

Dated

TABLE OF CONTENTS

2022

1	Interpretation	1
2	Grant	2
3	The Annual Rent	3
4	Additional Sums	4
5	Service charge	5
6	Set-off	6
7	Comments	7
8	Assignment	8
9	Returning the Property to the Landlord	9
10	Use	10
11	Assignment	11
12	Access	12
13	Condition	13
14	Other matters	14
15	Damage	15
16	Indemnity	16
17	Landlord's covenants	17
18	Forfeiture	18
19	End of term	19
20	Quies in break	20
21	Rights	21
22	Liability	22
23	Arbitration	23
24	Force majeure	24
25	Governing law and jurisdiction	25
26	Exclusion of sections 14-15 of the LTA 1954	26
27	Comments	27
28	Underlease By Reference To Superior Lease	28

TABLE OF CONTENTS

1.	Interpretation.....	1
2.	Grant	5
3.	The Annual Rent	6
4.	Additional Sums.....	7
5.	Service charge	7
6.	Set-off	7
7.	Consents.....	8
8.	Alienation.....	8
9.	Returning the Property to the Landlord	8
10.	Use	9
11.	Signage.....	10
12.	Access	10
13.	Condition.....	11
14.	Other matters.....	12
15.	Damage	13
16.	Indemnity	14
17.	Landlord's covenants	14
18.	Forfeiture.....	15
19.	End of lease.....	16
20.	Option to break	16
21.	Rights	17
22.	Liability.....	17
23.	Arbitration.....	18
24.	Entire agreement	18
25.	Governing law and jurisdiction.....	19
26.	Exclusion of sections 24-28 of the LTA 1954	19
27.	Contracts (Rights of Third Parties) Act 1999	20

THIS LEASE IS MADE ON THE DAY OF 2022

BETWEEN

- (1) Lisvane Old School Community Centre, a registered charity (registered number 1156308), whose office is at 7 Cherry Orchard Road, Lisvane, Cardiff, CF14 0UD (the **Landlord**); and
- (2) Clynton Marks and Ashleigh Fleming of 38 Ogwen Drive, Lakeside, Cardiff, CF23 6LL (the **Tenant**).

RECITALS

- (A) The Landlord is entitled to possession of the Property under the terms of a Superior Lease (a copy of which has been given to the Tenant).
- (B) The Landlord has agreed to grant an underlease of the Property to the Tenant on the terms set out in this lease.

IT IS HEREBY AGREED

1. INTERPRETATION

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

1.1 Definitions:

Additional Sums: the following sums (which the Landlord may treat as rent or a debt) on demand:

- 1.1.1. the cost of any works to the Property which the Landlord does after the Tenant defaults;

1.1.2. the costs and expenses (including professional fees) which the Landlord incurs in:

1.1.2.1. dealing with any application by the Tenant for consent or approval whether or not it is given;

1.1.2.2. preparing and serving a notice of a breach of the Tenant's obligations under Section 146 of the Law of Property Act 1925, even if forfeiture of this Lease is avoided without a court order;

1.1.2.3. preparing and serving schedules of dilapidation during the lease period and / or (as long as it is served within 3 months of the end of the Lease) recording failure to give up the Property in the appropriate state of repair when the Lease ends;

1.1.2.4. taking any steps necessary to remedy any breach by the Tenant of the terms of this Lease;

1.1.3. interest at 4% above the base rate of Lloyds Bank Plc. on any of the above payments when more than fourteen days overdue, to be calculated from its due date and in making any payment under this clause:

1.1.3.1. nothing is to be deducted or set off;

1.1.3.2. any VAT payable is to be added.

Annual Rent: rent at the rate of rent at a rate of:

(a) £4,000 plus VAT per annum for the period from and including the Rent Commencement Date to and including 18 July 2022;

(b) £6,000 plus VAT per annum for the period from and including 19 July 2022 to and including 18 October 2022; and

(c) £8,000 plus VAT per annum for the period from and including 19 October 2022.

Break Date: 19 April 2023

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with Clause 20.

Building: all that property known as Lisvane Old School Community Centre, Heol-Y-Delyn, Lisvane, Cardiff.

Contractual Term: a term of years beginning on 19 April 2022 and ending on and including 18 April 2025.

Excluded Terms: the term granted by the Superior Lease;

the obligations on the Landlord (as tenant under the Superior Lease) to pay to the Superior Landlord the Superior Rent, Insurance Rent and Service Charge reserved by the Superior Lease;

the Superior Landlord's covenants; and

any other terms, requirements, covenants or conditions contained in the Superior Lease to the extent that they are inconsistent with, specifically excluded or substituted by, the terms of this lease.

Incorporated Terms: with the exception of the Excluded Terms, all of the terms, requirements, covenants and conditions contained in the Superior Lease with such

modifications as are necessary to make them applicable to this lease and the parties to this lease including:

- (i) the definitions and rules of interpretation in the Superior Lease;
- (ii) the obligations to be observed by the Landlord (as tenant under the Superior Lease);
- (iii) the agreements and declarations contained in the Superior Lease;
- (iv) the rights granted and reserved by the Superior Lease (including the right of re-entry and forfeiture); and
- (v) the third party rights, restrictions and covenants affecting the Property;.

Insured Risks: the risks insured against by the Superior Landlord under clause 7 of the Superior Lease.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: A café only between the hours of 8.00 and 22.30.

Plan: the plan attached to this lease.

Property: all that property known as "The Kitchen and Cafe", Lisvane Old School Community Centre, Heol-Y-Delyn, Lisvane, Cardiff edged red on the attached plan.

Rent Payment Dates: 25 March, 24 June, 29 September and 25 December.

Superior Landlord: the landlord for the time being of the Superior Lease.

Superior Landlord's Covenants: the obligations in the Superior Lease to be observed by the Superior Landlord.

Superior Lease: the lease by virtue of which the Landlord holds the Property, which is dated 22 May 2015 and made between Lisvane Community Council and Lisvane Old School Community Centre and any documents made supplemental to it.

Superior Rent: the annual rent payable by the Landlord under clause 6 of the Superior Lease.

Tenant's Covenants: the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

1.2 For the purposes of this lease only, references to the [landlord] and [tenant] in the Superior Lease shall be read as references to the Landlord and Tenant in this lease and matters in the Superior Lease requiring the consent or approval of the Superior Landlord, shall also require the consent of the Landlord on the same terms.

1.3 A reference to a guarantor includes a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.

1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.

2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 The matters excepted and reserved by the Superior Lease for the benefit of the Superior Landlord are excepted and reserved for the benefit of the Landlord and the Superior Landlord by this lease.

2.3 The Landlord reserves the right to enter onto the Property, with or without workmen and equipment, for any purpose necessary to access other parts of the Building or the land owned by the Landlord or to enable the Landlord to comply with its covenants under the Superior Lease whether or not:

- (a) the obligation to comply with the relevant covenants has been imposed upon the Tenant by the terms of this lease;
- (b) the Tenant is in breach of the relevant covenants.

2.4 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.5 The Tenant covenants to comply with the Tenant's Covenants.

2.6 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent;
- (b) the Additional Sums;
- (c) all interest payable under this lease; and
- (d) any other sums due under this lease.

3. THE ANNUAL RENT

3.1 The Tenant shall pay the Annual Rent by four equal instalments in advance on or before the Rent Payment Dates. The payments shall be made by banker's standing order or by any other method that the Landlord requires at any time by giving notice to the Tenant.

- 3.2 The first instalment of the Annual Rent shall be made on the date of this lease and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the date of this lease until the day before the next Rent Payment Date.

4. ADDITIONAL SUMS

The Tenant shall pay to the Landlord on demand:

- 4.1 the Additional Sums;
- 4.2 the cost of the grant, renewal or continuation of any licence or registration for using the property for the use allowed, to be paid promptly to the appropriate authority when due;
- 4.3 a registration fee of £40 (plus VAT) for each document which this Lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration; and
- 4.4 any other sums due under this lease.

5. SERVICE CHARGE

- 5.1 The Landlord and the Tenant agree that the Tenant shall not be expected to make any service charge payment with regard to the costs incurred by the Landlord in complying with its obligations under clause 17.5 of this Lease.

6. SET-OFF

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

7. CONSENTS

Where the consent or approval of the Landlord is required to any act or thing under this lease the following shall apply:

- 7.1 If it is a requirement of the Superior Lease that the consent or approval of the Superior Landlord is required to the act or thing it shall be a condition precedent that the consent of the Superior Landlord is also obtained to the act or thing; and
- 7.2 The Landlord shall, at the cost of the Tenant, use all reasonable endeavours to obtain the consent or approval of the Superior Landlord where this is a requirement of the Superior Lease and where the Landlord is under an obligation not to unreasonably withhold its consent to the act or thing for which consent or approval is sought; and
- 7.3 In this lease references to the consent or approval of the Superior Landlord shall include references to the consent or approval of any other party from whom the Superior Landlord is obliged to obtain consent or approval.

8. ALIENATION

- 8.1 The Tenant is not to share occupation of the Property and no part of it is to be transferred or sublet nor shall the Tenant underlet or allow anyone else into occupation of the whole;
- 8.2 The Tenant is not to transfer or sublet the whole of the Property.

9. RETURNING THE PROPERTY TO THE LANDLORD

At the end of the term, the Tenant shall return the Property to the Landlord in the condition required by this lease.

10. USE

10.1 The Tenant is to comply with the following requirements as to the use of the Property and any part of it and is not to authorise or allow anyone else to contravene them:

- (a) to use the Property only for the use allowed;
- (b) not to obstruct any part of the Building used for access to the Property or any other part of the Building;
- (c) not knowingly to do anything which invalidates any insurance policy covering the Property or which would increase the premium payable;
- (d) not to hold an auction sale in the Property;
- (e) not to use the Property for any activities which are dangerous, offensive, noxious, illegal or immoral, or which are or may become a nuisance or annoyance to the Landlord to the owner or occupier of any other part of the Building or of any neighbouring property;
- (f) save for the provision of the erection of a sign in accordance with clause 11, not to display any advertisements on the outside of the Property or which are visible from the outside unless the Landlord consents (and the Landlord is not entitled to withhold that consent unreasonably or to delay giving that consent)
- (g) not to overload the floors or walls of the Property;
- (h) to comply with the terms of every Act of Parliament, order, regulation, bye-law, rule or licence relating to the Property, and to obtain, renew and continue any licence or registration which is required for the use of the Property;

- (i) not to apply for a licence to sell alcohol without the Landlord's prior written consent.

11. SIGNAGE

The Tenant shall be permitted to erect signs at the Property of a design approved in writing by the Landlord.

12. ACCESS

The Tenant is to give the Landlord, or anyone authorised by him in writing, access to the Property:

12.1 for the following purposes:

- (a) inspecting the condition of the Property, or how it is being used;
- (b) doing works which the Landlord is permitted to do under clause or clause 17.5 of this Lease;
- (c) complying with any statutory obligation;
- (d) viewing the Property as a prospective buyer or mortgagee or, during the last six months of the Lease period, as a prospective tenant;
- (e) valuing the Property;
- (f) inspecting, cleaning or repairing neighbouring property, or any sewers, drains, pipes, wires, cables serving neighbouring property or carrying out any building works development on neighbouring property;
- (g) accessing any other part of the Building or any other land in which the Landlord has an interest;

- 12.2 and on seven days' written notice except in emergency;
- 12.3 and during normal business hours except in an emergency;
- 12.4 and the Landlord or the person exercising these rights is promptly to make good all damage caused to the Property and any goods there in exercising these rights.

13. CONDITION

The Tenant is to comply with the following duties in relation to the Property:

- 13.1 to keep the whole of the Property in a good state of repair;
- 13.2 to decorate the inside and outside of the Property in the last three months of the Lease period (however it ends);
- 13.3 when decorating, the Tenant is to use the colours and the types of finish used previously unless the Landlord consents in writing to a change (which consent the Landlord shall not unreasonably withhold);
- 13.4 to do the work to the Property which any authority acting under an Act of Parliament requires even if it alters or improves the Property;
- 13.5 but the Tenant need not make good damage caused by an insured risk, except to the extent that the policy moneys have not been paid because of an act or default of the Tenant;
- 13.6 in the event of the Tenant failing to do any work which this Lease requires them to do and after the Landlord has given them written notice to do it, the Tenant is to:
- (a) start the work within two months, or immediately in case of emergency, and
 - (b) proceed diligently with the work;

- (c) in default, permit the Landlord to do the work;
- 13.7 not to make any structural alterations, external alterations or additions to the Property;
- 13.8 not to make any other alterations unless the Landlord consents in writing (and the Landlord is not entitled to withhold that consent unreasonably or to delay in giving that consent).

14. **OTHER MATTERS**

14.1 The Tenant shall:

- (a) give the Landlord a copy of any notice concerning the Property or any neighbouring property as soon as they receive it;
- (b) allow the Landlord, to fix a notice in a reasonable position on the outside of the Property announcing that it is for sale or (during the last six months of the Lease period) to let;
- (c) not apply for planning permission relating to the use or alteration of the Property unless the Landlord gives written consent in advance;
- (d) observe and perform the tenant covenants in the Head Lease and any document that is supplemental or collateral to it (excepting the covenants to pay rent reserved by the Head Lease) and such covenants shall be enforceable by the Head Lessor (as superior landlord at the date of grant) against the Tenant as if the Tenant had covenanted directly with the Head Lessor;
- (e) obtain the consent of the Head Lessor in respect of any matter for which the consent of the Head Lessor is required under the Head Lease;

(f) manage the café facility in accordance with all food standards and hygiene regulations;

(g) manage the café in a way that is receptive to community needs.

15. DAMAGE

If the Property is damaged by any of the insured risks enumerated in the Head Lease namely explosion, lightening, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus, pipes, impact by aircraft and articles dropped by them, impact by vehicles, riot, civil commotion and any other risks against which the Head Lessor decides to insure against from time to time pursuant to the Head Lessor's insuring obligations in the Head Lease and as a result of that damage the Property or any part of it cannot be used for the use allowed:

15.1 the rent, or a fair proportion of it is to be suspended for three years or until property is fully restored, if sooner;

15.2 if at any time it is unlikely that the Property will be fully restored within three years from the date of the damage, the Landlord (so long as he has not delayed the restoration) or the Tenant can end this Lease by giving one month's notice to the other during the three year period, in which case:

(a) the insurance money belongs to the Head Lessor and

(b) the Head Lessor's obligations to make good damage under the terms of the Head Lease ceases;

15.3 a notice given outside the time limits in clause 15.2 is not effective;

15.4 the Tenant cannot claim the benefit of this clause to the extent that the insurers refuse to pay the insurance money because of his act or default;

15.5 any dispute arising under any part of this clause is to be decided by arbitration under clause 22.

16. INDEMNITY

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 Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of the Tenant's Covenants, 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.

17. LANDLORD'S COVENANTS

17.1 The Landlord 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 Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

17.2 Subject to the Tenant paying the rents reserved by this lease and observing the Tenant's Covenants the Landlord shall pay the rents reserved by the Superior Lease.

17.3 At the request and cost of the Tenant on a full indemnity basis the Landlord shall use all reasonable endeavours to procure that the Superior Landlord complies with the Superior Landlord's Covenants during such period as the Superior Lease subsists

and, if reasonable, the Landlord may require from the Tenant reasonable security to be paid in advance for anticipated costs.

17.4 If the Superior Lease is surrendered, the Landlord (formerly the Superior Landlord) shall from the date of the surrender perform or procure the performance of obligations equivalent to the Superior Landlord's Covenants immediately prior to the surrender of the Superior Lease.

17.5 The Landlord shall provide the following services in the interest of good management and for the benefit of the Building generally:

- (a) cleaning and maintaining the Lisvane Old School Community Centre Car Park ("the Car Park");
- (b) removing all items belonging to the Landlord from the Property prior to the commencement of the Lease;
- (c) complying with the requirements of any Authority acting under an Act of Parliament;
- (d) anything else which the Landlord reasonably considers necessary in the interest of good management for the benefit of the tenants of the Building.

18. FORFEITURE

18.1 This Lease comes to an end if the Landlord forfeits it by entering any part of the property which the Landlord is entitled to do whenever:

- (a) payment of any rent is fourteen days overdue, even if it was not formally demanded;
- (b) the Tenant has not complied with any of the terms of this Lease;

- (c) the Tenant goes into liquidation (unless solely for the purpose of amalgamation or reconstruction when solvent) or has an administrative receiver appointed or has an administration order made in respect of it.

18.2 The forfeiture of this Lease does not cancel any outstanding obligation of the Tenant or any guarantor.

19. END OF LEASE

When this Lease ends the Tenant is to:

- 19.1 return the Property to the Landlord leaving it in the state and condition in which this Lease requires the Tenant to keep it;
- 19.2 (if the Landlord so requires) to remove anything that the Tenant fixed to the Property and make good any damage which that causes.

20. OPTION TO BREAK

- 20.1 Either the Landlord or the Tenant may terminate this lease by serving a Break Notice on the other party at least 3 months before the Break Date.
- 20.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice:
- (a) The Tenant has not paid by way of cleared funds any part of the Annual Rent (plus any VAT) which was due to have been paid; or
 - (b) the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession; or

- (c) 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.

20.3 Subject to Clause 20.2, following service of a Break Notice this lease shall terminate on the Break Date.

20.4 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.

21. RIGHTS

21.1 The Tenant is to have the use, whether or not exclusive (and the Landlord may exercise or grant such rights to others in the future), of the following facilities, namely:

(a) the right for the Tenant and visitors to come and go to and from the Property over the Car Park so that access can be afforded to the Property;

(b) such rights previously enjoyed by the Property for shelter and support and for service wires, pipes and drains to pass through or under the Car Park;

21.2 The Landlord is to have the rights previously enjoyed over the Property for shelter and support and for service wires, pipes and drains to pass through the Property.

22. LIABILITY

22.1 At any time when the Landlord, the Tenant or a guarantor 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 Landlord 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.

22.2 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.

22.3 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless and until the Tenant has given the Landlord notice of the failure and the Landlord has not remedied the failure within a reasonable time of service of that notice .

23. ARBITRATION

Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Act 1996. The Landlord and the Tenant may agree the appointment of the arbitrator or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment.

24. ENTIRE AGREEMENT

24.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

24.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that LG Williams & Prichard has given to any written enquiries raised by the Tenant before the date of this lease.

24.3 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.

25. GOVERNING LAW AND JURISDICTION

25.1 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.

25.2 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).

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

26.1 The parties confirm that:

(a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into a certified copy of which notice is annexed to this lease; and

(b) { } who was duly authorised by the Tenant to do so made a statutory declaration dated { } 2022 in accordance with the requirements of section 38A(3)(b) of the LTA 1954 a certified copy of which statutory declaration is annexed to this lease.

26.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

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

IN WITNESS WHEREOF this document has been executed as a deed and delivered on the date first stated above.

Executed as a deed by

M.R. & Lw ..

And

A.R. Jones

on behalf of **Lisvane Old School**

Community Centre in the presence of:

[Signature]

HAYDN DAVIES
7 CHERRY ORCHARD ROAD
CARDIFF CF14 0UD

Executed as a deed by

[Signature]

Clynton Marks in the presence of:

[Signature]

Name: Amber Fleming

Address: 1 Plymouth Road
CF 62 5TY

Executed as a deed by

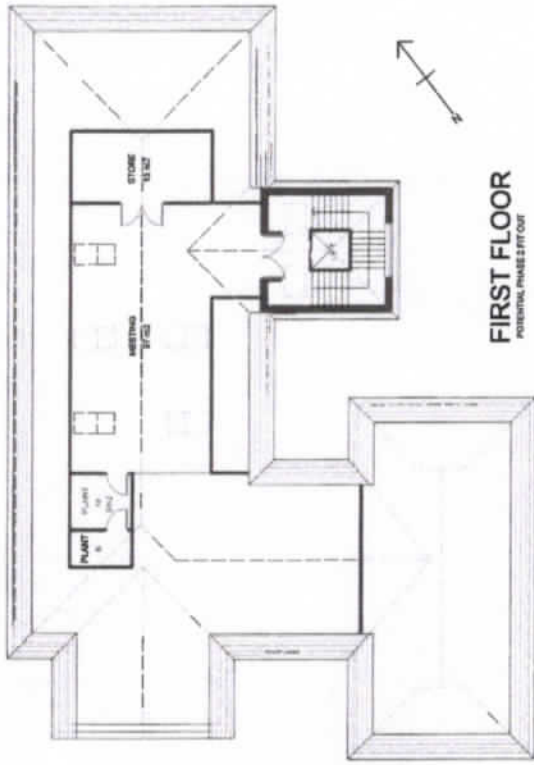
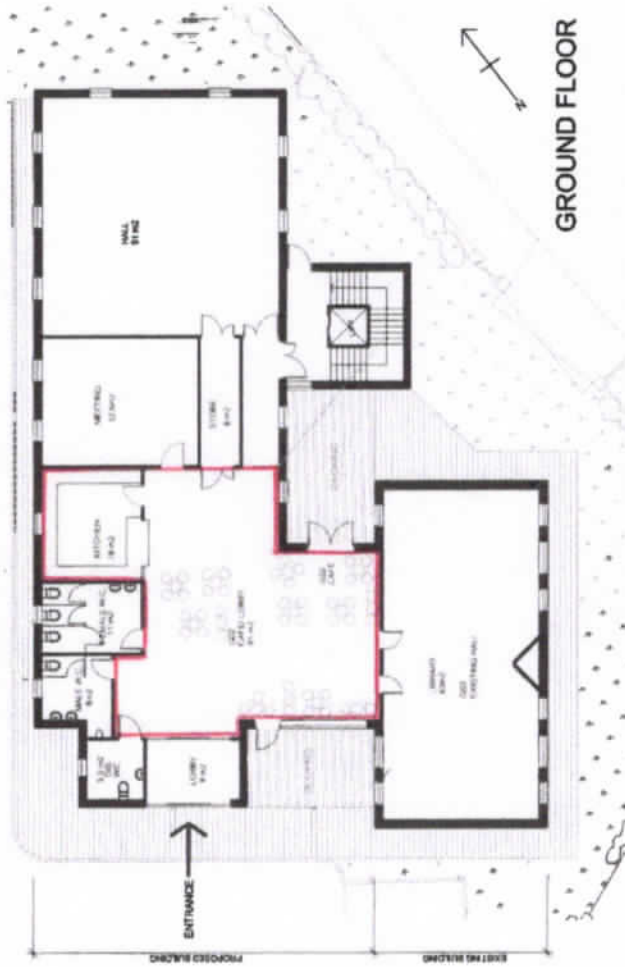
[Signature]

Ashleigh Fleming in the presence of:

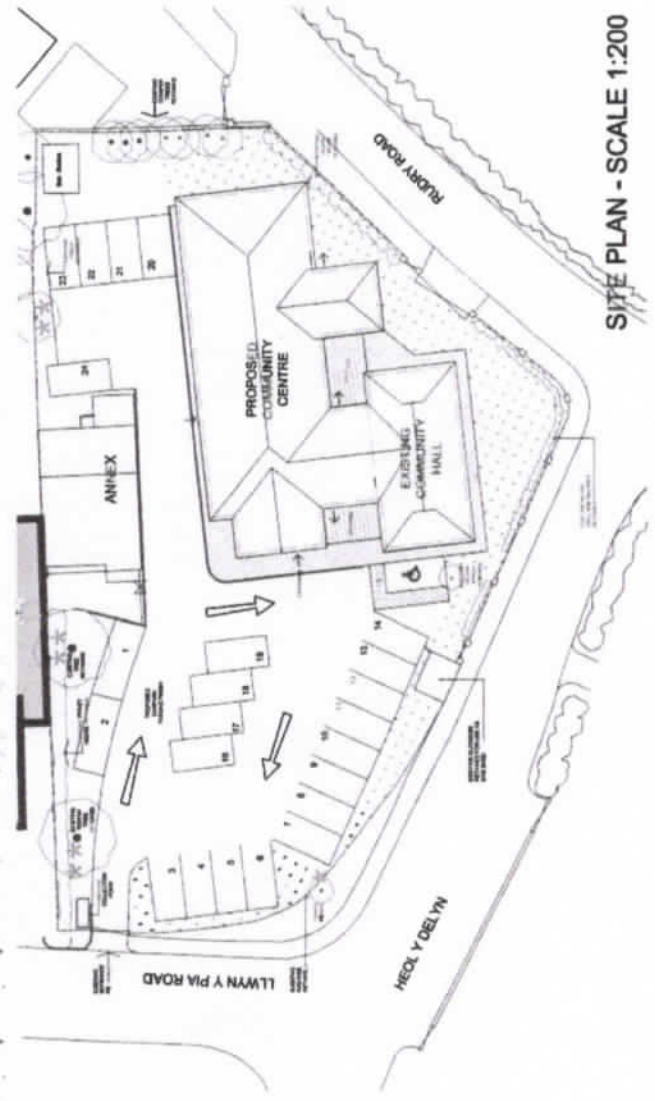
[Signature]

Name: Amber Fleming

Address: 1 Plymouth Road
CF 62 5TY.



Ref: 10/10/10
10/10/10
M.R. 10/10/10
A.R. 10/10/10



NOTE: DIMENSIONS INDICATED ON PLAN AND AREAS ARE APPROXIMATE ONLY
 REVISION: A
 DATE: 10/10/10
 COMMENTS: PHASE 2 LAYOUT SUBJECT TO REFINED PARKING GUIDELINES

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE STATED
 THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION
 THE CLIENT ACCEPTS THE DESIGNER'S LIABILITY FOR THE DESIGN OF THE BUILDING

PROJECT NAME	James Partnership
PROJECT ADDRESS	RE-DEVELOPMENT OF THE OLD SCHOOL SITE
PROJECT NO.	2180
DATE	10/10/10
SCALE	1:200