

[Item 15a Appendix 1](#)

DATED

~~20~~2018

BOROUGH COUNCIL OF CALDERDALE

and

TODMORDEN TOWN COUNCIL

LE A S E

Relating to part of Centre Vale Park, Todmorden

Term : [2515](#) years
Commencement :
Rent Reserved : £1.00 pa exclusive

Democratic and Partnership Services
Borough Council of Calderdale
Princess Buildings
Princess Street

Halifax
HX1 1TS

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| | |
|---|---|
| LR1. Date of lease | |
| LR2. Title number(s) | LR2.1 Landlord's title number: WYK 653983 LR2.2 Other title numbers |
| LR3. Parties to this Lease | Landlord – THE BOROUGH COUNCIL OF CALDERDALE of the Town Hall Halifax HX1 1UJ Tenant: TODMORDEN TOWN COUNCIL of Todmorden Community College Burnley Road Todmorden OL14 7BX |
| 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. Plot of ground forming part of Centre Vale Park Todmorden West Yorkshire comprising 2,230 square metres or thereabouts shown edged red on the plan attached to this Lease |
| LR5. Prescribed statements etc | LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. NONE |
| LR6. Term for which the Property is leased | The term is as follows: 25 years commencing on and including the 2020 and expiring on and including the 2045 |
| 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 |

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| | |
|---|--|
| | <p>NONE</p> <p>LR9.2 Tenant's covenant to (or offer to surrender this lease)</p> <p>NONE</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>NONE</p> |
| LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property | NONE |
| LR11. Easements | <p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>As referred to in the First Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property</p> <p>As referred to in the Second Schedule</p> |
| LR12. Estate rent charge burdening the Property | NONE |
| LR13. Application for standard form of restriction | NONE |
| LR14. Declaration of trust where there is more than one person comprising the Tenant | N/A |

THIS LEASE made the day of Two thousand and ~~TwentyEighteen~~ **BETWEEN THE BOROUGH COUNCIL OF CALDERDALE** of The Town Hall Halifax West Yorkshire HX1 1UJ (hereinafter called "the Landlord" which expression shall where the context so admits include the reversioner for the time being immediately expectant on the term hereby created) of the one part and **TODMORDEN TOWN COUNCIL** of Todmorden Community College Burnley Road Todmorden West Yorkshire OL14 7BX (hereinafter called "the Tenant" which expression shall where the context so admits include its successors in title) of the other part

WITNESSETH as follows:

- 1.** **IN** consideration of the rent and Tenant's covenants hereinafter reserved and contained the Landlord hereby demises unto the Tenant **ALL THAT** plot of ground comprising 2,230 square metres or thereabouts [comprising an existing skate park \("the Existing Facilities"\)](#) forming part of Centre Vale Park Todmorden aforesaid **ALL WHICH** said property is shown on the Plan appended hereto at the First Appendix (hereinafter referred to as "the Plan") and thereon edged red (hereinafter called "the Demised Premises") **AND ALSO** the fixtures and fittings in the nature of Landlord's fixtures **TOGETHER WITH** the appurtenances thereto belonging and together also with the rights as specified in the First Schedule hereto **EXCEPTING AND RESERVING** to the Landlord the rights as specified in the Second Schedule hereto **TO HOLD** the Demised Premises unto the Tenant commencing on and including the day of Two thousand and ~~TwentyEighteen~~ for the term of ~~25~~**45** years and expiring on and including the day of Two thousand and ~~Forty-Five~~**Thirty-Three** subject nevertheless to the proviso for re-entry hereinafter contained **YIELDING AND**

PAYING therefor during the said term yearly and proportionately for any fraction of a year the yearly rent of £1.00 (if demanded) payable on the day of in each year **AND** in the event of any rent hereby reserved or made payable hereunder or any part thereof being unpaid fourteen days after the same becomes due under the provisions hereinbefore contained **PAYING** by way of additional rent (but without prejudice to any right of action or remedy of the Landlord for the recovery of the said rent) interest on such sum calculated on a day to day basis at the rate as well after any judgment as before of one per centum above the base lending rate of National Westminster Bank plc for the time being in force from the due date of such sum to the actual date of payment such interest to be payable by the Tenant to the Landlord on demand and to be recoverable as rent in arrear.

2. _____ THE Tenant hereby covenants with the Landlord to the intent that the obligations may continue throughout the said term as follows:

- (1) To pay during the said term the reserved rent without any deduction whatsoever at the times and in manner aforesaid
- (2) To defray (or in the absence of direct assessment on the Tenant to repay to the Landlord a fair proportion of) all existing and future rates assessments charges and outgoings of every kind and description payable by law in respect of the Demised Premises or any part thereof by the owner lessor tenant or occupier thereof
- (3) The Tenant shall ~~use reasonable endeavours at its own cost to~~ construct improved wheels park facilities on the Demised Premises ("the Improved Facilities") at its own cost within 5 years of the date of this Lease ~~a wheels park (hereinafter referred to as "the Wheels Park") on the Demised Premises~~ having first obtained

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the Landlord's consent (such consent not to be unreasonably withheld or delayed) to the specification of the [Improved FacilitiesWheels Park](#) in writing and having carried out all necessary checks with the appropriate statutory undertakers regarding the location and capacity of any services in the Demised Premises and provided that all necessary consents (including for the avoidance of doubt any [planning consent required for the construction of the Improved Facilities and any](#) flooding consent that may be required from the Environment Agency) have been obtained prior to commencement of the construction of the [Improved FacilitiesWheels Park](#)

(4) The specification for the [Improved Facilities Wheels Park](#) having been approved by the Landlord not without the previous written consent of the Landlord (such consent not to be unreasonably withheld or delayed) to erect any further building structures pipe partition wire or post upon the Demised Premises nor to make or suffer to be made any alteration or improvement in addition thereto nor to commit or permit or suffer any waste spoil or destruction in or upon the Demised Premises nor to cut maim or injure of suffer to be cut maimed or injured any wires pipes drains appurtenances fixtures or fittings thereof and to report in writing to the Landlord any wants of reparation of the structure and external parts of the Demised Premises

(5) The Tenant shall at its own cost during the construction of the [Improved FacilitiesWheels Park](#) provide a suitable fence around the Demised Premises the specification height and location of such fence to be agreed with the Landlord's Park Manager prior to work commencing on the Demised Premises for the construction of the [Improved FacilitiesWheels Park](#) such agreement not to be unreasonably withheld or delayed

- (6) (i) To do all such things as are under or by virtue of any Act or Acts of Parliament now or hereafter to be passed and orders byelaws rules and regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the Demised Premises or any part thereof or in respect of the user thereof by the owner lessee tenant or occupier thereof or any other person and at all times to save harmless and to keep indemnified the Landlord against any claims demands costs expenses properly and reasonably incurred by the Landlord in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Demised Premises in obedience to a notice served by the Landlord in its function as a local authority
- (ii) To comply with all current and future Health and Safety requirements
- (iii) To comply with its obligations under the Construction (Design and Management) Regulations 2015 (SI2015/51)
- (7) (a) To pay a fair proportion (to be conclusively determined by the Surveyor for the time being of the Landlord acting reasonably) of the expenses reasonably incurred in respect of repairing rebuilding and cleansing all party walls fences sewers drains channels sanitary apparatus pipes wires and other things the use of which is common to the Demised Premises and to other premises
- (b) To pay a fair proportion (to be conclusively determined by the Surveyor for the time being of the Landlord) ~~the whole~~ of the expenses reasonably incurred in respect of repairing rebuilding and cleansing all sewers drains channels sanitary apparatus and pipes

solely serving the Demised Premises (whether falling outside or inside the curtilage of the Demised Premises)

(8) Without prejudice to the provisions of the Second Schedule hereto to permit the Landlord and its agents surveyors and other authorised by it respectively at all reasonable times (and at any time in the case of emergency) to enter upon the Demised Premises to carry out any work required to comply with the Landlord's obligations under this Lease and to effect repairs to any adjoining buildings belonging to the Landlord and at all reasonable times (upon previous written notice except in the case of emergency) to enter upon and view the state and condition of the Demised Premises and within two months after the Landlord or the Landlord's agents or surveyors shall have given to the Tenant or left on the Demised Premises a notice in writing of any breach of the Tenant's obligations in this Lease relating to the state and condition of the Demised Premises (or immediately if the works are required as a matter of urgency) the Tenant shall commence and diligently proceed to make good the same PROVIDED THAT if the Tenant shall not within two months after service of such notice (or immediately if the works are required as a matter of urgency) commence and proceed diligently with the execution of the works specified as aforesaid it shall be lawful for the Landlord and its agents surveyors and workmen to enter upon the Demised Premises (without prejudice to the Landlord's right of re-entry) and execute such repairs and works and the cost thereof (which expression shall include but not be limited to all legal costs and surveyors' fees and other expenditure reasonably and properly incurred and including VAT) shall be a debt immediately payable by the Tenant to the Landlord on demand and in default shall be recoverable as rent in arrear

(9) Not to store or bring upon the Demised Premises any articles of a specially combustible inflammable or dangerous nature and not to do or permit or suffer to be done in the Demised Premises anything by reason whereof any insurance effected by the Landlord may be rendered void or voidable or whereby the rate of premium thereon may be increased and to comply at his own expense with all requirements of the insurers thereunder and fire authorities as to fire precautions relating to the Demised Premises provided that such requirements shall have been notified to the Tenant by the insurers and authorities or the Landlord

(10) To exercise [such](#) supervision over the Demised Premises [so as](#) to ensure that any noise and inconvenience to adjoining residents is minimised as far as possible [and not to use or permit to be used on the Demised Premises any loudspeaker or other sound productive equipment designed to be audible outside Centre Vale Park](#)

(11) Not to use or permit or suffer the Demised Premises or any part thereof to be used for any illegal or immoral purposes

(12) Not without the Landlord's previous consent in writing (such consent not to be unreasonably withheld or delayed) to use or allow to be used the Demised Premises other than [the Existing Facilities as a skate park and the Improved Facilities](#) as a [wWheels pPark](#)

(13) Not to exhibit or suffer so to be upon any part of the Demised Premises any signs or advertisements except in such manner and in such form and character as shall have been previously approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed)

(14) Not to assign underlet or [share or](#) part with the possession of the Demised Premises or any part thereof except with the consent of the Landlord (such consent not to be unreasonably withheld or delayed)

(15) Not to allow to accumulate any refuse or cause any obstruction on or about the Demised Premises nor permit the drains to be obstructed.

(16) [\(a\)](#) To pay all expenses including Solicitors' and Surveyors' fees properly and reasonably incurred by the Landlord of and incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or properly and reasonably incurred in or in reasonable contemplation of proceedings under Section 146 or 147 of that Act other than in relation to the state and condition of the Demised Premises notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court.

[\(b\) To pay all expenses including solicitors' and surveyors' fees properly and reasonably incurred by the Landlord of and incidental to the service of all notices and schedules relating to any breach of the Tenant's covenants in this Lease relating to the state and condition of the Demised Premises and whether served during or after the expiration or sooner determination of the term hereby granted \(but relating in all cases to such wants of repair that occurred not later than the expiration or sooner determination as aforesaid\)](#)

(17) At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted user hereunder or otherwise and to indemnify (as well after the expiration of the said term by effluxion of time or otherwise as during its continuance) and to keep the Landlord

indemnified against all liability whatsoever including costs and expenses in respect of any contravention thereof and forthwith to produce to the Landlord on receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant by a Planning Authority under or by virtue of the said Act affecting or relating to the Demised Premises and at the request and cost of the Landlord to make or join with the Landlord in making every such objection or representation against the same that the Landlord shall reasonably deem expedient

(18) To indemnify and keep indemnified the Landlord against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence), default or breach of this Lease or breach of its statutory duty, (save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Lease or breach of statutory duty by the Landlord) and shall take out and maintain throughout the said term insurance to cover the risks provided by this clause in respect of third party liability arising from the used of the Demised Premises at a minimum level of £10,000,000.00 (Ten million pounds) for any one claim or such greater level as may be considered reasonable from time to time during the term following the undertaking of a risk assessment by either party ~~The Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Demised Premises and loss of amenity of the Demised Premises) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant's covenants in this Lease or any act or omission of the Tenant, any~~

~~_____~~

(19) To observe and conform to all reasonable regulations and restrictions made by the Landlord for the proper management of the Demised Premises and notified in writing by the Landlord to the Tenant from time to time

(20) To permit the Landlord during the three months immediately preceding the determination of the said term (or sooner if the rent hereby made payable or any part thereof shall be in arrear and unpaid for upwards of one calendar month) to affix and retain without interference upon any part of the Demised Premises a notice for reletting the same and during such period to permit persons with written authority of the Landlord or the Landlord's agents at reasonable times of the day to view the Demised Premises but at their own risk provided always that such notice is placed in a position approved by the Tenant bearing in mind the use of the Demised Premises [in accordance with clause 2\(12\) as a Wheels Park](#)

(21) To yield up the Demised Premises with the fixtures and fittings and additions thereto (Tenant's fixtures only excepted) at the expiration or sooner determination of the said term cleared of all rubbish and the Tenant's effects and in good and safe repair and condition in accordance with the [Tenant's obligations provisions](#) in this Lease ~~contained~~

(22) To pay all legal costs and Surveyors' fees properly and reasonably incurred by the Landlord attendant upon or incidental to every application made by the Tenant for each and every consent hereinbefore required or made necessary whether the same be granted or lawfully refused or proffered subject to any lawful qualification or whether the application be withdrawn

[\(23\) The Tenant shall permit the Existing Facilities and the Improved Facilities to be used by the general public free of charge](#)

(24) Should lighting be installed at the Demised Premises the Tenant shall ensure that its use is in compliance with any planning consents and any Act and in any event the Tenant shall ensure that the lighting is controlled by a timer and is switched off no later than 10pm

(25) The Tenant shall be responsible for the day to day management of the Demised Premises and shall ensure that they are kept clean and tidy at all times (save during the construction of the Improved Facilities)

(26) The Tenant shall ensure that the Demised Premises are not used by the general public during the construction of the Improved Facilities

3. (1) THE Landlord hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained that the Tenant shall peaceably hold and enjoy the Demised Premises throughout the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord Save That the Tenant hereby acknowledges that if the Demised Premises are from time to time flooded by river waters as a consequence of a Deed of Covenant of even date made between the Tenant and the Environment Agency then the Landlord shall not be held liable for a breach of this quiet enjoyment covenant

(2) The Landlord shall at its own cost obtain any necessary planning consents or other necessary consents that may be required for the use specified in Clause 2(12) but for the avoidance of doubt the Tenant shall be responsible (at its own cost) for obtaining any necessary consents (including planning consents) for the construction of the Improved Facilities

(3) The Landlord shall be responsible for the routine maintenance of the Existing Facilities and following completion of construction (but not during the said construction) of the Improved Facilities~~Following completion of the construction of the Wheels Park the Landlord shall be responsible for all routine maintenance of the Wheels Park~~ (such maintenance to be undertaken in accordance with the management plan appended to this Lease at the Second Appendix) but for the avoidance of doubt the Landlord shall not be responsible for carrying out major repairs to the Existing Facilities or Improved Facilities ~~Wheels Park~~ or the equipment installed upon the Demised Premises ~~#~~ or for the replacement of the equipment installed upon the Demised Premises~~Wheels Park~~

(4) The Landlord shall indemnify and keep indemnified the Tenant against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever arising in tort (including negligence), default or breach of this Lease or breach of its statutory duty,(save to the extent that the same is directly caused by or directly arises from the negligence, breach of this Lease or breach of statutory duty by the Tenant) and shall take out and maintain throughout the said term insurance to cover the risks provided by this clause in respect of third party liability arising from the use of the Demised Premises at a minimum level of £10,000,000.00 (Ten million pounds) for any one claim or such greater level as may be considered reasonable from time to time during the term following the undertaking of a risk assessment by either party~~keep the Tenant indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses arising from any third party claim brought against the Tenant as a result of or in connection with any breach of any landlord's covenants in this Lease and~~

~~that the Landlord shall pay the Tenant the sum of four hundred pounds (£400.00) on the completion of this Lease as a contribution towards the legal costs incurred by the Tenant in the preparation and completion of this Lease~~

4. PROVIDED always and it is hereby agreed as follows:

(1) If and whenever during the said term the rent hereby reserved or made payable shall be in arrear and unpaid for fourteen (14) days next after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-observance or non-performance of any of the covenants on the part of the Tenant herein contained or if the Tenant (being an individual) shall become bankrupt or if the Tenant (being a company) shall enter into liquidation whether compulsory or voluntary (save for the purpose of amalgamation or reconstruction of a solvent company) or if a receiver shall be appointed of its undertaking or if the Tenant for the time being shall enter into an arrangement or composition for the benefit of the Tenant's creditors or shall suffer any distress or execution to be levied on the Tenant's goods and in any of the said cases it shall be lawful for the Landlord at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and thereupon the said term shall absolutely cease and determine but without prejudice to any rights or remedies which may then have been accrued to either party against the other in respect of any antecedent breach of any of the covenants herein contained.

~~(2) If the Demised Premises or any part thereof shall be destroyed or rendered unfit for use by fire or other peril insured against as aforesaid then and as often as the same shall happen a just proportion of the rent hereby reserved according to~~

Commented [MH1]: Clause deleted as the rent is only £1 so there would be no need to suspend it in the event that the Demised Premises could not be used due to damage or destruction

~~the extent of the damage sustained shall cease to be payable for whichever of the~~

~~(a) a period of one year~~

~~(b) the period during which the Demised Premises or any part thereof shall remain unfit for use and~~

~~(c) the expiration of three months from the date of service by either party upon the other of a notice to determine the Lease~~

~~(3) Where in accordance with the provisions of the immediately preceding paragraph hereof a question arises as to the amount of abatement to be made in the said rent the same shall be determined by a Surveyor appointed by the Landlord for such purpose and in determining the amount the said Surveyor shall be instructed to have regard to the extent of the damage and the extent to which the Demised Premises are unfit for use and shall act reasonably.~~

(24) The Landlord shall not be responsible to the Tenant or the Tenant's licensees employees agents or other persons in the Demised Premises or calling upon the Tenant for any accident happening or injury suffered or damage to or loss of any chattel or property sustained on the Demised Premises

(35) It is hereby certified that each of the Tenant's covenants herein contained shall remain in full force both at law and in equity notwithstanding that the Landlord shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Landlord

(46) For the purpose of service of all notices hereby or by statute authorised to be served the regulations as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be incorporated herein

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(57) Any notice to be served on the Landlord shall be marked for the attention of the Head of Neighbourhoods The Borough Council of Calderdale Westgate House Westgate Halifax HX1 1PS or such other contact name or address as the Landlord may specify in writing to the Tenant

(68) Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any premises belonging to the Landlord or limit or affect the right of the Landlord to deal with the same now or at any time hereafter in any manner which may be thought fit nor shall anything herein contained confer on the Tenant any liberty privilege easement right or advantage whatsoever mentioned or referred to in Section 62 of the Law of Property Act 1925 save those expressly set out herein

(79) If at any time during the continuance of this Lease the Landlord or its tenants or licensees shall desire to execute repairs or alterations or works to any property neighbouring the Demised Premises whether immediately adjoining the Demised Premises or not and there is no other practical way to carry out such works other than by entering the Demised Premises and if the Landlord or its tenants or licensees shall give to the Tenant at least seven days' notice (except in the case of emergency in which case notice shall not be required) of their intention to do so **THEN** the execution of such repairs alterations or works shall not be deemed to be an interruption of the Tenant's peaceable enjoyment of the Demised Premises provided that without prejudice to the generality of the foregoing the Landlord shall indemnify the Tenant in respect of any damage to the Demised Premises caused by reason of the execution of such repairs alterations or works and shall ensure that such works are completed with the minimum inconvenience and interruption to the Tenant and doing no avoidable damage to the Demised Premises and

immediately making good any such damage caused to the reasonable satisfaction of the Tenant

(840) Notwithstanding the acceptance of or demand for rent by the Landlord with knowledge of a breach of any of the covenants on the part of the Tenant herein contained the Landlord's right to forfeit this Lease on the grounds of such breach shall remain in force and the Tenant shall not in any proceedings for forfeiture be entitled to reply upon any such acceptance or demand as aforesaid as a defence **PROVIDED** that this provision shall have effect in relation only to an acceptance of or demand for rent made during such period (if any) as may in all circumstances be reasonable for enabling the Landlord to conduct any negotiations with the Tenant for remedying the breach which shall have commenced by either party upon the Landlord becoming aware of the said breach

5. TERMINATION

(1) The Tenant may determine this Lease upon the provision of not less than one month's notice to the Landlord in the event that the Tenant is not able to complete the construction of the Improved Facilities within five years of the date of this Lease for any reason (including This Lease shall automatically determine in circumstances where there is no grant funding available to the Tenant for the construction of the Improved FacilitiesWheels Park in accordance with the provisions of this Lease or if an application to the Environment Agency for flooding defence consent is unsuccessful)

(2) The Tenant shall give one month's written notice to the Landlord as soon as becoming aware that there is no funding available

(3) In the event that the Demised Premises and/or the equipment installed upon the Demised Premises are damaged or destroyed or if the Demised Premises or

said equipment become unfit for use (notwithstanding that the Landlord has complied with its obligations under Clause 3(3) then the Landlord and the Tenant (acting in good faith) shall hold talks to try to identify funding (including possible external funding) for the repair or reinstatement of the Demised Premises or the said equipment (as the case may be) or for the replacement of the said equipment but in the event that such funding is not available and the Landlord (acting reasonably) considers that it is not cost effective to undertake the necessary repairs, reinstatement of replacement then either party may determine this Lease upon the provision of not less than 3 months' written notice to the other party and upon the expiry of such notice this Lease shall determine

(3) On termination of the Lease under Clause ~~5-5(4)~~ everything contained in this Lease ceases and determines but without prejudice to any claim by either party against the other in respect of any antecedent breach of any obligation contained in this Lease

(4) The Landlord will indemnify the Tenant against all reasonable costs associated with the termination of this Lease pursuant to this clause 5 including but not limited to any solicitors' or other professionals' costs

6. UNLESS the contrary appears hereunder it is hereby agreed and declared as follows:

(1) Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender as the case may require

(2) Where there is more than one Tenant of the Demised Premises all the covenants and obligations herein contained on the part of the Tenant shall be deemed to be joint and several covenants and obligations

7. _____ **IT** is hereby certified that this Lease does not give effect to an agreement for a Lease

IN WITNESS whereof the parties hereto have executed these presents as a Deed the day and year first before written

THE FIRST SCHEDULE

(Right granted in favour of the Tenant)

- (1) The right to pass and repass on foot only over the accessways shown coloured blue and brown on the Plan to enable access to and egress from the Demised Premises to Burnley Road Todmorden aforesaid
- (2) The right to pass and repass with motor vehicles over and along the access ways shown coloured blue on the Plan during the period of construction and for the future maintenance of the Wheels Park (by arrangement with the Landlord's Park Manager and subject to any reasonable conditions that the Landlord's Park Manager may impose to protect any part of the access way shown coloured blue that may comprise grassed areas) or such other routes as the Landlord's Park Manager shall designate acting reasonably should the ground condition of the access way shown coloured blue deteriorate
- (3) The free passages and running of electricity and drainage of water to and from the Demised Premises to soakways wires and drains now or at any time on the adjoining land of the Landlord together with the right to connect into such services and to enter the Landlord's adjoining land for the purposes of inspecting the condition and state thereof and for the carrying out any works of repair renewal of the services making good in each case any damage to the Landlord's adjoining property caused by such entry

THE SECOND SCHEDULE

(Exceptions and Reservations in favour of the Landlord)

- (1) The free passage and running of gas electricity water and soil coming from any other buildings and lands of the Landlord and its tenants by and through

the wires pipes channels and drains of the Demised Premises or any of them or any part or parts thereof

- (2) The right of entry at reasonable times and on reasonable notice (except in emergency) upon the Demised Premises for the purposes of:
- (i) inspecting the condition and state thereof
 - (ii) carrying out any work in connection with the Landlord's maintenance [obligations for](#) ~~of~~ the Wheels Park (whether of repair or otherwise) for which the Landlord ~~or the Tenant~~ is liable under this Lease
 - (iii) carrying out any work (whether of repair or otherwise) to any property adjoining the Demised Premises or to any party structure sewer drain pipe wire or other thing used by the Tenant in common with others
 - (iv) carrying out any repairs to the services referred to in (1) hereof or providing additional services thereto

In each case the Landlord making good any damage to property caused by such entry as soon as possible and to the reasonable satisfaction of the Tenant

- (3) The right to repair build on develop deal with and use any adjoining or neighbouring property retained by the Landlord in such manner as it considers fit even though the amenity of the Demised Premises or the access of light or air thereto may be lessened thereby and without making any compensation to the Tenant

- (4) The right to pass and repass on foot only over the accessway shown coloured green on the Plan linking the existing paths through Centre Vale Park Todmorden

**THE CORPORATE COMMON SEAL of
THE BOROUGH COUNCIL OF
CALDERDALE** was affixed (but not
delivered until the date hereof) in the
presence of: }

**THE CORPORATE COMMON SEAL of
TODMORDEN TOWN COUNCIL** was
affixed (but not delivered until the date
hereof) in the presence of:- }

FIRST APPENDIX
(The Plan)

SECOND APPENDIX
(The management plan)