

Dated:

LEASE

of

High House, Borrowdale

Between

**The National Trust for Places of Historic
Interest or Natural Beauty (1)**

and

Trustees of K Fellfarers (2)



National Trust Legal Department
Heelis, Kemble Drive,
Swindon, Wiltshire SN2 2NA

Reference: 70-60

- LR1 Date of Lease:
- LR2 Title number(s) CU231715
- LR2.1 Landlord's title number(s):
- LR2.2 Other title number(s): none
- LR3 Parties to this Lease
- LR3.1 Landlord: The National Trust for Places of Historic Interest or Natural Beauty (registered charity number 205846) whose principal office is at Heelis, Kemble Drive, Swindon, Wiltshire SN2 2NA.
- LR3.2 Tenant: Michael Fox of 50 Gillinggate, Kendal LA9 4JB; Vicky Atkinson of 8 Bellingham Road, Kendal LA9 5JW; Kevin Ford of 4 South Road, Kendal LA9 5QH and Mark Walsh of 20 Knutsford Road, Antrobus CW9 6JW.
- LR3.3 Other parties: **specify capacity of each party e.g. 'guarantor'.*
- LR4 Property
- See definition of Property in clause 1 of 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: See clause 3.2.*
- LR5.2 This Lease is made under, or by reference to provisions of: None.
- LR6 Term for which the Property is leased: See definition of Term in Clause 1.16 of this Lease.
- LR7 Premium: None.
- LR8 Prohibitions or restrictions on disposing of this Lease: This Lease contains a provision that prohibits or restricts dispositions.
- LR9 Rights of Acquisition etc.
- LR9.1 Tenant's contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land: None.
- LR9.2 Tenant's covenant to (or offer to) surrender this Lease: None.
- LR9.3 Landlord's contractual rights to acquire this Lease: None.

LR10 Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property: None.

LR11 Easements

LR11.1 Easements granted by this Lease for the benefit of the Property: See clause 4 of this Lease.

LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property: See Clause 5 of this Lease.

LR12 Estate rentcharge burdening the Property: 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 number of the Property] [title number]:

LR14 Declaration of trust where there is more than one person comprising the Tenant: The Tenant is more than one person. They are to hold the Property on trust for K Fellfarers

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THIS LEASE is dated

Parties

- (1) **The National Trust for Places of Historic Interest or Natural Beauty** (registered charity number 205846) whose principal office is at Heelis Kemble Drive Swindon Wiltshire SN2 2NA (**Landlord**); and
- (2) Michael Fox of 50 Gillinggate, Kendal LA9 4JB; Vicky Atkinson of 8 Bellingham Road, Kendal LA9 5JW; Kevin Ford of 4 South Road, Kendal LA9 5QH and Mark Walsh of 20 Knutsford Road, Antrobus CW9 6JW (**Tenant**).

AGREED TERMS

1. DEFINITIONS

In this Lease the following words have the following meanings:

- 1.1 **Access Way:** the road shown shaded brown on the Plan.
- 1.2 **Adjoining Land:** the Landlord's adjoining or neighbouring land which is registered under title number CU231715 but excluding the Property.
- 1.3 **The Building:** High House
- 1.4 **Insured Risks:** fire, explosion, lightning, flood, earthquake, storm, bursting of pipes, impact by aircraft and articles dropped by them, impact by vehicles, riot, civil commotion and such other normal risks as the Landlord reasonably considers appropriate.
- 1.5 **Interest Rate:** 2% above the base rate from time to time of Barclays Bank plc or in the event of Barclays Bank plc ceasing to exist, such other clearing bank as may be nominated by the Landlord.
- 1.6 **Permitted Use:** use of the Property for the purposes of a climbing hut and hostel.
- 1.7 **Plan:** the plan attached to this Lease.

- 1.8 **Private Water Supply:** the private water supply including (but not limited to) all pipes meters stopcocks water filtration systems and equipment serving the Property which are situated outside the building itself
- 1.9 **Property:** the land and building known as High House, Seathwaite, Borrowdale Cumbria as shown edged red on the Plan including all:
- 1.9.1 additions and/or improvements to the Property made during the Term;
- 1.9.2 Service Apparatus exclusively serving the Property; and
- 1.9.3 walls, fences, hedges and boundary structures enclosing the Property.
- 1.10 **Rent:** three thousand pounds (£3,000.00) per year (together with VAT if applicable) or such revised sum as is determined in accordance with Schedule 1.
- 1.11 **Rent Commencement Date:** 25 March 2015
- 1.12 **Rent Payment Dates:** 25 March and 29 September in each year.
- 1.13 **Septic Tank System:** the septic tank and all associated pipes drains soakaways apparatus and equipment serving the Property
- 1.14 **Service Apparatus:** all pipes, wires, cables, sewers, drains, gullies, watercourses, flues, rainwater goods, other similar conduits and other installations for supplying Services (but excluding the Private Water Supply and the Septic Tank System).
- 1.15 **Services:** gas, electricity, water, drainage, waste, soil, telephone, telecommunications, radio and other services of whatever nature.
- 1.16 **Tenant Contributions:** means a percentage as set out in Part I and Part II the table in Schedule 2 of this Lease of the total costs and expenses incurred by the Landlord in complying with its obligations under Schedule 2 of this Lease
- 1.17 **Term:** a term of twenty years beginning on and including 25 March 2015 and ending on and including 24 March 2035.

- 1.18 **Third Party Rights:** all rights, covenants and restrictions affecting the Property including the matters referred to at the date of this Lease in the registers of the title number.
- 1.19 **VAT:** Value Added Tax or any tax levied in substitution for or supplemental to it.

2. INTERPRETATION

In this Lease:

- 2.1 a reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the **Tenant** includes a reference to its successors in title and assigns.
- 2.2 whenever the Tenant is more than one person or body, or the Landlord is more than one person or body, all the obligations of (as the case may be) the Tenant or the Landlord in this Lease can be enforced against all of the people or bodies jointly and against each individually;
- 2.3 a reference to an Act of Parliament refers to that Act as it applied at the date of this Lease and any later amendment or re-enactment of it;
- 2.4 any words importing one gender shall include the other gender;
- 2.5 where the Tenant agrees not to do something that includes an agreement not to allow anyone else to do that thing;
- 2.6 except as otherwise provided for in this Lease, any payments or service provided and referred to in this Lease shall be exclusive of VAT and VAT shall, where chargeable, be paid in addition to the sum chargeable and on receipt of a valid VAT invoice;
- 2.7 a right granted to the Landlord to enter the Property includes the right for anyone authorised by the Landlord to enter the Property for the relevant purpose, and to bring on to the Property machinery and other equipment but on notice in writing of at least 48 hours (except in an emergency);
- 2.8 headings are included for ease of reading only and do not affect the meaning of any provision in this Lease.

3. LETTING

- 3.1 The Landlord lets the Property to the Tenant for the Term and the Tenant agrees to pay the Rent and comply with the other obligations on the part of the Tenant set out in this Lease.
- 3.2 The Property is held by or in trust for a charity by the Landlord, a non-exempt charity, but this Lease is one falling within paragraph (a) of section 117 (3) of the Charities Act 2011.
- 3.3 This grant is made subject to the Third Party Rights.

Landlord's obligation

- 3.4 The Landlord will allow the Tenant to possess and use the Property during the Term without interference from the Landlord or anyone who derives title from the Landlord (although this will not preclude the Landlord from taking action should the Tenant fail to pay any rent due or should the Tenant breach the provisions of this Lease).

4. RIGHTS GRANTED TO THE TENANT

- 4.1 The Property is let together with the benefit of the following rights which can be enjoyed by the Tenant jointly with the Landlord and all others entitled to them being the right to use the:
 - 4.2 Access Way with or without vehicles to gain access to and from the Property;
 - 4.3 Service Apparatus and to receive Services through such Service Apparatus as are from time to time in, on, over or under the Adjoining Land;
 - 4.4 water from the Private Water Supply for the Permitted Use but not for any other purpose always provided that nothing in this provision shall guarantee the quality quantity or continuity of supply of water to the Property; and
 - 4.5 Septic Tank System.

5. RIGHTS RESERVED TO THE LANDLORD

The Property is let subject to the following rights and exceptions which are reserved or excepted to the Landlord and all others entitled to exercise them:

- 5.1 the right to use all Service Apparatus from time to time laid in, on, over or under the Property;
- 5.2 all game, hares, rabbits, wild birds listed in the First Schedule to the Wildlife and Countryside Act 1981 (or added to that list) and all wild animals listed in the Fifth Schedule to that Act together with all nests, eggs, and burrows and the exclusive right for the Landlord (and anyone authorised by the Landlord) to hunt, shoot and fish such animals and to take them from the Property;
- 5.3 all mines, minerals, quarries, stone, flints, chalk, gravel, sand, brick-earth, marl, moss, peat, turves, petroleum and substrata in or under the Property;
- 5.4 the right to enter the Property at all reasonable hours and upon providing a minimum of 48 hours written notice to take water from all springs and sources of water on or under the Property;
- 5.5 all timber and trees at any time during the Term on the Property and the right to enter the Property at all reasonable times and on a minimum of 48 hours written notice (except in emergency) to lop, tend to or remove those trees;
- 5.6 all archaeological or historical artefacts on or under the Property together with the right to enter the Property at all reasonable times and on a minimum of 48 hours written notice to record and remove such artefacts;
- 5.7 the right to build on to or to develop and deal with any neighbouring property belonging to the Landlord in any way the Landlord wishes, even if this affects the light or air to the Property;
- 5.8 the right to use such part or parts of the Private Water Supply and/or the Septic Tank System from time to time laid in, on or over or under the Property;
- 5.9 the right to enter the Property at all reasonable hours and upon providing a minimum of 48 hours written notice (except in an emergency) to:

- 5.9.1 inspect, maintain, connect into, clean, alter or add new Service Apparatus or security systems on over or under the Property;
- 5.9.2 inspect, maintain or carry out work to any neighbouring property (including the right to erect scaffolding on the Property where reasonably necessary) where such works cannot reasonably be carried out without obtaining access to the Property;
- 5.9.3 inspect and value the Property for insurance purposes;
- 5.9.4 exercise any rights reserved to the Landlord under this Lease and carry out the obligations on the Landlord in this Lease;
- 5.9.5 erect a sign advertising the re-letting of the Property (such right only to be exercised in the last 3 months of the Term);
- 5.9.6 make records of the Landlord's fixtures and fittings in the Property; and/or
- 5.9.7 inspect, maintain, connect into, clean, repair, renew or alter the Private Water Supply outside the building and/or the Septic Tank System or any part or parts of the same.
- 5.9.8 repair the Private Water Supply system outside the building and/or bring bottled water to the Property if required

Provided that the Landlord shall make good any damage caused to the Property in the exercise of these rights and exceptions to the reasonable satisfaction of the Tenant.

6. PAYMENT OF RENT AND OTHER MONIES

Tenant's Obligations

The Tenant shall:

- 6.1 pay (when asked for it, unless otherwise specified below) as rent to the Landlord by direct debit if the Landlord requires:
 - 6.1.1 the Rent from the Rent Commencement Date by equal payments in advance on the Rent Payment Dates, (the first and last payments being proportionate sums if appropriate,

and the first payment to be made on the date of this Lease, being the period from the Rent Commencement Date to and including the next Rent Payment Date);

- 6.1.2 interest at the Interest Rate on any Rent or other sum payable by the Tenant under this Lease which is paid more than 7 days after it is due (whether or not the Landlord has issued a demand for it)
- 6.2 pay the Landlord's reasonable and proper costs (including legal and surveyors fees) incurred in connection with the Tenant applying for any Landlord's consent or approval under this Lease, whether or not such consent or approval is granted;
- 6.3 pay all costs and expenses (including legal and surveyors fees) which the Landlord incurs in:
 - 6.3.1 preparing and serving a notice under section 146 of the Law of Property Act 1925, even if forfeiture is avoided without a court order; or
 - 6.3.2 preparing and serving a schedule of dilapidations (whether served during the Term or within 3 months after the end of the Term);
- 6.4 pay all rates, utility bills, water and drainage charges, meter and standing charges and any other impositions and outgoings and all business rates and other general local or parliamentary taxes relating to the Property or the monitoring or inspection of the water supply or drainage system serving the Property;
- 6.5 reimburse to the Landlord all proper costs, losses, claims, proceedings, expenses or other liability incurred by or brought against the Landlord and arising in any way from:
 - 6.5.1 any breach of any of the Tenant's obligations contained in this Lease;
 - 6.5.2 the enforcement of any of the Tenant's obligations contained in this Lease;
 - 6.5.3 any act neglect default or omission by the Tenant or any other person in the Property with the express or implied consent of the Tenant; and/or

- 6.5.4 the Tenant's use of the Property;
- 6.5.5 pay the Landlord within 14 days of demand a contribution according to use of
 - 6.5.5.1 any charges relating to the filtration system for the Private Water Supply the Septic Tank System;

Provided that if the Landlord's surveyor considers that Private Water Supply has failed then the Landlord may serve written notice of its proposals to reinstate the same or to determine the lease. If the Landlord shall serve such notice on the Tenant then at any time after the expiration of a two month period either party may serve notice on the other of their desire to determine this Lease and immediately upon service this shall cease and be void but without prejudice to any claim by either party against the other in respect of any breach of covenant or condition herein.

7. REPAIRING AND DECORATING THE PROPERTY

- 7.1 The Landlord and Tenant agree:
 - 7.1.1 to comply with their respective obligations set out in Schedule 2.
 - 7.1.2 that the Tenant shall not have to make good any damage to the Property caused by an Insured Risk save:
 - (a) for any damage caused as a result of the Tenant's negligence or default or failure to comply with the terms of this Lease; or
 - (b) to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person on the Property with the actual or implied authority of any of them;
 - 7.1.3 the Tenant shall allow the Landlord to enter the Property at reasonable hours in the daytime to inspect the state of repair and condition of the Property;

- 7.1.4 if the Landlord gives the Tenant notice of any failure to do the repairs or the decoration work required by this Lease, the Tenant will start the work within 3 months of such notice, or immediately in case of emergency, and will complete the work without delay; and
- 7.1.5 if the Tenant fails to carry out the works required by clause 7.1.4, the Tenant will allow the Landlord to enter the Property to carry out the work and agrees to pay to the Landlord on demand the reasonable and proper costs of undertaking the work and all expenses incurred by the Landlord including reasonable legal costs and surveyors fees.

Tenant's Obligations

- 7.2 The Tenant must notify the Landlord as soon as reasonably practicable about any defect in or any damage to the Property or on the Adjoining Land that might give rise to the Landlord having to comply with its obligations in this Lease or any duty of care imposed on the Landlord under the Defective Premises Act 1972 or otherwise.

8. CARING FOR THE PROPERTY

Tenant's Obligations

- 8.1 The Tenant shall:
 - 8.1.1 ensure that all electrical work is undertaken by an electrician approved by the National Inspection Council for Electrical Installation Contracting;
 - 8.1.2 take reasonable precautions to prevent damage caused by frost to the tanks pipes and drains at the Property;
 - 8.1.3 replace any Landlord's fixtures and fittings which are, in the Landlord's reasonable opinion, broken, damaged or worn out beyond repair;
 - 8.1.4 sweep all chimneys or flues used by the Tenant as often as necessary and in any event at least every 6 months during the Term and in the last month of the Term and to keep all unused chimneys and flues free from obstructions. All chimney and flue sweeping must be carried out by a person approved by HETAS Limited or such other body as the Landlord (acting reasonably) approves from time to time and produce to the

Landlord within 14 days of demand by the Landlord a certificate evidencing that the Tenant has complied with this clause;

- 8.1.5 give notice to the Landlord on becoming aware of any infestation or infection of the Property by woodworm, dry rot or other infestation and, at the option of the Landlord, either:
 - (a) carry out such treatments and works as the Landlord may reasonably require to eradicate the infestation or infection and to prevent other parts of the Property becoming infected and to remedy any damage caused by such infestation (such works to be carried out in a good and workmanlike manner); or
 - (b) permit the Landlord or its representatives to enter the Property to carry out such treatments and work and to pay to the Landlord on demand all reasonable and proper costs and expenses (including fees and any VAT) incurred by the Landlord in undertaking these works.
- 8.1.6 undertake any works reasonably requested by the Landlord, the Landlord's insurers and/or as required by relevant legislation which will protect the Property from damage by fire within a reasonable time period specified by the Landlord;
- 8.1.7 provide and maintain in good working condition any fire-fighting equipment that the Landlord reasonably requires on the Property and/or which is required by legislation to be there;
- 8.1.8 keep any garden and grounds forming part of the Property in a neat and tidy condition and free from litter and rubbish;
- 8.1.9 empty and cleanse the Septic Tank System as often as is necessary; and
- 8.1.10 arrange for an approved tester to check the filtration system for the private water supply at least annually and to maintain the system
- 8.1.11 Alert the Landlord if bottled water supplies are required due to a failure of the Private Water Supply outside of the building

9. USING THE PROPERTY

Tenant's Obligations

9.1 The Tenant shall:

- 9.1.1 use the Property for the Permitted Use only; and only allow it to be used by:
- (a) members of K Fellfarers and their authorised guests;
 - (b) persons engaged on the official meets of other clubs affiliated to the British Mountaineering Council or such other national representing body and bona fide groups with the authorisation of the committee / club warden or hut booking secretary
 - (c) persons engaged in training of an outdoor nature attached to a school or recognised centre for outdoor pursuits under the supervision of a teacher or instructor attached to such school or centre, the Tenant being held responsible in all cases for the observance by all such persons of the covenants on the part of the Tenant herein contained.

9.2 The Tenant shall not:

- 9.2.1 receive lodgers or paying guests at the Property other than those stated in 9.1.1;
- 9.2.2 use the Property for any offensive or noisy trade, business, manufacture or occupation nor illegal, immoral or offensive purpose nor for any act or thing which may be or become a legal nuisance to or cause damage or annoyance to the Landlord the owners or occupiers of neighbouring property or to the public;
- 9.2.3 use other than bottled gas for barbeques and bottled barbeque gas is not be stored on the Property when the Property is not in occupation but disposable barbeques may be used outside (subject to there being a suitable means of disposing of them) with the authorisation of the club warden or hut booking secretary;
- 9.2.4 create any new/additional camp fires or fire pits;

- 9.2.5 use any blowlamp, welding equipment, hot air paint stripper or other heat producing tool in or on the Property;
- 9.2.6 park or store any boats, trailers or commercial vehicles on the Property or any access way leading to the Property (save for loading and unloading) without the authorisation of the club warden or hut booking secretary nor locate there any caravans, tents or other mobile or portable living accommodation for permanent use;
- 9.2.7 hang outside of any building on the Property any articles in any place visible to members of the public;
- 9.2.8 place or store or allow to remain outside any building at the Property any furniture, equipment, material, machinery or other item which in the Landlord's reasonable opinion is likely to become untidy, unclean or unsightly;
- 9.2.9 disturb or interfere with in any way any bats present on the Property or their roosting places at the Property;
- 9.2.10 allow the Property to be used by, or for the benefit of, any political party, body, group or organisation;
- 9.2.11 allow any commercial photography or films to be made on the Property (but may allow filming intended solely for private or domestic viewing);
- 9.2.12 do anything as a result of which the Private Water Supply and/or the Septic Tank System shall become blocked or obstructed or the source of unpleasant or harmful smells or a nuisance to the Landlord and/or people authorised by the Landlord to use the Adjoining Land, adjoining landowners or any other person;
- 9.2.13 use any chimney or flue on the Property unless the Landlord has confirmed that it is safe to use;
- 9.2.14 use any liquid fuel or portable gas heaters nor any free-standing electric fires or heaters (save of the electric convector or blower type provided they are not left unattended);

9.2.15 erect any blind or shutter (internally or externally) at the Property without the prior written approval of the Landlord.

Other Provisions

9.3 The Landlord and the Tenant agree that nothing contained in this Lease shall imply or warrant that the Property may be used under any planning legislation, or any other legislation, for the Permitted Use.

10. ALTERING THE PROPERTY

10.1 The Tenant shall not:

10.1.1 make any alteration or addition to the Property;

10.1.2 replace the architectural features of the Property (including windows, doors and rainwater goods) with others of a different style, design or material;

10.1.3 install any television aerial, satellite dish or other such apparatus on the outside of the Property;

10.1.4 connect into any Service Apparatus without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed); nor

10.1.5 cut down, plant, remove or damage any trees, bushes or hedges growing in the grounds and garden of the Property but shall preserve any trees, bushes, shrubs and plants growing in the grounds.

11. DEALING WITH THE PROPERTY

11.1 The Tenant shall not assign, underlet, mortgage, charge or part with or share possession or occupation of the whole or any part of the Property or hold this Lease on trust for any person provided that:

(a) where this lease is held by individual trustees on behalf of the Tenant the lease may be assigned to newly appointed trustees of K Fellfarers on the death retirement or bankruptcy of any such individual trustees provided the prior consent of the Landlord is obtained (not to be unreasonably withheld or delayed);

- (b) a breach of this covenant shall not be deemed to have been caused by reason only of the Tenant permitting the Property to be used (for periods not exceeding one month in any one case) by bona fide climbing clubs school parties or groups in accordance with clause 9.1.1 of this lease nor for any use by the Landlord.

12. COMPLYING WITH LEGISLATION

Tenant's Obligations

12.1 The Tenant shall:

12.1.1 to the extent the compliance is not the obligation of the Landlord under the provisions of this Lease comply with every Act of Parliament, order, regulation, law or bye-law relating to the Property and/or to the Private Water Supply and/or Septic Tank System or to the use of the Property by the Tenant;

12.1.2 if the Tenant receives any notice or other communication relating to the Property ('the Notice') from any authority acting (directly or indirectly) under an Act of Parliament:

- (a) promptly send a copy of the Notice to the Landlord;
- (b) to the extent the compliance is not the obligation of the Landlord under the provisions of this Lease take all steps necessary to comply with the Notice and take any other action as may be required to comply with the Notice, including undertaking any necessary works or modifications to the Property; and
- (c) (if the Landlord reasonably requires) join with the Landlord in making representations about any proposed development of the Property or neighbouring property where such development will adversely affect the Tenant's use and enjoyment of the Property.

12.2 The Tenant shall not apply for planning permission for the Property nor make any application under any planning legislation from time to time in force.

13. INSURING THE PROPERTY

Tenant's Obligations

- 13.1 The Tenant shall:
- 13.1.1 promptly give the Landlord written notice on becoming aware of any event or circumstance which might affect or lead to an insurance claim;
 - 13.1.2 if the Property is damaged during the Term by an Insured Risk pay to the Landlord the sum of £1,000.00 in respect of damage by subsidence and £100.00 in respect of damage by all other risks by way of contribution towards the uninsured excess of the policy of insurance (or such other contribution as may be specified by the Landlord acting reasonably and taking account of the excesses for insurance policies offering similar cover to that acquired by the Landlord which are available in the market at the time); and
 - 13.1.3 pay to the Landlord an amount equal to the whole or the irrecoverable portion of the cost of rebuilding or reinstating the Property that would have been payable under the Landlord's insurance policy but is irrecoverable due to an act or omission of the Tenant or any undertenant, their workers, contractors or agents or any person at the Property with the actual or implied authority of any of them.
- 13.2 The Tenant shall not do or omit to do anything which will contravene the terms of any insurance policy relating to the Property or which may vitiate or increase the premium for such insurance and shall comply with the requirements of the Landlord's insurers of which it is from time to time notified in writing.
- 13.3 The Tenant shall not effect any insurance of the Property, but if it becomes entitled to the benefit of any insurance proceeds in respect of the Property pay those proceeds or cause them to be paid to the Landlord.
- 13.4 The Tenant shall take out and maintain throughout the Term with an insurer approved by the Landlord and on terms and conditions approved by the Landlord Public Liability Insurance in sums of not less than five million pounds (£5,000,000.00) in respect of Public Liability or such other sums as the Landlord specifies from time to time in writing and to produce copies of such insurance policy and receipts for the premiums paid if demanded by the Landlord.

Landlord's obligations

13.5 The Landlord shall:

13.5.1 adequately insure the Property and any Landlord's fixtures and fittings at the Property (but not its contents):

- (a) against damage or destruction by the Insured Risks;
- (b) in the full rebuilding cost of the Property together with an appropriate percentage for professional fees and expenses and site clearance costs;

to the extent that such insurance can ordinarily be arranged with an insurer of repute, such insurance to be subject to such excesses, exclusions and limitations as the Landlord shall reasonably determine or that may be imposed by the insurer.

13.5.2 if the Property is damaged by an Insured Risk use all sums received under the Landlord's insurance policy and relating to the Property to repair or rebuild the Property. The Landlord shall not be under any obligation to rebuild any buildings on the Property in the same design and layout as existed before any damage or destruction so long as accommodation reasonably equivalent to that previously at the Property and its access, services and amenities is provided.

Other provisions

13.6 The Landlord and the Tenant agree that:

13.6.1 if the Property is damaged by an Insured Risk and as a result is unfit for occupation and use or is inaccessible, the Rent, or a fair proportion of the Rent according to the extent of the damage, will be suspended until the Property is again fit for occupation and use and/or is accessible; and

13.6.2 the Rent will not be suspended in accordance with the above clause if the Landlord's insurance policy has been invalidated in whole or in part because of any act or default 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.

14. NOTICES

Tenant's Obligations

The Tenant shall send to the Landlord promptly any notice (other than a notice sent by the Landlord) received concerning the Property or any neighbouring property (whether or not the same is owned by the Landlord).

15. AT THE END OF THE TERM

Tenant's Obligation

15.1 At the end of the Term (however it ends) the Tenant shall return possession of the Property to the Landlord, leaving the Property in the state in which this Lease requires the Tenant to keep it, the Tenant undertaking any necessary works of repair or decoration, cleaning or tidying and removing any chattels and rubbish as necessary and (if requested by the Landlord at least 3 months before the end of the Term) removing any alterations (including any sign) it has made to the Property and will make good any damage caused by such removal.

Other Provisions

15.2 The parties agree that if at the end of the Term (however it ends) the Tenant has left furniture or other belongings in the Property the Landlord shall be entitled after providing written reasonable notice to the Tenant to remove and dispose of any belongings left by the Tenant and to recover the reasonable costs of storage and sale from the proceeds, with any balance being paid to the Tenant.

16. ENDING THE LEASE IF THE TENANT IS AT FAULT

16.1 The Landlord and the Tenant agree that:

16.1.1 the Landlord is entitled to re-enter the Property and end the Term of this Lease before it expires whenever:

- (a) the Tenant is 21 days or more late in paying any rent, even if it was not formally demanded;
- (b) the Tenant has not complied with any material obligation in this Lease;
- (c) the Tenant, if a company, goes into compulsory or voluntary liquidation (unless that is solely for the

purpose of amalgamation or reconstruction when solvent), an administrative receiver or receiver of the Tenant is appointed or an administration order is made in respect of the Tenant;

- (d) the Tenant or one individual comprising the Tenant is adjudicated bankrupt, or an interim receiver is appointed of the property of the Tenant;
- (e) the Tenant enters into any arrangement or composition with or for the benefit of its creditors; and/or
- (f) the K Fellfarers should be disbanded and cease to exist.

16.2 On such entry the Term shall end but the re-entry by the Landlord does not cancel any outstanding obligation which the Tenant owes to the Landlord.

17. BREAK CLAUSE

The Landlord and the Tenant agree that if the Tenant wishes to terminate this Lease on 24 March 2020 or on every fifth year of the Term thereafter and gives the Landlord not less than 12 months' notice in writing, on expiry of such notice the Term shall end but this does not cancel any outstanding obligations which either party owes to the other.

18. VARIOUS OTHER MATTERS

The parties agree that:

- 18.1 except as expressly provided in this Lease, no provision of this Lease shall be enforceable by a third party who is not a party to this Lease;
- 18.2 if any provision of this Lease is held by any competent authority to be invalid or wholly or partly unenforceable the validity of the other provisions of this Lease and the remainder of the provision in question shall not be affected;
- 18.3 nothing in this Lease will imply or grant any easement or other right other than as expressly set out in this Lease;
- 18.4 this Lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this

Lease and supersedes any previous agreement between the parties relating to the transaction;

- 18.5 the Tenant acknowledges that in entering into this Lease it has not relied on, nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord; and nothing in this clause shall operate to limit or exclude any liability for fraud.
- 18.6 The liability of the trustees of K Fellfarers in respect of any breach of the tenant obligations in this Lease shall be limited in amount to the realisable value of the assets of K Fellfarers for the time being vested in them, and nothing contained in this Lease shall entitle the Landlord to pursue, exercise or enforce any right or remedy in respect of any such breach against the personal estate, property, effects or assets of any of the trustees of K Fellfarers.

SCHEDULE 1 – RENT REVIEW

Option A – Open Market Rent Review

1. DEFINITIONS

In this Schedule the following words have the following meanings:

1.1 **First Review Date:** 25 March 2020.

1.2 **Notional Term:** a term of the unexpired residue of the Term as at the date on which the matter falls to be determined and commencing on the relevant Review Date.

1.3 **Review Dates:** the First Review Date and the anniversary of that date in every fifth year of the Term and references to a 'Review Date' are references to any one of the Review Dates.

1.4 **Review Period:** a period beginning on any Review Date and ending on the day before the next Review Date or the last day of the Term, as the case may be.

1.5 **Revised Rent:** such sum as shall be ascertained according to the provisions of this Schedule.

2. THE REVISED RENT

2.1 The Rent

The Rent payable from and including each Review Date shall be the higher of the Rent payable immediately before that Review Date (or if the rent has been suspended, the Rent that would have been payable if payment had not been suspended) and the Revised Rent.

2.2 The Revised Rent

The Revised Rent shall be the amount agreed between the Landlord and the Tenant or in the absence of agreement an amount to be determined by an independent Valuer as provided below.

3. APPOINTMENT OF VALUER

3.1 Appointment of the Valuer

If the Landlord and the Tenant fail to agree the Revised Rent either party may (whether before or after the relevant Review Date) refer the matter to an independent chartered surveyor to be nominated by agreement between the Landlord and the Tenant or, in the absence of agreement, nominated by or on behalf of the President of the Royal Institution of Chartered Surveyors on the application of either the Landlord or the Tenant ('the Valuer'). A referral to a Valuer shall not be made earlier than 3 months before the relevant Review Date.

3.2 Expert

The Valuer shall act as expert and not as arbitrator.

3.3 Representations

Within 1 month of his appointment the Valuer must invite the Landlord and the Tenant to make written representations within 1 month as to the amount of the Revised Rent, taking into account the presumptions set out below supported by comparables and with written evidence of those comparables.

3.4 Visits

The Valuer may at his discretion choose whether or not to visit the Property.

3.5 Reasons

The Valuer need not give reasons for his decision unless requested in writing to do so by either the Landlord or the Tenant.

3.6 Presumptions and Disregards

The Revised Rent shall be the open market rent as at the relevant Review Date for the Property if let for the Notional Term on the presumption that as at the relevant Review Date:

- (a) the Property is available for letting on the open market without a fine or premium with vacant possession by a willing landlord to a willing tenant;
- (b) the Property is to be let as a whole subject to the terms of this Lease (other than as to the amount of the Rent) for the Notional Term;

- (c) the Property is available and fit for immediate occupation;
- (d) the covenants in this Lease on the part of the Landlord and the Tenant have been fully observed and performed;
- (e) if the Property has been destroyed or damaged it has been fully restored;
- (f) the Property may lawfully be used, and is in a physical state to enable it to be lawfully used, by the willing lessee (or any potential undertenant or assignee of the willing lessee) for any purpose permitted by this Lease;
- (g) no work has been carried out on the Property that has diminished its rental value other than work carried out in compliance with clause 12.1.1;
- (h) any fixtures, fittings, machinery or equipment supplied to the Property by the Landlord that have been removed by or at the request of the Tenant, or any undertenant or their respective predecessors in title (otherwise than to comply with any law) remain at the Property;
- (i) the willing tenant has had the benefit of any rent-free or other concession or contribution which would be offered in the open market at the relevant Review Date in relation to fitting out works at the Property; and
- (j) the willing tenant and its potential assignees and undertenants shall not be disadvantaged by any actual or potential election to waive exemption from VAT in relation to the Property;

but disregarding:

- (k) any increase in value of the Property attributable to an improvement carried out by the Tenant with consent before or during the Term (otherwise than in pursuance of an obligation to the Landlord);
- (l) any reduction in the value of the Property attributable to a failure by the Tenant to comply with any terms of this Lease;

- (m) any effect on rent of the fact that the Tenant or any authorised undertenant has been in occupation of the Property;
- (n) any goodwill attached to the Property by reason of any business carried out their by the Tenant or by any authorised undertenant or by any of their predecessors in business; and
- (o) any effect on rent of any obligation on the Tenant to fit out the Property or to reinstate the Property to the condition or design it was in before any alterations or improvements were carried out.

3.7 Time for determination

The Valuer must try to ascertain the amount of the Revised Rent within 3 months of the date of his appointment.

4. PAYMENT OF THE NEW RENT

The parties agree that:

- 4.1 the Tenant shall continue to pay the Rent at the existing rate in accordance with the terms of this Lease until the Revised Rent for any Review Period is ascertained;
- 4.2 the Revised Rent for any Review Period is to be payable from the relevant Review Date and must be paid until the Revised Rent for the next Review Period is ascertained or as appropriate for the remainder of the Term;
- 4.3 on determination of the Revised Rent for any Review Period the Tenant must forthwith pay to the Landlord the difference between the Rent payable immediately before the Review Date and the Revised Rent for the period from the relevant Review Date to the date of first payment of the Revised Rent with interest at the Interest Rate calculated on a daily basis for that period; and
- 4.4 the Revised Rent shall be deemed to have been ascertained on the date when it has been agreed between the parties or, in the absence of agreement, the date of the decision of the Valuer.

5. MEMORANDUM OF THE NEW RENT

When the Revised Rent for any Review Period has been determined a memorandum of the amount shall be endorsed on this Lease and the

counterpart of it and shall be signed by or on behalf of the Landlord and the Tenant.

6. COSTS

The fees and expenses of any Valuer appointed to act under this Schedule shall be borne equally between the Landlord and Tenant unless the Valuer considers that either party has acted unreasonably in which case he may require that party to meet the whole or any part of his fees and the costs of the other party.

7. THE REPLACEMENT OF THE VALUER

If the Valuer appointed to ascertain the Revised Rent dies refuses to act or becomes incapable of acting or if he fails to ascertain the revised rent within 3 months of the date on which he accepted the appointment then:

- 7.1 if he was appointed by agreement, the parties may agree to replace him and appoint a successor. His appointment shall then cease and his successor shall act in accordance with this Schedule;
- 7.2 if the Valuer was appointed by or on behalf of the President of the Royal Institution of Chartered Surveyors, either the Landlord or the Tenant may apply to the President to discharge him and appoint another Valuer in his place.

SCHEDULE 2 – REPAIRS AND DECORATION

1. The Tenant must:

- 1.1 keep the Tenant Items marked by an 'x' in Part I of the table below and any other parts of the Property not mentioned in Part I of the table below in good repair and condition and putting it into that condition if it is not in it at the start of the Term;
- 1.2 paint or decorate the Tenant Decoration Items marked by an 'x' in Part II of the table below every 7 years regarding the interior items and every 3 years regarding the exterior items in so far as the same are already painted or decorated during the Term and in the last 3 months of the Term to a good standard using materials designs and colours approved in writing in advance by the Landlord;
- 1.3 pay the Tenant Contributions within 21 days of written demand from the Landlord;
- 1.4 replace any electrical wiring and apparatus which the Landlord considers (acting reasonably) is worn out or dangerous;
- 1.5 give the Landlord at least 14 days written notice (save in emergencies) before carrying out any works required under this Schedule and provide to the Landlord any information reasonably requested by the Landlord concerning such works; and

2. The Landlord must:

- 2.1 keep the Landlord Items marked by an 'x' in Part I of the table below in good repair and condition; and
- 2.2 paint or decorate the Landlord Decoration Items marked by an 'x' in Part II of the table below every 5 years during the Term to a good standard.

PART I

PARTS OF THE BUILDING(S) AT THE PROPERTY	TENANT ITEMS	LANDLORD ITEMS	TENANT CONTRIBUTIONS
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Chimneys and Flues	X		
Flashings/Flaunchings	X		
Dormers	X		
Roofs (coverings and structure)	X		
Rainwater goods, gutters and downpipes	X		
External walls of building(s)	X		
Structural walls and columns inside building(s)	X		
Non structural walls inside building(s)	X		
Plaster on inside of building(s)	X		
<i>Panelling and Ornamental Woodwork or Plasterwork</i>	X		
Loft insulation	X		
Internal joinery	X		
External joinery	X		
Doors inside buildings including frames, glass and fittings	X		
Doors within the external walls of building(s) including frames, glass and fittings	X		
Windows either inside the building(s) or in the external walls of building(s) including glass and fittings and frames	X		
Porches/conservatories	X		
Floors and ceilings (not including joists and other structural components)	X		
Joists and other structural components supporting floors and ceilings	X		
Staircases	X		

SERVICES AND UTILITIES AT THE PROPERTY	TENANT ITEMS	LANDLORD ITEMS	TENANT CONTRIBUTIONS
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Electrical Installations, wires, consumer units and other fittings and appliances	X		
Gas installations, pipes and other fittings and appliances	X		
Oil installations, pipes and other fittings and appliances	X		
The private water supply outside the building		X	
The private water supply from, and including, the first stoptap within High House	X		
Water pipes sanitary fittings and appliances inside the building	X		
Foul drainage pipes and Septic Tank System	X		
Surface water drainage channels and ditches	X		
Boilers/central heating systems, solid fuel stoves, pumps and fittings	X		
Telephone and broadband installations, wires and appliances	X		
Lightning conductors	X		
Fire and security systems	X		

SERVICES AND UTILITIES OUTSIDE THE PROPERTY	TENANT ITEMS	LANDLORD ITEMS	TENANT CONTRIBUTIONS
Wires, cables, pipes, conduits, apparatus and other service media on the Adjoining Land excluding the Private Water Supply which:			
exclusively serve the Property; or	X		
are shared with other properties.	X		

Surface water drainage channels and ditches on the Adjoining Land excluding the Private Water Supply which:			
exclusively serve the Property; or	X		
are shared with other properties.	X		
Foul Water pipes and Septic Tank System on the Adjoining Land which:			
exclusively serve the Property; or	X		
are shared with other properties.	X		
Boreholes and wells and associated Apparatus on the Adjoining Land which:			
exclusively serve the Property; or		X	
are shared with other properties.		X	
Private Water Supply.		X	
Access way.	X		

PARTS OF THE GROUNDS	TENANT ITEMS	LANDLORD ITEMS	TENANT CONTRIBUTIONS
Boundary walls, fences, gates and hedges.	X		
Paths, paving, hard surfacing and drives or roadways.	X		
Inner garden walls and fences.	X		
Sheds and other garden structures.	X		

PART II

DECORATION	TENANT DECORATION ITEMS	LANDLORD DECORATION ITEMS	TENANT CONTRIBUTIONS
Inner facing of exterior walls and structural and non-structural walls inside the	X		

building(s) on the Property (interior items)			
Outside of exterior walls of the building(s) on the Property (exterior items)	X		
Doors and Gates (including door frames) (exterior items)	X		
Window frames (exterior items)	X		

Executed as a deed by affixing the
Common Seal of **THE NATIONAL
TRUST FOR PLACES OF HISTORIC
INTEREST OR NATURAL BEAUTY**

in the presence of:-

.....

Authorised Signatory

.....

Number in Sealing Register

Signed as a Deed by

MICHAEL FOX

in the presence of:-

Witness signature

Witness name

Witness address

.....

.....

Signed as a Deed by

VICKY ATKINSON

in the presence of:-

Witness signature

Witness name

Witness address

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Signed as a Deed by

KEVIN FORD

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in the presence of:-

Witness signature

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Witness name

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Witness address

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Signed as a Deed by

MARK WALSH

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in the presence of:-

Witness signature

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Witness name

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Witness address

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