

Dated _____ 2025

ROTHER DISTRICT COUNCIL

and

BEXHILL TOWN COUNCIL

LEASE

Of

PEBSHAM (SEABOURNE ROAD) RECREATION GROUND, BEXHILL-ON-SEA EAST
SUSSEX

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LR1. Date of Lease	2025
LR2. Title Number(s)	LR2.1 COUNCIL's title number(s) ESX228013 and ESX439273 [<i>pending first registration</i>] and P92424, P92423, P94268, P92422 and P91423 LR2.2 Other title numbers None
LR3. Parties to this Lease	Landlord ROTHER DISTRICT COUNCIL Town Hall, London Road, Bexhill-on-Sea, East Sussex TN39 3JX Tenant BEXHILL TOWN COUNCIL of Town Hall, Town Hall Square, Bexhill-on-Sea, East Sussex TN39 3JX
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 THE PROPERTY DESCRIBED IN CLAUSE 1.1
LR5. Prescribed statements etc.	LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None. LR5.2 This Lease is made under, or by reference to, provisions of: The Local Government Act 1972 and all other powers enabling the Landlord to make it.
LR6. Term for which the Property is leased	The term is as follows:- A term of 25 years commencing on and including the date of this Lease and ending on and including 2050.
LR7. Premium	None.
LR8. Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that restricts dispositions.
LR9. Rights of acquisition etc.	LR9.1 Tenants contractual rights to renew this Lease, to acquire the reversion or another lease of the

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	<p>Property, or to acquire an interest in other land.</p> <p>None.</p> <p>LR9.2 Tenant's covenants 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 COUNCIL 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>Clause 3.1.</p> <p>LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property.</p> <p>Clause 4.</p>
LR12. Estate rentcharge burdening the Property	None.
LR13. Application for standard form of restriction	<p>The Parties to this Lease apply to enter the following standard form of restriction against the title of the Property.</p> <p>None.</p>
LR14. Declaration of trust where there is more than one person comprising the Tenant	

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THIS L E A S E is made the day of Two Thousand and Twenty Five BETWEEN

(1) ROTHER DISTRICT COUNCIL of Council Offices Vicarage Lane Hailsham East Sussex TN39 3JX ("the Council" referred to in Clause LR3 as the COUNCIL);

(2) BEXHILL TOWN COUNCIL Town Hall Town Hall Square Bexhill-on-Sea East Sussex TN39 3JX ("the Tenant")

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation set out in this clause apply to this lease.

Break Date	means a date which is not less than 12 months after the service of a Break Notice
Break Notice	means written notice to terminate this lease specifying a break date which is not less than 12 months after the services of the written notice and served in accordance with clause 34
Competent Authority:	any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department including Fields in Trust or any of them or any of their duly authorised officers.
Contractual Term	A term commencing on and including the date of this lease and ending on and including 2050.
Council's Neighbouring	Each and every part of the adjoining and neighbouring property in which the Council has an interest and

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Property: registered at HM Land Registry with Title Number ESX228013, ESX439273, P92424, P92423, P94268, P91422, P92422, P91423.

Default Interest Rate: Four percentage points above the Interest Rate.

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

LTA 1954: Landlord and Tenant Act 1954.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: means the use of the land as a public recreation ground and children’s play area.

Plan 1: the plan attached to this lease marked “Plan 1”.

Plan 2: the plan attached to this lease marked “Plan 2”.

Plans: together Plan 1 and Plan 2.

Property: All that land shown edged red on the Plans [excluding edged blue ...].

Rent: One Pound (£1.00) per annum if demanded.

Retained Land: [remainder of [ESX228013](#)]

Reservations: All of the rights excepted, reserved and granted to the Council by this lease.

Service Media: All media for the supply or removal of heat, electricity, water, sewage, energy, telecommunications, data and

Commented [BC1]: Awaiting instructions as to whether a Lease plan of all title numbers will be provided or whether we will be incorporating all the individual title plans

Commented [BC2]: Drafting note: To consider further once extent of titles to be included confirmed and cross reference with Neighbouring Property.

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all other services and utilities and all structures,
machinery and equipment ancillary to those media.

Third Party Rights: All rights, covenants and restrictions affecting the the Property and the Council's Neighbouring Property.

VAT: Value added tax chargeable under the VATA 1994 or any similar replacement or additional tax.

VATA 1994: Value Added Tax Act 1994.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Council includes a reference to the person entitled to the immediate reversion to this lease. A reference to the Tenant includes a reference to its successors in title and assigns
- 1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined by the Council acting reasonably.
- 1.5 The expressions Council's covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the Property are to the whole and any part of it.
- 1.7 A reference to the term is to the Contractual Term.
- 1.8 A reference to the end of the term is to the end of the term however it ends.
- 1.9 References to the consent of the Council are to the consent of the Council given in accordance with clause 30.5 and references to the approval of the

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Council are to the approval of the Council given in accordance with clause 30.6.

- 1.10 Unless otherwise specified, a reference to a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.11 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation in this lease on the Tenant not to do something includes an obligation not to agree to or knowingly suffer that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.
- 1.13 Unless the context otherwise requires, where the words include(s) or including are used in this lease, they are deemed to have the words "without limitation" following them.
- 1.14 A person includes a corporate or unincorporated body.
- 1.15 References to writing or written do not include faxes or e-mail.
- 1.16 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this lease.
- 1.17 Clause and paragraph headings do not affect the interpretation of this lease.

GRANT

- 2.1 The Council lets with full title guarantee the Property to the Tenant for the Contractual Term.

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- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Council the rights set out in clause 4 and subject to the Third Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Council:
 - 2.3.1 the Rent;
 - 2.3.2 all interest payable under this lease; and
 - 2.3.3 all other sums due under this lease.

ANCILLARY RIGHTS

- 3.1 The Council grants the Tenant the following rights (the Rights):
 - 3.1.1 to use and to connect into any Service Media that belong to the Council and serve (but do not form part of) the Property which are in existence at the date of this lease;

[any additional Rights]
- 3.2 The Rights are granted in common with the Council and any other person authorised by the Council.
- 3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not do anything that may interfere with any Third Party Right.
- 3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use and in accordance with any regulations made by the Council.
- 3.5 In exercising the Rights mentioned in clause 3.1, the Tenant shall cause as little inconvenience and damage to the other tenants and occupiers of the Council's Neighbouring Property as is reasonably practicable and shall promptly make good (to the reasonable satisfaction of the Council) any damage caused by reason of the Tenant exercising the Right.

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- 3.6 In relation to the Right mentioned in clause 3.1.1 the Council may, at its discretion, re-route, re-locate or replace over the Council's Neighbouring Property any such Service Media and that Right shall then apply in relation to the Service Media as re-routed re-located or replaced.
- 3.7 In relation to the Rights mentioned in clause 3.1.2 the Council may at any time and at its discretion, change the route of any means of access to or egress from the Property and those Rights shall then apply in relation to the access as re-routed.
- 3.8 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over any neighbouring property nor is to be taken to show that the Tenant may have any right over any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

RIGHTS EXCEPTED AND RESERVED

- 4.1 The following rights are excepted and reserved from this lease to the Council for the benefit of the Council's Neighbouring Property:
- 4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;
- 4.1.2 the right to use and to connect into Service Media at, but not forming part of, the Property which are in existence at the date of this lease or which are installed or constructed during the Contractual Term; the right to install and construct Service Media at the Property to serve any part of the Council's Neighbouring Property (whether or not such Service Media also serve the Property); and the right to re-route any Service Media mentioned in this paragraph;
- 4.1.3 at any time during the term, the full and free right to develop any part of the Council's Neighbouring Property (other than the Property) over which rights are expressly granted by this deed as the Council may think fit;

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4.1.5 the right to erect scaffolding on the Property in connection with any of the Reservations;

4.1.6 the right to enter the Property at any reasonable time to view as a prospective buyer or tenant;

4.1.7 the right to build on or into any boundary wall of the Property in connection with any of the Reservations;

4.1.8 the right to re-route and replace any Service Media over which the Right mentioned in clause 3.1.1 are exercised;

4.1.9 the right to re-route any means of access to or egress from the Property or to change the areas over which the Rights mentioned in clause 3.1 are exercised.

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 materially affect the use and enjoyment of the Property.

4.2 The Council reserves the right to enter the Property:

4.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations; and

4.2.2 for any other purpose mentioned in or connected with:

(i) this lease;

(ii) the Reservations; and

(iii) the Council's interest in the Property or the Council's Neighbouring Property.

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

4.4 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

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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.

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

4.5.1 physical damage to the Property; or

4.5.2 any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Council from excluding liability but such persons shall act so as to minimise disruption to the Tenant and shall make good any damage caused to the Tenant's satisfaction.

THIRD PARTY RIGHTS

- 5.1 The Tenant shall comply with all obligations on the Council relating to the Third Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third Party Right.
- 5.2 The Tenant shall allow the Council and any other person authorised by the terms of the Third Party Right to enter the Property in accordance with its terms.

TENANT COVENANTS

6. The Rent

The Tenant shall pay the Rent annually on each anniversary of this lease if demanded.

7. Rates and Taxes

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

7.1.1 any taxes payable by the Council in connection with any dealing with or disposition of the reversion to this lease; or

7.1.2 any taxes, other than VAT, payable by the Council by reason of the receipt of any of the rents due under this lease.

7.1.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Council.

8. Utilities

8.1 The Tenant shall pay all costs in connection with the supply and removal of electricity, water, sewage, telecommunications, data and other services and utilities to or from the Property.

8.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

9. Default Interest and Interest

9.1 If any Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Council interest at the Default Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment.

9.2 If the Council does not demand or accept any Rent or other money due or tendered under this lease because the Council reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Council, also pay interest at the Interest Rate on that amount for the period from the date the amount (or each part of it) became due until the date it is accepted by the Council.

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- 9.3 The Tenant shall pay the costs and expenses of the Council including any reasonable and proper solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in reasonable contemplation of any of the following:
- 9.3.1 the enforcement of the tenant covenants of this lease;
 - 9.3.2 serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
 - 9.3.3 serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
 - 9.3.4 the preparation and service of a terminal schedule of dilapidations in connection with this lease; or
 - 9.3.5 any consent or approval applied for under this lease, whether or not it is granted.

10. No Deduction, Counterclaim or Set-Off

The Rent (if demanded) and all other money due under this lease are to be paid by the Tenant in full without any deduction, counterclaim, set-off or withholding.

11. Prohibitions of Dealings

The Tenant must not assign, underlet, charge, part with or share possession or occupation of the whole or part of this lease or the property.

12. Charging

The Tenant shall not charge the whole or any part of this lease.

13. Repairs

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13.1 The Tenant shall ensure that at all times the Property is maintained and kept in good repair, condition and cultivated so as to be fit for the purpose of the Permitted Use.

13.2 The Tenant shall ensure that at all times the perimeter fencing and hedging and all trees and surrounds are kept in good order.

Commented [BC3]: Community centre lease obliges them to maintain their western boundary - not sure which one this is to be excluded from this lease

13.3 [The Tenant shall remove from the Property and dispose lawfully of any litter or waste generated as a result of the Permitted Use or carrying out the obligations of this lease.]

13.7 The Tenant shall not bring or permit to be brought upon the Property any noxious or hazardous substances without the previous consent of the Council nor allow the discharge into the drains serving the Property of any corrosive or harmful substances. Provided that chemicals or substances used in connection with the normal maintenance of the Property shall be permitted provided they are not corrosive or harmful to the drains serving the Property, are stored in accordance with the manufacturers' recommendations and the requirements of the insurers of the Property and that pesticides are only used on the Property in accordance with the Code of Practice for Using Plant Protection Products.

13.8 The Tenant shall repair and maintain all Service Media serving (exclusively) the Property and ensure such Service Media is kept in good working order.

13.9 The Tenant shall repair and maintain the children's play areas in accordance with all Necessary Consents and comply with BS EN 1176 and 1177 or any other legislation in force from time to time.

14. Alterations

14.1 The Tenant shall not fix or display or allow any third party to fix or display anything outside the Property other than signage in connection with the Permitted Use which signage shall first be approved in writing by the Council.

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14.2 The Tenant shall not make any alteration or addition to the Property and shall not make any opening in any boundary structure of the Property without the prior written consent of the Council.

16. Returning the Property to the Council

16.1 At the end of the term the Tenant shall return the Property to the Council in the repair and condition required by this lease. For the avoidance of doubt, the Tenant is not obliged to return the Property in any better state of repair and condition than as evidenced by the Schedule of Condition.

16.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

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

17. Use

17.1 The Tenant shall not:

17.1.1 use the Property for any purpose other than the Permitted Use;

17.1.2 use the Property for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Council, the other tenants or occupiers or any owner or occupier of neighbouring property;

17.1.4 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any property that neighbours the Property and the Council's Neighbouring Property;

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- 17.1.6 allow any person to sleep at or reside on the Property;
- 17.1.7 park vehicles on the Property save that vehicles may be parked temporarily (and not longer than necessary) for the purpose of grounds maintenance, repairs, occasional deliveries or events and other agreed works to the Property.
- 17.1.8 to comply at all times with any Byelaws or other regulations imposed on the use of the Property by the Council.

18. COMPLIANCE WITH LAWS

- 18.1 The Tenant shall comply with all laws relating to:
 - 18.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 18.1.2 the use of all Service Media and machinery and equipment at or serving the Property whether or not used or operated, and shall, where necessary, replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - 18.1.3 any works carried out at the Property by the Tenant; and
 - 18.1.4 all materials kept at or disposed from the Property by the Tenant.
- 18.2 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property by the occupier.
- 18.3 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:
 - 18.3.1 send a copy of the relevant document to the Council; and
 - 18.3.2 insofar as it relates to the Property, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Council may require.

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18.4 The Tenant shall not apply for any planning permission for the Property without the prior written consent of the Council.

18.5 As soon as the Tenant becomes aware of any defect in the Property it shall give the Council notice of it. The Tenant shall indemnify the Council against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.

19. Encroachments, Obstructions and Acquisition of Rights

19.1 The Tenant shall not grant any right or licence over the Property to any person.

19.2 If any person makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:

19.2.1 give notice to the Council as soon as it becomes aware of it;
and

19.2.2 take all steps (including any proceedings) the Council reasonably requires at the Council's sole cost to prevent or license the continuation of that encroachment or action.

19.3 The Tenant shall not obstruct the flow of light or air to the Property.

19.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property or that the means of access to the Property is enjoyed with the consent of any third party.

19.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property the Tenant shall:

19.5.1 notify the Council as soon as they become aware of it; and

19.5.2 take all steps (including proceedings) the Council reasonably requires at the Council's sole cost to prevent or secure the removal of the obstruction.

20. Public Liability Insurance

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The Tenant shall maintain an appropriate Public Liability Insurance policy in the sum of £10,000,000 the terms of which are approved by the Council and shall on demand produce the policy and last premium receipt to the Council.

21. Insurance

21.1 The Tenant shall be responsible for insuring any fixtures, fittings or other items at the Property including for malicious damage. For the avoidance of doubt, the Council will not be providing any insurance for the Property.

22. Indemnity

The Tenant shall keep the Council indemnified against all expenses, costs, claims, damage and loss arising from any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

25. COUNCIL'S COVENANTS

25.1 The Council covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Council or any person claiming under the Council except as otherwise permitted by this lease.

25.3 [The Council will provide and empty litter bins at the Property. The number of litter bins and frequency of collection and emptying to be determined by the Landlord at its discretion.]

25.4 The Council will repair any existing seating on the Property donated via the Council's Seat Scheme. The Council will not replace if in the Council's opinion they become dilapidated and will remove from the Property if such seating is beyond economical repair.

Commented [BC4]: Awaiting instructions to confirm the Council is to retain this responsibility for entire lease term given LGR

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26. RE-ENTRY AND FORFEITURE

- 26.1 The Council may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:
- 26.1.1 any rent is unpaid 21 days after becoming payable and formally demanded;
 - 26.1.2 any breach of any condition of, or tenant covenant, in this lease unless is not remedied within 21 days of written notice.
- 26.2 If the Council re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Council in respect of any breach of covenant by the Tenant.

27. BREACH OF REPAIR AND MAINTENANCE OBLIGATIONS

- 27.1 The Council may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 27.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Council may enter the Property and carry out the works needed.
- 27.3 The costs incurred by the Council in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Council and payable on demand.
- 27.4 Any action taken by the Council pursuant to this clause shall be without prejudice to the Council's other rights, including those under clause 26.

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28. LIABILITY

- 28.1 At any time when the Council or the Tenant is more than one person, then in each case those persons shall be jointly and severally liable for their respective obligations arising by virtue of this lease. The Council may release or compromise the liability of any one of those persons or grant any time or concession to any one of them without affecting the liability of any other of them.
- 28.2 The obligations of the Tenant arising by virtue of this lease are owed to the Council and the obligations of the Council are owed to the Tenant.
- 28.3 The Council shall not be liable to the Tenant for any failure of the Council to perform any Council covenant in this lease

29. ENTIRE AGREEMENT

- 29.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 29.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 29.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 29.4 Nothing in this clause shall limit or exclude any liability for fraud.

30. NOTICES, CONSENTS AND APPROVALS

- 30.1 A notice given under or in connection with this lease shall be:
- 30.1.1 in writing unless this lease expressly states otherwise and for the purposes of this clause an e-mail is not in writing;

[Type here]

- 30.1.2 given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business.
- 30.2 If a notice is given in accordance with clause 30.1, it shall be deemed to have been received:
- 30.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 30.2.2 if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 30.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 30.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 30.5 Where the consent of the Council is required under this lease, a consent shall only be valid if it is given by deed, unless:
- 30.5.1 it is given in writing and signed by a person duly authorised on behalf of the Council; and
- 30.5.2 it expressly states that the Council waives the requirement for a deed in that particular case.
- If a waiver is given, it shall not affect the requirement for a deed for any other consent.
- 30.6 Where the approval of the Council is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Council, unless:
- 30.6.1 the approval is being given in a case of emergency; or

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30.6.2 this lease expressly states that the approval need not be in writing.

30.7 If the Council gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

31. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954

31.1 The parties confirm that:

- (a) The Council served a Notice on the Tenant, as required by Section 38A(3)(A) of the LTA 1954, applying to the Tenant created by this Lease, not less than 14 days before this Lease was entered into;
- (b) The Tenant made a Declaration dated 2025 in accordance with the requirements of Section 38A(3)(B) of the LTA 1954; and
- (c) There is no agreement for lease to which this Lease gives effect.

31.2 The parties agree that the provisions of Sections 24 to 28 of the LTA1954 are excluded in relation to the tenancy created by this Lease.

32. GOVERNING LAW AND JURISDICTION

32.1 This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

32.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

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33. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this lease shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

34. EXERCISE OF BREAK

34.1 Either the Council or the Tenant may terminate this lease by serving a Break Notice on the other party.

34.2 A Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- (i) vacant possession of the whole of the Property is not given; or
- (ii) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

34.3 Subject to clause 34.2, following service of a Break Notice this lease shall terminate on the Break Date.

34.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

35. REGISTRATION OF THIS LEASE

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 one month after completion of the registration, the Tenant shall send the Council official copies of its title.

36. CLOSURE OF THE REGISTERED TITLE TO THIS LEASE

Within one month after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application 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

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and properly; the Tenant shall keep the Council informed of the progress and completion of its application.

37. COUNCIL'S CAPACITY

The Council enters into this Lease solely in its capacity as landowner in respect of the Property and not in any other capacity and nothing in this Lease shall restrict the Council's powers or rights as a Local Authority Local Planning Authority or Statutory Body to perform any of its statutory functions.

IN WITNESS whereof the Council has caused its Common Seal to be hereunto affixed and the Tenant has set his hand to this Agreement the day and year first before written

DRAFT

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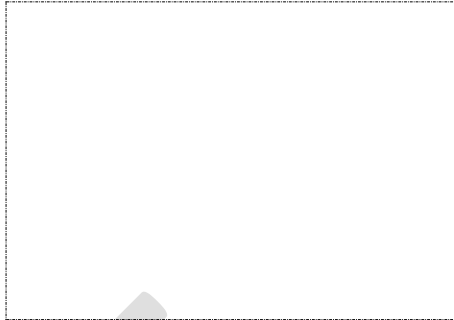
SCHEDULE

Schedule of Condition

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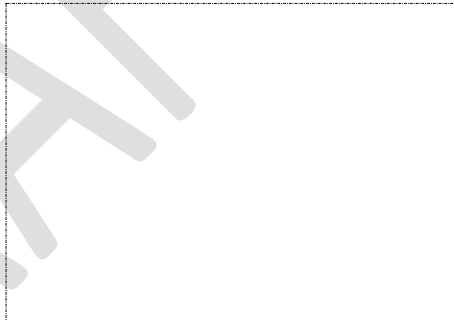
The COMMON SEAL of the said
ROTHER DISTRICT COUNCIL
was hereunto affixed
in the presence of:



Authorised Signatory

Member

The COMMON SEAL of the said
BEXHILL TOWN COUNCIL
was hereunto affixed
in the presence of:



Authorised Signatory

Member