first gives the Tenant a valid VAT invoice; and
- 6.1.2 if the Tenant has agreed in this Lease to reimburse or indemnify the Landlord or anyone else for a payment made by the Landlord or other person, to reimburse the Landlord or other person in addition for any VAT paid by the payer on that payment, unless the VAT is recovered by it.

7. INTEREST ON LATE PAYMENT

- 7.1 The Tenant is to pay the Landlord interest on all sums demanded by the Landlord but not paid on or before the Due Date at a yearly rate of four percent above the base lending rate from time to time of Barclays Bank plc. This interest is to be calculated from the Due Date to the date of receipt by the Landlord (both inclusive) calculated on a daily basis.

- 7.2 If the base lending rate of Barclays Bank plc ceases to exist, the equivalent rate that has replaced it is to be substituted for it or, if none, then the rate of interest most comparable with the base lending rate; to be conclusively determined by the Landlord's surveyor.

8. OUTGOINGS

- 8.1 The Tenant is to pay and indemnify the Landlord against:
- 8.1.1 all rates, taxes, assessments, impositions, duties, levies, charges and Outgoings of any type which now or during the Term are charged assessed or imposed on the Property or on its owner, lessor, lessee or occupier; except those payable by the Landlord in respect of the receipt of Rent or any other payment made by the Tenant under this Lease or on any disposition or dealing with or the ownership of the reversion of this Lease;
 - 8.1.2 the proportion properly and fairly attributable to the Property (to be conclusively determined by the Landlord's surveyor) of all Outgoings which now or during the Term are charged assessed or imposed on the Property and other premises or on the owner, lessor, lessee or occupier of the Property and other premises.

9. INSURANCE

- 9.1 The Tenant is 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 the Insured Risks for the full Reinstatement Value subject to:
- 9.1.1 any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer; and
 - 9.1.2 insurance being available on reasonable terms in the London insurance market.
- 9.2 The Tenant is during the course of the Works to:
- 9.2.1 effect and maintain insurance all risks insurance including terrorism cover in an amount equal to the full cost of reinstating the Works (or such part of them as have been carried out) and any other buildings forming part of the Property; and
 - 9.2.2 If not already in force, effect and subsequently maintain insurance in respect of public and other nuisance and other public and third party liability for not less than £5,000,000
 - 9.2.3 All insurance is to be effected with reputable insurers or underwriters in the United Kingdom
- 9.3 In relation to any insurance effected by the Tenant under this paragraph the Tenant is to:
- 9.3.1 at the request of the Landlord, to supply the Landlord with:
 - 9.3.1.1 a copy of the current insurance policy and schedule;
 - 9.3.1.2 a copy of the application form for the policy; and
 - 9.3.1.3 a copy of the receipt for the current year's premium.
 - 9.3.2 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;

- 9.3.3 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.
- 9.4 The Tenant is to inform the Landlord and inform the insurer of the Property promptly after it becomes aware of:
 - 9.4.1 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;
 - 9.4.2 any damage or loss that relates to the Property; and
 - 9.4.3 any other event occurs which might affect any insurance policy relating to the Property.
- 9.5 If the Tenant fails to maintain insurance for the Property in accordance with the provisions of this clause 9 or fails within 7 days of written request from the Landlord (made not more frequently than once every six months) to satisfy it that insurance cover is effected or renewed as the case may be then the Landlord may do all things necessary to effect and maintain such insurance and any monies expended by the Landlord for that purposes shall be repayable on demand by the Tenant to the Landlord or otherwise recoverable as rent in arrears.
- 9.6 The Tenant shall:
 - 9.6.1 comply with the terms and conditions of all policies of insurance and all other insurers' requirements which affect the Property;
 - 9.6.2 provide and maintain such fire detection, fire extinguishing and security equipment on the Property as an insurer, or a competent authority may require;
 - 9.6.3 notify the Landlord promptly on becoming aware of any damage affecting the Property;
 - 9.6.4 not do or omit to do anything which may make the insurance void or voidable;
 - 9.6.5 effect third party and public liability insurance in respect of the Property for such sum as may prudently be required to meet potential claims

10. **REBUILD FOLLOW DAMAGE OR DESTRUCTION**

- 10.1 If the Property or any part of it is damaged or destroyed by an Insured Risk, the Tenant shall:
 - 10.1.1 promptly notify the Landlord and make a claim under the insurance policy for the Property;
 - 10.1.2 notify the Landlord promptly if the insurer indicates that the Reinstatement Value will not be recoverable in full under the insurance policy;
 - 10.1.3 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;
 - 10.1.4 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;

- 10.1.5 subject to obtaining such consents, reinstate or rebuild the Property and the Buildings thereon in a manner equivalent in size, quality, layout and facilities to the Property and/or the Buildings thereon before the damage. If the relevant consents cannot be obtained then to reinstate or rebuild the Property and/or the Buildings thereon in a manner and with facilities that are reasonably equivalent to those previously at the Property provided always that:
- 10.1.6 the Tenant shall obtain the Landlord's prior approval to any alterations proposed to the size, quality or layout of the Buildings, such consent not to be unreasonably withheld or delayed.
- 10.1.7 the Property shall be rebuilt or reinstated to the reasonable satisfaction of the Landlord.

11. REPAIR

- 11.1 Subject to clause 10 above in respect of damage or destruction by an Insured Risk the Tenant is to:
 - 11.1.1 repair the structure (including the roof, load bearing elements, and foundations), exterior parts (including all external walls, windows, lights, pavement lights and doors) of the Building and boundary features of the Property and to keep them in good and substantial repair and condition;
 - 11.1.2 keep the Property clean, tidy, hygienic and free from rubbish;
 - 11.1.3 keep the Conducting Media in the Property in a safe condition;
- 11.2 The Tenant shall:
 - 11.2.1 promptly notify the Landlord or the owner for the time being of the Retained Land as soon as it becomes aware of any damage to the party wall (identified on Plan 1 as falling between the points marked 'A and B') located on the Retained Land whether or not as the result of the actions or default of the Tenant; and
 - 11.2.2 where such damage is the result of the actions or default of the Tenant and the Retained Land remains in the ownership of the Council then the Tenant shall after complying with all necessary legal requirements at the request (and in the absolute discretion) of the Landlord either:
 - 11.2.2.1 carry out all necessary works of repair (at its own cost) promptly and in a good and workmanlike manner in accordance with current building standards to the reasonable satisfaction of the Landlord making good any damage done to the Retained Land as soon as reasonably practicable and to indemnify the Landlord against any loss or damage suffered arising from such entry that is not made good within a reasonable time; or
 - 11.2.2.2 on written demand pay the Landlord's proper costs of carrying out such works of repair and subject further to the Tenant providing the Landlord with such security as the Landlord may reasonably require to cover the costs to be incurred by the Landlord

but for the avoidance of doubt save as set out in this clause the Council shall have full responsibility for the repair and maintenance of that party wall until such time as it shall dispose of the Retained Land

- 11.3 The Tenant shall at the request of the Landlord enter into a deed of variation to this Lease to assist with the disposal of all or part of the Retained Land (which may include the party wall referred to above), including reasonable rights to be granted to the disponee to access the Retained Land from the Property, such deed of variation to be approved by the Tenant and any Funder (such approvals not to be unreasonably withheld or delayed).

12. DECORATION

- 12.1 The Tenant is to (where reasonably necessary) redecorate the exterior of the Building and to clean the external concrete, stone, brickwork and block work and all other external surfaces in in the last six (6) months of the Term (howsoever determined).
- 12.2 All decoration and redecoration is to be carried out in a good and workmanlike way and with appropriate materials of good quality any change in the colours on each redecoration of the exterior of the Building.

13. NOTICE TO DO WORKS

- 13.1 If the Landlord gives the Tenant (or leaves on the Property) a Works Notice
- 13.1.1 specifying any breach of covenant by the Tenant;
 - 13.1.2 specifying any work carried out in breach of the provisions of this Lease; and
 - 13.1.3 requiring the Tenant to promptly remedy the breach and to reinstate the Property including the making good of any opening-up;
- then the Tenant must promptly repair, clean and decorate the Property or to carry out other work as required by such a notice.
- 13.2 The Tenant is to allow the Landlord and all persons authorised by the Landlord to enter the Property to carry out the work that is needed to comply with a Works Notice immediately if the work ought to be carried out at once and the Tenant fails to do so.
- 13.3 If:
- 13.3.1 the work need not be carried out at once and provided that the Property and/or the Buildings thereon do not fall further into disrepair during the Works Notice period and either:
 - 13.3.2 within two months of service of the Works Notice the Tenant has not both begun and then diligently continued the work referred to in the Works Notice; or
 - 13.3.3 the Tenant fails to complete the work within six months of service of the Works Notice; or
 - 13.3.4 in the Landlord's reasonable opinion the Tenant is unlikely to complete the work within six months of the service of the Works Notice;

the Tenant is to allow the Landlord and all persons authorised by the Landlord to enter the Property to carry out the work that is needed to comply with the Works Notice and is to pay to the Landlord, as rent, the full cost incurred by the Landlord of all work undertaken by the Landlord under this clause 13 within ten (10) Working Days of a written demand together with interest at the rate referred to in clause 7 from the date of expenditure by the Landlord up to the date upon which the Landlord receives payment from the Tenant.

14. ALTERATIONS

- 14.1 Other than in relation to the Works (which shall be undertaken pursuant to the terms of clause 15 and Schedule 5 of this Lease) the Tenant is not to:
- 14.1.1 erect any new Building (including any temporary building) or structure on the Property (including but not limited to the construction of a pontoon in that part of the River Avon as is comprised within the Property); or
 - 14.1.2 unite the Property with any adjoining premises;
- without the Landlord's prior written consent (which is not to be unreasonably withheld or delayed) but in considering any application for consent under this clause the Landlord may take into account the effect that the addition or alteration may have on Adjoining Property and the character and appearance of the City of Bath.
- 14.2 When carrying out works pursuant to clause 14.1 the Tenant is:
- 14.2.1 prior to commencement of the said works to produce to the Landlord copies of all Requisite Consents prior to commencement of any works of alteration and obtain the Landlord's approval (not to be unreasonably withheld or delayed) of all Requisite Consents;
 - 14.2.2 where necessary undertake any regulated works to the river bed or bank in accordance with authorisations or permits obtained from the Environment Agency, National Rivers Authority or other authorising body; and
 - 14.2.3 comply with the conditions set out at clause 14.4 below.
- 14.3 If any third party who has provided one or more of the Requisite Consents necessary to undertake works to the river bed and/or riverbank objects to the alterations permitted pursuant to clause 14.1 then the Tenant shall on receipt of written notice from the Landlord and/or the relevant third party forthwith either:
- 14.3.1 cease such works and shall reinstate the Property to the state and condition it was in prior to commencement of such works; or
 - 14.3.2 if appropriate, take all steps necessary to resolve the issue which is the subject of the objection to the reasonable satisfaction of the Landlord and/or the relevant third party (as the case may be).
- 14.4 Unless clause 14.1 applies, the Tenant may add to or alter the Property without the consent of the Landlord subject to compliance with the obligations set out at clause 14.5 below.
- 14.5
- 14.5.1 not to commence any works of alterations until all Requisite Consents needed before commencement of any works of alteration have been obtained and copies of the same have been provided to the Landlord;
 - 14.5.2 fulfil any conditions contained in the Requisite Consents required to be fulfilled before the works of alteration are begun and to thereafter comply with any further conditions in the timescales and as required by the Requisite Consents;
 - 14.5.3 ensure that it or its building contractor has put in place public liability and employers' liability insurance of at least £5 million in respect of each claim and provided the Landlord with a summary of the main terms of the insurance and evidence that the premiums have been paid

- 14.5.4 any alteration or addition to the electrical installation at the Property is to be made in accordance with standards prescribed by the Institution of Electrical Engineers and the relevant electricity supply authority (or such other standards as may replace them).
- 14.5.5 the Tenant is to notify the Landlord in writing promptly after completion of any alterations undertaken and to provide the Landlord with "as built" drawings as soon as is reasonably practicable after the completion of any alteration.
- 14.5.6 the following Tenant's obligations are to apply to all alterations to the Property to which the CDM Regulations apply and any licence by which the Landlord gives its consent to alterations is to contain the same provisions.
 - 14.5.6.1 the alterations will be carried out for the benefit of the Tenant and the Tenant in carrying out the alterations will not be acting as agent of the Landlord.
 - 14.5.6.2 the Tenant will be "the Client" for the purposes of the CDM Regulations in relation to the alterations and the Tenant will notify the project to the Health and Safety Executive (or other appropriate body) in accordance with Regulation 21 of the CDM Regulations (and including the all the information required under Schedule 1 of the CDM Regulations) stating that it is the only Client.
 - 14.5.6.3 the alterations will not be commenced unless and until the Tenant has provided the Landlord with a copy of that notification and the notice received from the Health and Safety Executive (or other appropriate body).
 - 14.5.6.4 the Tenant will comply with the CDM Regulations in relation to the alterations.
 - 14.5.6.5 all documentation produced in accordance with the CDM Regulations will on completion of the alterations belong to (and be supplied to) the Landlord and that the Tenant will procure the grant to the Landlord of any copyright or other licences that are necessary to enable the Landlord to make use of this documentation.
 - 14.5.6.6 the Tenant will deliver to the Landlord at the End of this Lease all health and safety files relating to the Property in accordance with the CDM Regulations.
- 14.6 The Landlord gives no express or implied warranty (and the Tenant acknowledges that the Tenant must satisfy itself:
 - 14.6.1 as to the suitability, safety, adequacy or quality of the design or method of construction of any works for which consent is obtained pursuant to this clause 14; or
 - 14.6.2 that any permitted alterations (whether or not consent is required) may be lawfully carried out; or
 - 14.6.3 that any structure or fabric of the Property or the Buildings are able to accommodate the permitted alterations; or
 - 14.6.4 that any of the services supplying the Property or the Building will either have sufficient capacity for or otherwise not be adversely affected by any permitted alterations.

15. **WORKS**

15.1 The Tenant shall carry out and complete the Works.

15.2 The Landlord and the Tenant shall comply with their obligations in respect of the Works as set out in Schedule 5 of this Lease.

16. **ARCHAEOLOGY**

The Tenant will notify the Landlord as soon as is reasonably practicable after any fossils, coins, articles of value or things of historic, prehistoric, geological or scientific interest are discovered in or on the Property and will take all reasonable precautions to protect such articles and things and to prevent removal of or damage to them. Subject to the rights of the Crown under the Treasure Act 1996, the Landlord is to have the sole property in any such articles and things, which are to be dealt with as the Landlord directs.

17. **USE**

17.1 The Tenant is not to use the Property except for the Permitted Use and is not to use any part or parts of the Property (other than the Residential Element) as residential accommodation nor to keep any animal there save that a domestic animal may be kept in the Residential Element with the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed).

17.2 The Residential Element may be used for the Permitted Use or as residential accommodation solely for the occupation of a caretaker employed by the Tenant whose occupation shall be as a licensee only.

17.3 The Tenant is not (a) to do any act or (b) to allow any substance or article to remain upon the Property which may:

17.3.1 constitute a nuisance;

17.3.2 cause damage to the Property or Adjoining Property or other nearby property;

17.3.3 contravene any statute or the requirements of a government department or local regulatory public or other authority.

17.4 The Tenant is to use all reasonable endeavours to minimise any inconvenience disturbance injury damage or annoyance to the Landlord or the occupiers of any Adjoining Property or other nearby property as a result of the undertaking of any act or in allowing any substance or article to remain upon the Property.

17.5 The Tenant is not to use the Property for any illegal or immoral purpose or as a betting shop, amusement arcade or sex shop and is not to hold a sale by auction on the Property.

17.6 The Tenant is not to keep any caravan nor to allow to accumulate upon the Property rubbish of any description or any oil, grease or other deleterious matter or substance that could injure or damage the drainage system.

17.7 The Tenant is not to discharge into any Conducting Media within or that serve the Property any substance or article that:

17.7.1 may obstruct them or cause damage or that is or that could become a source of injury to any person;

17.7.2 is noxious, poisonous (save where such substance or article are required in accordance with the Permitted Use) or radioactive;

17.7.3 is likely to pollute or contaminate;

- 17.7.4 contravenes any statute or the requirements of a government department or local regulatory public or other authority.
- 17.8 The Tenant is to place all scrap materials, refuse and rubbish in proper receptacles within the Property and to arrange for its regular disposal.
- 17.9 The Tenant is not to overload the Building or suspend an excessive weight from any part of it or subject it to any strain beyond which it is designed to bear.
- 17.10
- 17.10.1 From today until Practical Completion of the Works the Tenant shall keep the Property secure and safe at all times and where appropriate adequately boarded and fenced and provide such security and caretaking arrangements as the Landlord and the insurers shall require.
- 17.10.2 From the date of Practical Completion of the Works if the Property is not open for use by members of the general public the Tenant shall keep the Property safe and secure and comply with insurers requirements in relation to such security arrangements.
- 17.11 The Tenant is not to deposit on the Property any controlled waste, special waste or radioactive waste or any other substance that may produce concentrations or accumulations of noxious gases or noxious liquids that may pollute the environment or cause harm to the health of man or other living organisms or land, surface or ground water or ecology systems (save where in accordance with the Permitted Use).
- 17.12 The Tenant is not to release from the Property into any environmental medium outside of the Property any substance in quantities or concentrations that may pollute the environment or cause harm to the health of man or other living organisms, land, surface or ground water or ecology systems.
- 17.13 The Tenant is not to install or use on the Property any instrument, apparatus, machinery or equipment which causes a nuisance or causes damage to the Property.
- 17.14 The Tenant is to comply with (or perform, as appropriate) the rights, restrictions, covenants, liabilities and encumbrances referred to in clause 3 to the extent that they:
- 17.14.1 are enforceable and capable of taking effect;
- 17.14.2 relate to the Property; and
- 17.14.3 are not specifically stated in this Lease to be the responsibility of the Landlord.

18. **PLANNING**

- 18.1 The Tenant is to comply with the Planning Acts in relation to the Property and with every Requisite Consent that relates to the Property.
- 18.2 If the Landlord has granted whatever other consents are needed under this Lease, the Tenant is not to carry out any development or change of use on the Property until:
- 18.2.1 all necessary notices under the Planning Acts have been served and copies supplied to the Landlord;
- 18.2.2 copies of all planning applications (and any plans or documents referred to in them) have been supplied to the Landlord;
- 18.2.3 all necessary permissions under the Planning Acts have been obtained and supplied to the Landlord.

19. **STATUTORY COMPLIANCE**

- 19.1 The Tenant is to comply with every statute and any notice or order from a government department or local public regulatory or other authority or court and to execute all works and provide and maintain all arrangements required by statute or any notice or order that relate to the Property or to activities carried out on the Property or to any substance, article or person on the Property and whether applicable to the Tenant or to the owner, lessor, lessee or occupier of the Property.
- 19.2 The Tenant is to give prompt notice to the Landlord of any defect in the Property which might give rise to a liability or duty on the Landlord and to display in or on the Property all notices which the Landlord may reasonably require.

20. **DISPOSALS BY THE TENANT**

- 20.1 The Tenant is not to assign, underlet or mortgage the whole or any part of the Property, nor to part with possession of the Property, permit another to occupy the Property; share the occupation of the Property or hold the Property on trust for someone else, except if and to the extent permitted under clauses 21, 22 and 23
- 20.2 Nothing in this Lease permits it or any estate or interest derived from or under it or the Property to become vested in or occupied by anyone who:
- 20.2.1 enjoys diplomatic or state immunity other than the government of the United Kingdom of Great Britain and Northern Ireland or any government department; or
- 20.2.2 is not resident in a jurisdiction where reciprocal enforcement of judgments exists.
- 20.3 Within ten (10) Working Days after any transfer, assignment, charge, underlease, sub-underlease or any transmission or other devolution relating to the Property or this Lease (however inferior) the Tenant is to produce:
- 20.3.1 for registration with the Landlord's solicitor a certified copy of any relevant document and to pay the Landlord's solicitor's reasonable charge for registration of at least £50 and the registration fee of any superior landlord; and
- 20.3.2 deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report issued in connection with the relevant transaction.

21. **ASSIGNMENT OF WHOLE**

The Tenant may assign the whole of the Property to a Community Benefit Society or other charitable body with similar charitable purposes to the Tenant with the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed and it shall be unreasonable for the Landlord to withhold consent to an assignment to a proposed assignee which is simultaneously taking on the role and responsibilities of the Tenant, as Tenant, pursuant to the Grant Funding Agreement associated with the use or development of the Property where the following conditions have been complied with:

- 21.1 such assignee must first enter into a deed of covenant with the Landlord to comply with the Tenant covenants in this Lease;
- 21.2 such assignee must first take a novation of the HLF Funding Agreement and the Tenant must guarantee the obligations of the assignee under the said HLF Funding Agreement in such form as the Landlord (defined as the Council shall require); and
- 21.3 the Tenant must enter into an Authorised Guarantee Agreement (as defined in the 1995 Act) in such form as the Landlord shall require prior to any such assignment.

22. UNDERLETTING OF WHOLE OR PART

22.1 The Tenant may not underlet the whole or a Permitted Part of the Property other than by way of:

22.1.1 (unless the Landlord agrees otherwise (such agreement not to be unreasonably withheld or delayed where such occupational agreement provides no security of tenure to the occupier)) an assured shorthold tenancy or service occupancy agreement by way of licence of the Residential Element to an employee of the Tenant who is employed as a caretaker of the Property; and/or

22.1.2 an underletting of the Café Element to an Approved Undertenant with the consent of the Landlord (not to be unreasonably withheld or delayed) provided that the Landlord may refuse such consent absolutely if any one or more the following applies:

22.1.2.1 the term of the proposed underlease is longer than 7 years;

22.1.2.2 the term of the underlease will expire in the last two years of the Contractual Term;

22.1.2.3 the proposed underlease is not excluded from the 1954 Act;

22.1.2.4 the proposed underlease is to be granted to a third party who is not engaged by the Tenant to provide services from the Property which are compatible with the Permitted Use or does not prohibit the underlease from being assigned to an entity to provide services from the Property which are compatible with the Permitted Use

22.1.2.5 the proposed underlease does not prohibit further underletting or the sharing of occupation

22.1.3 an underletting of the whole of the Property to an Approved Undertenant with the consent of the Landlord (not to be unreasonably withheld or delayed) provided that the Landlord may refuse such consent absolutely if any one or more the following applies:

22.1.3.1 the term of the proposed underlease is longer than 7 years;

22.1.3.2 the term of the underlease will expire in the last two years of the Contractual Term;

22.1.3.3 the proposed underlease is not excluded from the 1954 Act;

22.1.3.4 the proposed underlease is to be granted to an Approved Undertenant who is not engaged by the Tenant to provide services from the Property which are compatible with the Permitted Use or does not prohibit the underlease from being assigned to an entity other than an Approved Undertenant to provide services from the Property which are compatible with the Permitted Use

22.1.3.5 the proposed underlease does not prohibit further underletting or the sharing of occupation

22.1.3.6 the District Valuer has not provided his valuation of the Property

22.2 Any underlease granted pursuant to clause 22 must contain the following provisions:

- 22.2.1 a prohibition on any further underletting or the sharing of occupation
 - 22.2.2 a prohibition on the undertenant from doing or allowing anything to be done at the Property which is inconsistent with or in breach with the terms of this Lease;
 - 22.2.3 for re-entry by the underlandlord on the breach of any covenant by the undertenant
- 22.3 Prior to the grant of any such underlease permitted by clause 22.1 the Landlord shall at the written request of the Tenant apply to the District Valuer for approval to the rent and terms of the underlease of the Property or the Permitted Part of the Property and the Landlord shall promptly following receipt of the same forward this to the Tenant or its solicitors (as notified in writing from time to time to the Landlord).

23. MORTGAGE OF WHOLE OR PART

The Tenant may mortgage or charge the whole or part of the Property to a Funder.

24. LANDLORD'S ACCESS

- 24.1 The Tenant is to permit the Landlord and all persons authorised by the Landlord at reasonable times and on reasonable notice (except in an emergency) and subject to complying with any reasonable health and safety or management requirements of the Tenant (acting reasonably) to enter the Property:
- 24.1.1 to establish if the provisions of this Lease or any superior lease or mortgage have been observed;
 - 24.1.2 to carry out work relating to any jointly used facility;
 - 24.1.3 to take schedules and inventories and carry out surveys;
 - 24.1.4 to exercise any right granted or reserved to the Landlord by this Lease;
 - 24.1.5 for any purpose connected with the insurance of the Property or the renewal of this Lease;
 - 24.1.6 to view (and to open up floors and other parts of the Property where that is reasonable) the condition of the Property and any work being carried out at the Property and to take soil samples.
- 24.2 The Tenant is to permit at reasonable times, upon reasonable notice, agents or prospective buyers of any interest superior to this Lease to view the Property provided they are authorised by the Landlord or its surveyor or agent and to permit the Landlord or any superior landlord to fix on the Property a notice or board indicating that an estate or interest superior to this Lease is available for sale.

25. ENERGY PERFORMANCE CERTIFICATES

- 25.1 The Tenant shall:
- 25.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other documentary information held by the Tenant that would assist in obtaining an Energy Performance Certificate; and
 - 25.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and/or Recommendation Report for the Property subject to complying with any reasonable health and safety or management requirements of the Tenant (acting reasonably in all regards).

- 25.2 At the written request of either the Landlord or the Tenant (acting reasonably in all regards), the other shall, free of charge, provide the requesting party with a copy of any Energy Performance Certificate held by it.

26. **LANDLORD'S COSTS**

- 26.1 The Tenant is to pay the Landlord (as if it were rent) within 14 days of demand all reasonable and properly incurred fees charges, costs and other expenses incurred by the Landlord in relation to:
- 26.1.1 every application made by the Tenant for consent, whether it is granted, refused, offered subject to any qualification or withdrawn; including the fees of any superior landlord or mortgagee and their professional advisers unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it;
 - 26.1.2 the preparation and service of a notice under Section 146 of the 1925 Act or incurred in taking or contemplating proceedings under Section 146 and Section 147 of that Act even if forfeiture is avoided otherwise than by a court order;
 - 26.1.3 enforcing or requiring the Tenant to remedy a breach of the provisions of this Lease;
 - 26.1.4 any steps taken in connection with the preparation and service of a schedule of dilapidations during the Term or after the End of this Lease;
 - 26.1.5 determining the full cost of reinstatement of the Property for insurance purposes;
 - 26.1.6 any work undertaken by the Landlord under clause 13
- 26.2 Whenever the preceding clause permits the Landlord to recover fees, charges, costs and other expenses, the Tenant is to pay to the Landlord a reasonable sum (plus VAT if payable) for these services where they are provided by the Landlord or by an associated or subsidiary company.

27. **ENCROACHMENTS**

- 27.1 The Tenant is:
- 27.1.1 not without the consent of the Landlord (not to be unreasonably withheld or delayed) to stop up darken or obstruct any windows in the Building or obstruct any access of light nor to give to a third party acknowledgement that the Tenant enjoys the access of light to any of the windows or openings in the Property by the consent of that third party; and
 - 27.1.2 is to take all reasonable steps to prevent any encroachment or easement being made or acquired over the Property and to give notice to the Landlord promptly if any is attempted.

28. **EVIDENCE OF COMPLIANCE**

The Tenant is, if required by the Landlord to produce such evidence as the Landlord (acting reasonably) may reasonably require to satisfy itself that the provisions of this Lease have been complied with.

29. **INDEMNITY**

- 29.1 The Tenant is to be responsible for and to keep the Landlord indemnified against all Losses resulting directly or indirectly from:
- 29.2 any breach by the Tenant of any of the provisions of this Lease;

- 29.3 the Tenant complying with the Requisite Consents affecting the use and occupation of the Property; and
- 29.4 any claim brought by a third party as a result of the Works or the Tenant's ongoing use and occupation of the Property.

30. END OF THIS LEASE

- 30.1 At the End of this Lease, the Tenant is:
 - 30.1.1 to yield up the Property with vacant possession, decorated and repaired in accordance with and in the condition required by this Lease;
 - 30.1.2 to give up all keys of the Property to the Landlord;
 - 30.1.3 if the Landlord gives the Tenant at least 3 months' notice to do so to remove any addition or alteration made to the Property other than the Works including any demountable partitions if requested by the Landlord and to make good any damage done to the Property during or by the removal and to restore the Property to their original state (other than the Works);
 - 30.1.4 to remove the Tenant's fixtures and fittings (if requested by the Landlord) and all signs erected by the Tenant on or near the Property to make good any damage caused during or by the removal and to restore the Property to their original state; and
- 30.2 Any statutory or other right of the Tenant to claim compensation from the Landlord either on vacating the Property or at the End of this Lease is excluded so far as the law allows.
- 30.3 The Tenant is to permit the Landlord or its agent at any time during the last six (6) months of the Contractual Term (and afterwards) to fix on the Property a notice or board indicating that the Property will be available for letting and during that period to permit persons with the authority of the Landlord or its agent to view the Property.
- 30.4 Unless the Landlord otherwise directs, the Tenant is to complete before the End of this Lease:
 - 30.4.1 any works required by any Requisite Consents including any planning permission or in an agreement with the planning or any other authority entered into as a condition to obtaining planning permission; and
 - 30.4.2 any development or other works begun on the Property before the End of this Lease.

31. ADJOINING PROPERTY

- 31.1 Any dispute between the Tenant on the one hand and the tenants or occupiers of any Adjoining Property on the other as to any easement, right or privilege over the Property or over such Adjoining Property or the use of the Property or as to party walls or other structures separating the Property from the Adjoining Property will be decided either:
 - 31.1.1 by the Landlord whose decision is to be final and binding on all parties to the dispute; or
 - 31.1.2 in such manner as the Landlord reasonably directs.
- 31.2 Nothing express or implied in this Lease is to impose any restriction on the use or development of any property other than the Property or give the Tenant a right to:

- 31.2.1 enforce or require the enforcement or release of any covenant, obligation, agreement, condition, stipulation or liability owed or due to the Landlord or any third party; or
 - 31.2.2 prevent the release, discharge or variation of any such covenant, obligation, agreement, condition, stipulation or liability.
- 31.3 The Tenant is to permit the Landlord and its lessees and the occupiers of any Adjoining Property (if authorised by the Landlord in writing) and subject to obtaining all necessary statutory and other consents to enter the Property in order to carry out any works to such Adjoining Property but only where such works cannot be carried out reasonably conveniently and economically without entering the Property PROVIDED THAT:
- 31.3.1 reasonable prior written notice is given;
 - 31.3.2 any person entering the Property complies with any reasonable health and safety or management requirements of the Tenant (acting reasonably in all regards);
 - 31.3.3 the persons entering do as little damage and cause as little inconvenience as is reasonably practical;
 - 31.3.4 the persons entering make good any damage done to the Property as soon as reasonably practical; and
 - 31.3.5 the persons entering indemnify the Tenant against any loss or damage to the Property arising from such entry that is not made good within a reasonable time.
- 31.4 No easements, rights or privileges are granted by this Lease except those expressly set out in it. Neither Section 62 of the 1925 Act nor the Rule in Wheeldon v Burrows are to apply to this Lease. In particular, unless there is an express provision in the Lease to the contrary neither the Tenant nor the Property is to acquire any rights of light or air in respect of any windows, lights, doors or other apertures in the Property, whether made before or after today, over or against any Adjoining Property.
- 31.5 If the use of any Conducting Media, boundary structures or other things is common to the Property and other property, the Tenant is to be responsible for and to indemnify the Landlord against all sums due from and to undertake all work that is the responsibility of the owner, lessee or occupier of the Property in relation to those things.

32. LIAISON WITH LOCAL RESIDENTS

- 32.1 The Tenant acknowledges its desire to be a good neighbour to the residents of Hampton Row and Cleveland Row and will offer regular meetings with agreed representatives of local residents in Hampton Row and Cleveland Row (the "Representatives") that may be affected by the Works during their construction and operation. The Tenant shall and shall procure that its contractor and such other members of the professional team employed to undertake the Works (or any part thereof) as shall be reasonably required, shall attend such meetings. Local ward councillors and the Landlord will also be invited to attend any such meetings having first been given reasonable prior written notice of the same.
- 32.2 The Representatives will be:-
- 32.2.1 consulted over the construction management plan for the Works for the Property to be agreed with the contractor, with the aim of minimising disruption to the use and occupation of the properties on Hampton Row and Cleveland Row;

- 32.2.2 kept informed and up-to-date with the programming and progress of the Works and the anticipated completion thereof;
 - 32.2.3 provided with details (by way of email address, telephone number and postal address) of a designated contact for the contractor
- 33.3 The meetings will be used to feedback issues to the Tenant and the Landlord as landlord and local authority, and to agree any actions to be taken to mitigate any concerns and issues arising.

33. FORFEITURE

- 33.1 For the purposes of this clause 33, a "Forfeiting Event" is:
- 33.1.1 any Rent (or sum regarded as rent for the purposes of this Lease) being outstanding for twenty one (21) days after becoming due, whether formally demanded or not; or
 - 33.1.2 a breach other than a trivial or insignificant breach by the Tenant of any of the provisions of this Lease that is not remedied to the Landlord's reasonable satisfaction within a reasonable period after the Tenant has been given written notice to do so by the Landlord
- 33.2 Subject to the provisions of clauses 33.2 - 33.9 whenever a Forfeiting Event occurs or exists, the Landlord may enter the Property (or any part of it) at any time even if a previous right of re-entry has been waived, and then the Term will end but without affecting any rights that the Landlord may have against the Tenant including (for example) the breach under which the re-entry is made.
- 33.3 If the Tenant shall have charged by way of legal charge or assigned by way of charge its interest in this Lease to a Funder and gives notice of such charge or assignment to the Landlord then the Landlord shall not exercise its right of forfeiture under this Clause 33 save in accordance with the following provisions of this Clause.
- 33.4 Where clause 33.3 applies the provisions at sub-clauses 33.4-33.9 (inclusive) shall apply.
- 33.5 The Landlord shall on each occasion give notice in writing to the Tenant specifying any alleged breach of the provisions of Clause 33.1 and the remedial actions required to remedy the breach on or before a date (being not less than three months thereafter) specified in such notice which shall allow the Tenant a reasonable time to complete the remedial actions following the service of such notice.
- 33.6 If the alleged breach has not been remedied on or before the date specified in the notice by the Landlord served pursuant to Clause 33.4 the Landlord may at any time thereafter serve a second notice ("the Second Notice") upon the Funder notifying the Funder of its intention to terminate this Lease and forthwith following the expiry of one (1) month after service of the Second Notice (unless the Funder shall have served notice pursuant to Clause 33.7.1) this Lease shall determine and be null and void and without effect but without prejudice to any claim by any party against the other for any antecedent breach.
- 33.7 On or before the expiry of one (1) month after service of the Second Notice the Funder may:
- 33.7.1 give notice to the Landlord of its election to perform the Tenant's obligations under this Lease; or
 - 33.7.2 elect to take no further action
- 33.8 Where the Funder has served notice under Clause 33.7.1 then in relation to such breaches that have occurred as aforesaid (but not further or otherwise) the right of the

Landlord to forfeit this Lease shall be waived in relation to any such breaches PROVIDED THAT if the Funder shall have served notice under Clause 33.7.1 then it shall provide to the Landlord a duly perfected deed of covenant binding the Funder to assume and perform all the Tenant's outstanding obligations under this Lease (including but not limited to performing such obligations of which the Tenant is in breach) such deed to be in a form to be approved by the Landlord (such approval not to be unreasonably withheld or delayed);

- 33.9 In any event, following service of the Second Notice, the Funder or its receiver shall be permitted to enter upon and take possession of the Property but only so as to execute any works matters or things necessary to be done to the Property in order to remedy or rectify any breach

34. **REPRESENTATIONS & WARRANTIES ETC.**

34.1 The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord or by any Council or any of its officers (including the Chief Property Officer) other than one either embodied in this Lease or made before today in writing by the Landlord's solicitor on its behalf in a reply to a written enquiry from the Tenant's Solicitor.

34.2 Nothing in this Lease or in any consent granted by the Landlord implies that the Property may be used for any particular purpose.

35. **EFFECT OF WAIVER**

Each of the Tenant's obligations will remain in force even if the Landlord has waived or temporarily released it.

36. **CONSENTS**

36.1 Any consent of the Landlord under this Lease if it is to be effective must be in writing and signed by or on behalf of the Landlord. For so long as the Council is the Landlord, the Council's Chief Property Officer (or such other officer as the Council nominates in writing from time to time) may sign consents on its behalf.

36.2 If the consent of the Landlord is required, it may be given subject to any necessary further consent being obtained from a superior landlord or mortgagee and nothing in this Lease implies that this further consent may not be unreasonably withheld.

37. **QUIET ENJOYMENT**

The Landlord will permit the Tenant to hold the Property peaceably and without interruption by the Landlord or any person claiming under or in trust for the Landlord subject to the Tenant complying with its obligations under this Lease.

38. **DAMAGE BY INSURED RISKS**

38.1 Subject to clause 38.3 if the Property and/or the Buildings is still unfit for occupation or use or inaccessible four years after the date of damage or destruction by an Insured Risk:

38.1.1 the Landlord or (save where insurance has been vitiated or any payment refused by the insurer by reason of a Tenant's act or default) the Tenant may, by written notice to the other given at any time whilst the Property is still unfit for occupation or use or inaccessible, terminate this Lease; and

38.1.2 such termination of the Lease shall be with immediate effect (but without prejudice to the rights of any party against another in respect of any antecedent breach of covenant) and the proceeds of any insurance put in place by the Tenant or the Landlord pursuant to clause 9 shall be shared as

between the Landlord and the Tenant in such fair and equitable proportion as reflects the values of their respective interests in the Property

- 38.2 If the Tenant shall have charged by way of legal charge or assigned by way of charge its interest in this Lease to a Funder and gives notice of such charge or assignment to the Landlord then the Landlord shall not exercise its right of termination under this Clause 38 save in accordance with the following provisions of this Clause.
- 38.3 Where clause 38.2 applies the following sub-clauses 38.3 –38.6.3 (inclusive) shall apply.
- 38.4 The Landlord shall on each occasion give notice in writing to the Tenant and the Funder at least 3 months before the date that the Landlord intends to serve notice pursuant to clause 38.1 above of its intention to terminate and the date on which termination will occur pursuant to clause 38.1 (the "Proposed Date of Termination").
- 38.5 Before the Proposed Date of Termination the Funder may give notice to the Landlord:
- 38.5.1 of its election to perform the Tenant's obligations under this Lease (including for the avoidance of doubt the obligation on the Tenant to reinstate the Property pursuant to clause 10 so it is fit for occupation and use and accessible); or
- 38.5.2 or elect to take no further action
- 38.6 Where the Funder has served notice under clause 38.5.1 then:
- 38.6.1 it shall, as soon as reasonably practicable thereafter, provide to the Landlord a duly perfected deed of covenant binding the Funder to:
- 38.6.1.1 assume and perform all the Tenant's outstanding obligations under this Lease (including for the avoidance of doubt the obligation on the Tenant to reinstate the Property pursuant to clause 10 so it is fit for occupation and use and accessible) such deed to be in a form to be approved by the Landlord (such approval not to be unreasonably withheld or delayed); and
- 38.6.1.2 assume and perform the Tenant's obligations in clause 10 by such reasonable deadline specified by the Landlord (acting reasonably and not to be unreasonably delayed) (the "Deadline") and the Tenant shall ensure that the proceeds of any insurance put in place pursuant to clause 9 are paid to the Funder for the purpose
- 38.6.2 The Landlord shall not be entitled to exercise its right of termination pursuant to clause 38.1 until after the Deadline has passed.
- 38.6.3 Unless the Funder has served notice under clause 38.5.1 then the Landlord may exercise its right of termination pursuant to clause 38.1.

39. NOTICES

- 39.1 Subject to clause 39.5, any notice given under or in connection with this Lease shall be in writing and given by hand or by recorded delivery at the party's registered office address (if the party is a company having a registered office in the United Kingdom) or (in any other case) at the party's principal place of business in the United Kingdom.
- 39.2 If a notice is given in accordance with clause 39.1, it shall be deemed to have been received:
- 39.2.1 if delivered by hand, at the time the notice is left at the proper address; or

- 39.2.2 if sent by recorded delivery, on the second Working Day after posting.
- 39.3 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this Lease.
- 39.4 If the receiving party consists of more than one person a notice to one of them is notice to all.
- 39.5 Notwithstanding the provisions of clause 39.4 for so long as the Council is the Landlord, notices to the Landlord under this Lease are to be given in duplicate and, so far as reasonably practical, simultaneously to both
- 39.5.1 the Council's Chief Property Officer at Lewis House, Manver Street, Bath BA1 1JG or such other address as the Council shall have notified the Tenant in writing; and
- 39.5.2 the Council's Head of Legal Services at Bath & North East Somerset Council, Guildhall, High Street, Bath BA1 5AW or such other address as the Council shall have notified the Tenant in writing.

40. **CERTIFICATES**

- 40.1 This Lease is a new tenancy for the purposes of Section 1 of the 1995 Act.
- 40.2 For the purposes of sub-section 1(1)(b) of the Contracts (Rights of Third Parties) Act 1999, the parties certify that they do not intend any term of this Contract to be enforceable by any third party except to the extent that the third party has any right or remedy that exists or is available and is enforceable apart from that Act.

41. **COUNCIL'S STATUTORY POWERS ETC.**

- 41.1 Neither this Lease nor anything contained in it is to prejudice or affect the rights, powers, duties, discretions or obligations of the Council in the exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations, and statutory instruments; which rights and powers etc. may be as fully and effectually exercised in relation to the Property as if the Council were not the lessor of the Property or a party to this Lease and regardless of any consent or approval given by the Council as lessor under this Lease.
- 41.2 Any notice, approval or consent given or granted by the Council or any officer of it under this Lease is not given or granted by it in any capacity other than as owner and lessor of the Property and party to this Lease.
- 41.3 No notice, order, consent, permission or licence or other communication given or made by the Council in exercise of any functions given to or conferred on it by public, local or private statutes, bye-laws, orders, regulations, and statutory instruments is to take effect as a consent, permission or approval given by the Landlord under the provisions of this Lease.

42. **LANDLORD'S LIABILITY**

- 42.1 In this clause "assignment" means completion of any transfer or assignment by deed; or any transfer by operation of law, which transfers or assigns the Landlord's reversionary interest in the Property, whether or not that transfer or assignment operates only in equity and whether or not it is registered at HM Land Registry.
- 42.2 Following each assignment, the person who was the Landlord prior to the assignment shall not be liable for a breach of any of the landlord covenants of this Lease occurring after the assignment. This shall not affect any right or remedy of the Tenant in respect of any breach of the landlord covenants of this Lease occurring before the assignment.

43. REGISTRATION OF THIS LEASE AND TRANSFERS

- 43.1 Promptly following the grant of this Lease, the Tenant shall apply to register this Lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within ten (10) Working Days after completion of the registration, the Tenant shall send the Landlord official copies of its title.
- 43.2 Within 28 days of the End of this Lease (and notwithstanding that the Term has ended), the Tenant shall apply to close the registered title of this Lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. The Tenant shall keep the Landlord informed of the progress and completion of its application.
- 43.3 In respect of every disposition of this Lease that is registrable at HM Land Registry, the Tenant shall promptly following completion of the disposition apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a disposition are dealt with promptly and properly. Within ten (10) Working Days of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).
- 43.4 The Tenant shall not:
- 43.4.1 apply to HM Land Registry to designate this Lease as an exempt information document;
 - 43.4.2 object to an application by the Landlord to HM Land Registry to designate this Lease as an exempt information document; or
 - 43.4.3 apply for an official copy of any exempt information document version of this Lease.

44. TENANT'S OPERATING OBLIGATIONS

The provisions of Schedule 4 are to have effect and the Tenant is to comply with them.

45. CIL

- 45.1 In this clause:
- 45.1.1 "CIL Regulations" means the Community Infrastructure Levy Regulations 2010 as amended from time to time and references to "Regulations" to a "Regulation" are to be construed accordingly, unless otherwise expressly provided.
 - 45.1.2 Words and phrases defined in the Regulations have the meanings given to them in the Regulations where used in this clause.
 - 45.1.3 "Relevant Chargeable Development" means any chargeable development of, on or in the Property that is either:
 - 45.1.3.1 (in the case of development permitted by a general consent of the kind referred to in Regulation 64) commenced before the end of the term, or
 - 45.1.3.2 (in any other case) development in respect of which a planning permission was granted before the end of the term.
 - 45.1.4 References to "CIL" or to any "amount of CIL" include references to any CIL payable in kind.

- 45.2 Where the Tenant shall be bound to comply with the CIL Regulations the following provisions shall apply:
- 45.2.1 the Tenant will, by way of an assumption of liability notice given under and in compliance with Regulation 31, assume sole liability for all CIL payable in respect of the Property in respect of all Relevant Chargeable Development.
 - 45.2.2 the Tenant will not transfer or purport to transfer liability to pay CIL in respect of any Relevant Chargeable Development, whether under Regulation 32 or in any other way, to anyone else without the Landlord's prior written consent.
 - 45.2.3 the Tenant will supply copies of all notices given by it or to it under the Regulations to the Landlord and its managing agents immediately it gives them or receives them.
 - 45.2.4 the Tenant will give all notices relating to any Relevant Chargeable Development required to be given to the charging authority under the CIL Regulations within the period prescribed by the relevant Regulation.
 - 45.2.5 If the Tenant has not supplied the Landlord with certified true copies of any assumption of liability notice (under Regulation 31), any notice of chargeable development or any commencement notice that it is required to give under this clause at least five (5) Working Days before the last day on which the Tenant may do so under the CIL Regulations, the Landlord may give such notice on the Tenant's behalf and the Tenant irrevocably appoints the Landlord as its attorney to sign and give such notices to the charging authority on its behalf and, for this purpose, the Tenant is to give the Landlord not less than ten (10) Working Days prior written notice before commencing any chargeable development or authorising or consenting to any chargeable development of the Property.
 - 45.2.6 As between the Landlord and the Tenant, the Tenant accepts full responsibility for:
 - 45.2.6.1 compliance with the CIL Regulations in relation to any and all Relevant Chargeable Development and
 - 45.2.6.2 payment of all amounts of CIL, surcharges, interest costs and all other sums whatsoever that become due or payable to the charging authority under the CIL Regulations in respect of Relevant Chargeable Development, including any payable by the Landlord and any superior lessor (except surcharges on the Landlord or any superior landlord for their own failure to comply with an information notice),.
 - 45.2.7 The Tenant will not commence any Relevant Chargeable Development unless and until it has:
 - 45.2.7.1 given every notice required by the CIL Regulations, including an assumption of liability notice under Regulation 31 and either a notice of chargeable development under Regulation 64 or a commencement notice under Regulation 67, and
 - 45.2.7.2 completed the provision any security required by the Landlord under clause 45.2.9 so that such security is fully valid, effective and enforceable in all respects.
 - 45.2.8 The Tenant agrees to indemnify the Landlord and keep it indemnified from all amounts of CIL, surcharges (except a surcharge on the Landlord for its own failure to comply with an information notice), penalties, interest payments and all costs, claims, damages, demands, expenses losses and

penalties in respect of any breach of its obligations under this clause, including any amount of CIL paid by the Landlord in respect of Relevant Chargeable Development, whether or not the charging authority has:

- 45.2.8.1 given a demand notice or any other notice to the Landlord or
 - 45.2.8.2 obtained a liability order (under Regulation 96) against the Landlord or
 - 45.2.8.3 obtained an order against the Landlord under Regulation 106.
- 45.2.9 The Landlord may, as a condition of giving consent to the making of a planning application require the Tenant to provide such security (whether by way of bank guarantee, bond, money deposit or otherwise) as the Landlord requires for any amount of CIL that may reasonably be expected to become payable in respect of the development in question.
- 45.2.10 The Tenant will not put forward any representations under Regulation 17 or any request to be heard under Regulation 21 without the prior written consent of the Landlord.
- 45.3 If CIL is replaced by another charge or tax on development the Landlord and Tenant agree:
- 45.3.1 as between them the Tenant is to bear the whole of that charge or tax (including any interest, surcharge or penalty for late or non-payment or any failure to comply with the requirements of that charge or tax) and to undertake all responsibility for compliance;
 - 45.3.2 the Tenant and the Landlord will keep each other informed of all notices, acknowledgements and demands relating to that charge or tax, including sending copy documents to the other party promptly upon receipt or in advance of submission;
 - 45.3.3 so far as reasonably possible, this clause 45 (including the indemnity contained in clause 45.2.8) is to apply to that charge or tax in relation to the rights and liabilities of the landlord and Tenant respectively.

46. LANDLORD'S BREAK

- 46.1 The Landlord may by written notice served on the Tenant terminate this Lease at any time following the termination of the HLF Funding Agreement and on service of such notice this Lease shall immediately cease and determine but without prejudice to any claim one party may have against the other for antecedent breach of this Lease.
- 46.2 The Landlord may by written notice served on the Tenant terminate this Lease at any time following receipt of notification pursuant to clause 4.3 that the HLF Funding Agreement will not be awarded to the Tenant and on service of such notice this Lease shall immediately cease and determine but without prejudice to any claim one party may have against the other for antecedent breach of this Lease

47. EXCLUSION OF SECTIONS 24-28 OF THE 1954 ACT

- 47.1 The parties confirm that:
 - 47.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this Lease, not less than fourteen (14) days before this Lease was entered into a certified copy of which notice is annexed to this Lease;
 - 47.1.2 who was duly authorised by the Tenant to do so made a statutory declaration dated 2019 in

accordance with the requirements of section 38A(3)(b) of the 1954 Act a certified copy of which statutory declaration is annexed to this Lease; and

47.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this Lease.

48. NO AGREEMENT FOR LEASE

This Lease is not granted pursuant to any agreement for lease.

49. CHARITIES ACT 2011

The Property will, as a result of this Lease be held by (or in trust for) Cleveland Pools Trust, a non-exempt charity, and the restrictions on disposition imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

IN WITNESS of which the Landlord and the Tenant have today duly executed this Lease

SCHEDULE 1

Easements & other rights granted to the Tenant

The right to enter and remain with or without workmen or equipment on such part or parts of the Retained Land as shall be reasonably necessary in order to carry out any works of repair required pursuant to clause 11.2.2.1.

SCHEDULE 2

Exceptions & Reservations in favour of the Landlord

1. The following rights ("the Reservations") are excepted and reserved from this Lease to the Landlord for the benefit of the Adjoining Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:
 - 1.1 rights of and support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
 - 1.2 the right to use and to connect into Conducting Media at the Property which are either in existence as at today or which are installed or constructed during the Term;
 - 1.3 at any time during the Term, the full and free right to develop the Adjoining Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;
 - 1.4 the right to erect scaffolding at the Property and attach it to any building or structure on the Property in connection with any of the Reservations;
 - 1.5 the right to build on or into any boundary wall of the Property in connection with any of the Reservations; and
 - 1.6 the right to re-route any Conducting Media at or serving the Property or re-route any means of access to or egress from the Property.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
2. The Landlord reserves the right to enter the Property with or without workmen, materials and equipment:
 - 2.1 to repair, maintain or replace any Conducting Media or structure relating to any of the Reservations;
 - 2.2 to repair, maintain, rebuild or carry out any works to the boundary structures on the Retained Land and in particular (but not limited to) that section of the party wall between the points marked A and B on Plan 1 and to maintain and otherwise be responsible for all trees located on the Retained Land; and
 - 2.3 for any other purpose mentioned in or connected with:
 - 2.3.1 this Lease;
 - 2.3.2 the Reservations; and
 - 2.3.3 the Landlord's interest in the Property.
 - 2.4 to repair maintain or replace any structure or landscaping on the Adjoining Property where such works cannot reasonably be undertaken without such entry.
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. The Tenant shall allow all those entitled to exercise any right to enter the Property, to do so with their workers, contractors, agents and professional advisors, and to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice (which need not be in writing) to the Tenant.

Any party exercising any of the Reservations, its workers, contractors, agents and professional advisors, shall cause as little loss, damage, injury, nuisance or inconvenience as reasonably possible and shall make good any damage so caused to the reasonable satisfaction of the Tenant.

SCHEDULE 3
Encumbrances etc. affecting the Property

1. All matters set out in the title number specified in LR2.1 dated 27 June 2017 timed at 13:28:21 and all other rights, covenants, liabilities and other matters affecting the Property other than financial charges;
2. A right of way contained in a conveyance dated 14 October 1966 made between (1) Alexander Richard Rusbridge and Gwendoline Grace Rusbridge and (2) The Mayor Aldermen and Citizens of the City of Bath

SCHEDULE 4
Tenant's Operating Obligations

1. The Tenant shall make available all statutory certificates and other permissions to the Landlord upon request by the Landlord (including but not limited to water / legionnaires' disease testing certificates)

SCHEDULE 5

Works

1. GENERAL

The Tenant shall comply with the following obligations from the date of completion of the Lease until completion of the Works.

2. REPORTING

The Tenant shall keep the Landlord regularly updated as to the progress of the Works and shall promptly supply to the Landlord copies of any sectional agreements and certificates of practical completion issued in relation to the Works.

3. NUISANCE AND DISTURBANCE

3.1 The Tenant will use reasonable endeavours not:

3.1.1 to do anything on or near the Property that might be or become a danger to any adjoining owners or to members of the public generally; or

3.1.2 to cause damage to any Adjoining Property or to any Conducting Media, or interfere with any Conducting Media (unless permitted by and in accordance with a Requisite Consent).

3.2 The Tenant will use reasonable endeavours to procure that the Works are carried out in such manner as causes the least reasonably possible nuisance disturbance and inconvenience to the general public and to the owners and occupiers of and visitors to any Adjoining Property or access to and use of any public highway or private road.

3.3 The Tenant will procure that all reasonable steps are taken to prevent damage to Adjoining Property including public highways and to all Conducting Media in the vicinity of the Property and will make good to the Council's satisfaction any damage done to any Adjoining Property or public highways in the course of the Works.

3.4 The Tenant will not burn or incinerate anything on the Property.

3.5 The Tenant will procure that all refuse and waste is regularly removed from the Property and is disposed of in a manner that complies with all legislation applicable to it.

3.6 The Tenant will procure that adequate wheel-washing facilities are in place within the Property to prevent mud and debris from reaching public highways from the Property.

4. CONSIDERATE CONSTRUCTORS SCHEME

4.1 The Tenant will forthwith register the Property under the CCS, keep it so registered, pay the appropriate fee and procure compliance, during the course of the Works, with the CCS Code of Considerate Practice, including permitting any CCS monitor to inspect whenever requested, displaying the required posters and complying with the CCS disciplinary procedure.

4.2 The Tenant will notify the Council in writing of any proposal or decision (made under the CCS) to remove the Property from the CCS as soon as possible after it becomes aware of the proposal or decision.

5. COUNTY OF AVON ACT

The Tenant will at all times comply with the County of Avon Act 1982.

6. USE OF SITE & HOARDINGS

- 6.1 The Tenant will not use or occupy the Property for any illegal or immoral purpose or for sleeping or for any purpose other than the Permitted Use and any other purpose provided that the Council has first given its consent to such use (such consent not to be unreasonably withheld or delayed).
- 6.2 The Tenant may use the hoardings on or around the Property for the display of advertisements, notices or signs relating to the Works and the redevelopment of the Property for the Permitted Use which shall include but not be limited to Heritage Lottery Funding acknowledgement signs.
- 6.3 The Tenant will remove all signs, advertisements, posters and graffiti unlawfully attached to or put on any hoardings at the Property as soon as reasonably possible.

7. DAMAGE & REINSTATEMENT

The Tenant will notify the Landlord as soon as possible following the occurrence of any damage to, or destruction of, the Works, whether or not caused by any of the Insured Risks, and in any such case will, subject to all Requisite Consents being obtained, promptly reinstate the Works in accordance with the provisions of this clause 10 of this Lease.

Original

EXECUTED as a DEED (but not delivered until the date hereof) by affixing THE COMMON SEAL of **BATH AND NORTH EAST SOMERSET COUNCIL** in the presence of:

Authorised Signatory

Counterpart

EXECUTED AS A DEED by **CLEVELAND POOLS TRUST** acting by a director and its secretary/two directors:

Director

Secretary/Director